

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

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33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

February 12, 2019

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to **retroactively** enter into subgrants with the organizations listed below in the amount of \$766,700 from the Federal Fiscal Year 2017 (FFY 2017) and Federal Fiscal Year 2018 (FFY 2018), U.S. Department of Justice, Office on Violence Against Women, Violence Against Women Formula Grant for the purposes of providing services for women in New Hampshire who are victims of violent crimes effective January 1, 2019 through December 31, 2019, upon approval from the Governor and Executive Council. 100% Federal Funds.

Funding is available in account number 02-20-20-201510-5017, (Job #20VAW17A for FFY 2017 and Job #20VAW18A for FFY 2018) Department of Justice, Grants Administration, entitled *Violence Against Women Act* for the following subgrants:

<u>Class</u>	<u>Organization</u>	<u>Vendor#</u>	<u>FFY 2017 Amount</u>	<u>FFY 2018 Amount</u>	<u>Total SFY 2019 Amount</u>
072-500575	NH Coalition Against Domestic and Sexual Violence	155510-B001	\$77,850	\$77,850	\$155,700
072-500574	Nashua Police Department	177441-B013	\$29,000	\$29,000	\$58,000
072-500574	Cheshire County Attorney's Office	177372-B003	\$18,000	\$12,000	\$30,000
072-500574	Office of the Grafton County Attorney	177397-B005	\$19,090	\$10,910	\$30,000
072-500574	Manchester, NH, Office of the City Solicitor	177433-B004	\$15,000	\$15,000	\$30,000
072-500574	Manchester Police Department	177433-B012	\$26,000	\$67,000	\$93,000
072-500575	NH Legal Assistance	154648-B001	\$0	\$45,000	\$45,000
072-500576	Administrative Office of the Courts	177872-B001	\$0	\$55,000	\$55,000
072-500574	Office of the Merrimack County Attorney	177435-B011	\$0	\$30,000	\$30,000
072-500574	Portsmouth Police Department	177463-B007	\$0	\$30,000	\$30,000
072-500575	Bridges Domestic and Sexual Assault Support Services	155039-B001	\$0	\$20,000	\$20,000

<u>Class</u>	<u>Organization</u>	<u>Vendor#</u>	<u>FFY 2017 Amount</u>	<u>FFY 2018 Amount</u>	<u>Total SFY 2019 Amount</u>
072-500575	YWCA New Hampshire	154141-B001	\$0	\$20,000	\$20,000
072-500574	Belknap County	177360-B004	\$0	\$30,000	\$30,000
072-500574	Franklin Police Department	177390-B003	\$0	\$30,000	\$30,000
072-500574	Plaistow Police Department	177462-B002	\$0	\$30,000	\$30,000
072-500575	NHBA Pro Bono Referral Program	154546-B001	\$0	\$40,000	\$40,000
072-500574	Strafford County Attorney's Office	177446-B120	\$0	\$30,000	\$30,000
072-500574	Coos County Attorney Office	177270-B006	\$0	\$10,000	\$10,000
Totals:			<u>\$184,940</u>	<u>\$581,760</u>	<u>\$766,700</u>

EXPLANATION

This item request is **retroactive** because the full and correct contracts were not received by this office from all subgrantees for timely consideration by Governor and Council prior to January 1, 2019.

These subgrants are from the remaining FFY 2017 and new FFY 2018 funds that New Hampshire receives annually from the U.S. Department of Justice, Office on Violence Against Women, Violence Against Women Act Grant (VAWA). The grant is targeted specifically at deterring crimes involving violence against women and aiding women who are victims of crime. A statutory requirement of the VAWA grant program is that agencies representing law enforcement will be allocated at least 25% of the award; prosecution offices will be allocated at least 25% of the award; and victim services providers will be allocated at least 30% of the award (with at least 10% of that to be distributed to culturally specific community-based services and 5% to the courts). Lastly, 20% of the funding must be expended for services to sexual assault victims.

The subgrant recipients above have received previous VAWA awards from this office. All were selected previously through a request for fund solicitation and now represent core service providers for the State of New Hampshire in the area of violence against women services. These awards will allow the funded organizations to continue providing the vital services upon which New Hampshire's citizens have come to rely.

Services and positions being supported through the awarding of these funds include, but are not limited to, specially trained domestic violence and sexual assault prosecutors at county attorney offices, victim advocate positions in police departments and in county attorney offices, staff positions for two Domestic Violence Units in our largest police departments, and continued services to victims of domestic and sexual violence.

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
February 12, 2019
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Please let me know if you have any questions. Thank you for your consideration of this request.

Respectfully submitted,

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

Gordon J. MacDonald
Attorney General

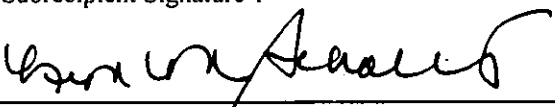
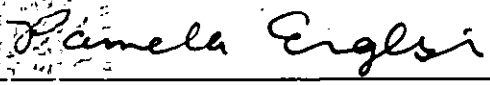

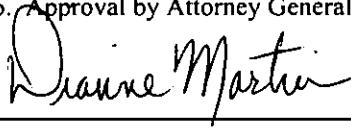
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GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name NH Coalition Against Domestic and Sexual Violence		1.4. Subrecipient Address PO Box 353 One Eagle Square, Suite 300 Concord, NH 03302-0353	
1.5 Subrecipient Phone # 603-224-8893 ext 304	1.6. Account Number 5017-072-500575	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 155,700
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Lyn M. Schollett, Executive Director	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack on <u>11-12-18</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Pamela English, Notary Public			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: <u>12/5/18</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u>1/1</u>			

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

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

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

EXHIBIT A

-SCOPE OF SERVICES-

1. New Hampshire Coalition Against Domestic and Sexual Violence as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in the form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$155,700 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials lms

Date 11.12.18

EXHIBIT C

-SPECIAL PROVISIONS-

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as “subrecipient”), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program’s purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

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20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

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

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

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging while Driving,” 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (“Subgrantees”) to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

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

Any subrecipient, at any tier, must comply with this condition.

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

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

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization (“except churches”) doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (“subgrantees”) at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

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required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

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agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this award should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

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

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. 2If the NHDOJ and or the USDOJ learns or is notified that the subrecipient (“subgrantees”) at any tier, including recipients of “subawards” and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient (“subgrantee”) at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

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restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

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

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Lyn M. Schollett, Executive Director

Name and Title of Authorized Representative


Signature

11.12.18
Date

NH Coalition Against Domestic and Sexual Violence, P.O. Box 353, Concord, NH 03302

Name and Address of Agency

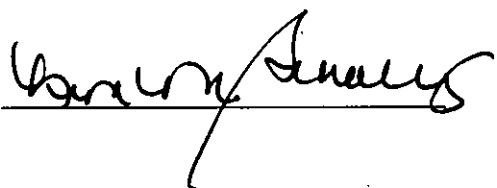
EEOP Reporting

I, Lyn M. Schollett, Executive Director [responsible official], certifies that the NH Coalition Against Domestic and Sexual Violence [recipient] has completed the EEO reporting tool certification form at: https://ojp.gov/about/ocr/faq_eeop.htm on April 2, 2018.

And that Marie Linebaugh, Program Director [responsible official] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: Sept. 19, 2017.

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

Signature: _____



Date: _____

11.12.18



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

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

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

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

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

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

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

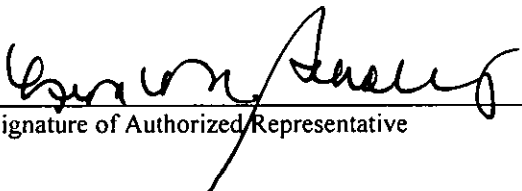
(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

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

Lyn M. Schollett, Executive Director
Typed Name of Authorized Representative Title

Telephone Number 603 224-8893 ext. 308


Signature of Authorized Representative Date Signed 11.12.18

NH Coalition Against Domestic and Sexual Violence
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

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

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

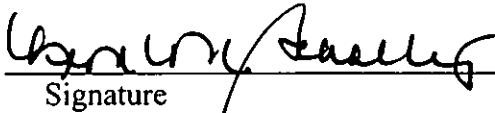
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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

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

Lyn M. Schollett, Executive Director

Name and Title of Head of Agency



Signature

11.12.15

Date

NH Coalition Against Domestic and Sexual Violence, P.O. Box 353, Concord, NH 03302

Name and Address of Agency

Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

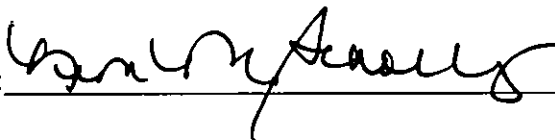
A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one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

The NH Coalition Against Domestic and Sexual Violence (Applicant) certifies that any funds awarded through **grant number** _____ shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The NH Coalition Against Domestic and Sexual Violence (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Lyn M. Schollett, Executive Director

Signature:
2018



Date: November 6,

State of New Hampshire

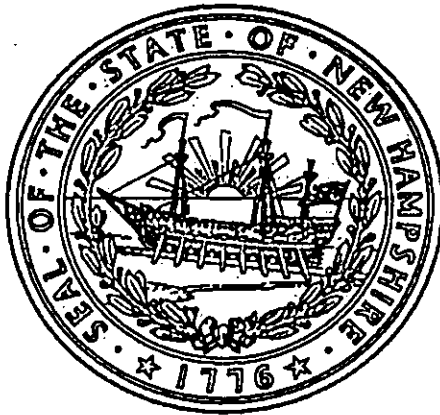
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 30, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63838

Certificate Number : 0004083351



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Amy Vorenberg, Clerk of the Board of Directors, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of the New Hampshire Coalition Against Domestic and Sexual Violence__.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on November 28, 2017:
(Date)

RESOLVED: That the ___Executive Director_____
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 12 day of November, 2018__.
(Date Contract Signed)

4. Lyn M. Schollett is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

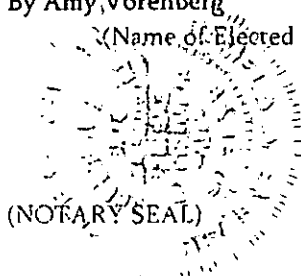
of the Agency.

Amy Vorenberg
(Signature of the Elected Officer) Clerk, NHCADSV

STATE OF NEW HAMPSHIRE
County of Merrimack

The forgoing instrument was acknowledged before me this 12th day of November, 2018__.

By Amy Vorenberg
(Name of Elected Officer of the Agency)



Pamela Gagliardi
(Notary Public/Justice of the Peace)

Commission Expires: 10-29-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2018

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

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

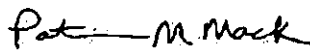
PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.net																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Great American Ins Group</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Liberty Mutual Agency Corporation</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Great American Ins Group		INSURER B :	Liberty Mutual Agency Corporation		INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER F :																					
INSURED NH Coalition Against Domestic and Sexual Violence, DBA: NHCADSV PO Box 353 Concord NH 03302																					

COVERAGES **CERTIFICATE NUMBER:** 2018 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		MAC5464238-17	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MAC5464238-17	05/15/2018	05/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> CLAIMS-MADE		UMB8234007-10	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCS-31S-604577-018	05/15/2018	05/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH Department of Justice 33 Capitol Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Lindsay Nadeau
Attorney
Orr & Reno

Vice Chair

Shannon Chandley
NH State Senator

Clerk

Amy Vorenberg
Professor
UNH School of Law

Brian Harlow
Community Activist

Chelsea LaCasse
Pharmacist
CVS Pharmacy

David Bellman
President
Bellman Jewelers

Deb Mozden
Executive Director
Turning Points Network

Kathy Beebe
Executive Director
HAVEN

Krista Dupre
Tax Manager
Nathan Wechsler & Co

Maryann Evers
Clinical Social Worker/Manager
Child and Family Services

Peggy O'Neil
Executive Director
WISE

Susan Nooney
Accountant
Susan Nooney CPA

Suzanne Carmichael
Mentor Program Coordinator
John Stark Regional High School

New Hampshire Coalition Against Domestic & Sexual Violence • PO Box 353 • Concord, NH 03302 • 603.224.8893

NHCADSV.ORG

New Hampshire Coalition Against Domestic and Sexual Violence
Job Description: Communications Specialist

The New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV) creates safe and just communities through advocacy, prevention and empowerment of anyone affected by sexual violence, domestic violence and stalking.

The above mission is accomplished by NHCADSV which includes 13 independent community-based member programs, a Board of Directors and a central staff working together to: 1) influence public policy on the local, state and national levels; 2) ensure that quality services are provided to victims; 3) promote the accountability of societal systems and communities for their responses to sexual violence, domestic violence and stalking; 4) prevent violence and abuse before they occur.

Job Objective and Summary: Responsible for the development and implementation of NHCADSV's public communications. Works collaboratively with the Executive Director and Public Affairs Director to develop and implement communication strategies to broaden the impact of NHCADSV and its 13 member programs.

These primary job functions will be performed at NHCADSV's office in Concord, New Hampshire. The employee must have access to reliable transportation to and from work. The employee must be available on nights and weekends to respond to media requests, update social media platforms, and monitor news.

Essential Functions:

- Develop and implement a communications plan for NHCADSV.
- Serve as initial point person for general media inquiries to NHCADSV and coordinate response to media requests, including crisis communications.
- Create awareness of NHCADSV, member programs, and the issues of sexual and domestic violence, child abuse, stalking, and human trafficking.
- Manage statewide public awareness campaigns and coordinate NHCADSV's participation in regional and national public awareness efforts.
- Ensure consistent messaging across all communications materials.
- Produce press releases, speeches, articles, newsletters, annual reports, and public awareness materials.
- Work with the Public Policy Specialist to expand NHCADSV's grassroots network, to produce legislative updates and action alerts, and to implement and promote public policy initiatives and campaigns.
- Work with the Development Director to plan and promote events and to assist with donor communications.
- Provide training and technical assistance to member programs and the NHCADSV board of directors on public relations, communications and media advocacy.
- Prepare and support NHCADSV's staff to act as spokespersons.
- Manage and evaluate NHCADSV's website and social media platforms.
- Monitor current events and keep staff, the board of directors, and member programs updated on relevant news.

Skill Requirements:

- Significant experience in the field of communications or media.
- Demonstrated ability to communicate effectively with media and the public.
- Experience with crisis communications.
- Excellent interpersonal skills.
- Ability to work in a fast-paced environment.
- Demonstrated ability to successfully organize time and manage projects.
- Proficiency in website design and management and publishing programs.
- Understanding of current and emerging systems and best practices in social media.
- Demonstrated understanding of and commitment to domestic and sexual violence issues.

Educational Level: Bachelor's Degree or equivalent experience

Physical and psychological demands: The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

- o Must be physically and mentally capable of performing multiple tasks (such as phone calls, computer work, attending meetings) and able to consistently function well in a fast paced environment.
- o Must be capable of using a visual display terminal with keyboard, repetitively use his/her wrist, elbow and shoulder.
- o Must be able to talk and hear.
- o Must be able to climb multiple flights of stairs, and lift or move up to 25 pounds.

Disclaimer

The above statements are intended to describe the general nature and level of work expected for this position. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required. All personnel may be required to perform duties outside of their normal responsibilities from time to time, as needed.

The NH Coalition is an Equal Opportunity Employer and is committed to hiring and employing diverse staff. We strongly encourage people of diverse racial, gender, and ethnic identities and abilities to apply.

Position reports to:

For Human Resources Only	
Job Category	Specialist
Exempt/Nonexempt	Exempt
This is a full time position	40 hours per week

Supervisor
Department(s)

Public Affairs Director

Last Revised

December 2017

KEY ADMINISTRATIVE PERSONNEL

NH Department of Justice

Contractor Name: New Hampshire Coalition Against Domestic and Sexual Violence

Name of Contract: VAWA STOP

BUDGET PERIOD: 1/01/2019 - 12/31/2019			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT
Lyn Schollett	Executive Director	\$98,400	15%
Marie Linebaugh	Program Director	\$63,420	59%
Elena Coleman	Training and Programs Coordinator	\$42,130	92%
Madison Lightfoot	Communication Specialist	\$46,750	21%
TOTAL SALARIES			

Note: The percent of salary is based upon annual salary and the amount paid from this contract is for 2 years, this contract is based upon an annual percent

ence

AMOUNT PAID FROM THIS CONTRACT
\$14,600
\$37,300
\$38,800
\$9,680
\$100,380.00

percent paid from

Elena Coleman

Dedicated mentor with experience in direct service, education, and research. Adept at working in dynamic and deadline-driven environments, in crisis situations, and with diverse age groups and cultural backgrounds. Detail oriented with strong communication, data analysis, and outdoor and international leadership skills.

PROFESSIONAL EXPERIENCES

New Hampshire Coalition Against Domestic and Sexual Violence

Training and Programs Coordinator

Concord, NH

July 2017-Present

- Coordinate and assist with implementation of the Family Violence Prevention Specialist Program, Housing First Program, and Participating Members Council
- Provide technical assistance and information on training opportunities to the Coalition's member programs
- Provide domestic violence training to community partners, including DCYF and law enforcement
- Assist with ongoing statewide committees and collaborations that involve Coalition's programs

Appalachian Mountain Teen Project

Program Specialist/Mentor

Laconia, NH

Oct. 2016 – June 2017

- Mentor 8-10 teens individually for one hour per week to help them develop resiliency skills, self-worth, positive peer relationships, and coping mechanisms while facing difficult circumstances at home and school.
- Organize, plan, and lead outdoor leadership trips for AMTP teens including rock climbing, hiking, camping, etc.
- Run an integrated curriculum with 5th graders that weaves literature, experiential activities, and discussion to explore themes of conflict resolution, identity, perspective-taking, positive relationships, and stereotypes

New Beginnings without Violence and Abuse

Advocate

AmeriCorps Victim Assistance Program (AVAP), Laconia, NH

Sep. 2015 – Sep. 2016

- Provide crisis intervention for victims/survivors of domestic and sexual violence; facilitate a support group for victims of domestic violence; organize New Hampshire Clothesline Project to raise awareness of domestic/sexual violence
- Assist survivors and shelter guests through court advocacy, forensic interview, hospital support, and safety planning
- Meet one-to-one and aid clients in re-establishing themselves through housing, financial empowerment, and connecting with other agencies' services (ie counseling, legal aid, child care, rent/utility assistance, etc.)

World Learning's Experiment of International Living

Group Leader

Costa Rica

Jun. 2015 – Aug. 2015

- Co-lead a group of 13 high school students to Costa Rica for one month including a 2 week homestay
- Support students' experiential learning through group discussions and activities to reflect on cultural differences, adjustment, and our themes of biodiversity, ecology, and sustainability
- Coordinate logistics and handle issues with in-country leaders and homestay families and community

Philadelphia and Doylestown Rock Gyms

Instructor

Oaks and Doylestown, PA

Jul. 2014 – Aug. 2015

- Teach introductory climbing lessons for up to 8 people of all ages and conduct belay and boulder tests;
- Assistant-coach DRG's middle and high school competitive climbing team of 20 kids
- Belay, organize games, and oversee parties and groups of up to 30 kids aged 3-18
- Check-in members and manage climbing shop and rental equipment; manage cash register

EDUCATION

Smith College

B.A. in Mathematics and Portuguese and Brazilian Studies

Graduate Cum Laude, Phi Beta Kappa, GPA: 3.9

Aug. 2010 – May 2014

- School of International Training semester abroad in Brazil focusing on social justice and sustainable development

Rotary International Youth Exchange

Sep. 2009 – Jul. 2010

- Spent one year after high school in Machala, Ecuador living with a host family and attending high school

CERTIFICATIONS AND SKILLS

Highly proficient in Spanish and Portuguese; Certified in Social Justice Mediation and Nonviolence Crisis Intervention; Wilderness First Responder; MS Word, Excel, PowerPoint, SolidWorks, LaTeX, Mathematica, R

New Hampshire Coalition Against Domestic and Sexual Violence

Job Description: Executive Director

The New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV) creates safe and just communities through advocacy, prevention and empowerment of anyone affected by sexual violence, domestic violence and stalking.

The above mission is accomplished by the Coalition, which includes 13 independent community-based member programs, a Board of Directors and a central staff working together to: 1) Influence public policy on the local, state and national levels; 2) Ensure that quality services are provided to victims; 3) Promote the accountability of societal systems and communities for their responses to sexual violence, domestic violence and stalking; 4) Prevent violence and abuse before they occur.

Job Objective and Summary: Direct and lead a statewide organization that is a national leader in the movement to end violence against women. Effectively supervise staff in their function to provide funding, training, technical assistance, public policy advocacy, community outreach and development, and forums for resource sharing and networking of the NHCADSV in line with its mission, strategic plan and community needs.

Job Functions:

1. Advance the collective vision and strategy of the Coalition

- Oversee the development and implementation of a broad-based strategic plan;
- Work cooperatively with the Board of Directors to provide vision and direction for the organization;
- Clearly communicate the vision and strategy to others.

2. Manage the organization toward accomplishment of the vision and mission

- Provide supervision and support to staff management;
- Lead staff team effectively, especially through times of change;
- Conduct performance assessments in a manner that supports achievement of the organizational mission and goals.

3. Provide entrepreneurial and sound fiscal leadership

- Work with staff, board and member programs to develop strategies to increase and diversify the Coalition's revenue;
- Oversee all fiscal systems to ensure financial soundness and compliance;
- Lead long-term fiscal planning;
- Plan for communications needs around new sources of funding.

4. Act as chief communications leader and strategist

- Act as content expert, supporting policy staff and working directly with state and national policymakers;
- Act as chief media contact for the Coalition;
- Set the tone and lead expectations in internal and external communications;
- Act as primary representative with external stakeholders;
- Working with staff team, build marketing and communications systems for the organization.

5. Strive for and promote best practices in all programs.

- Monitor the quality and effectiveness of all programs and work with staff and member organizations to develop strategies for improvement;
- Develop relationships and collaborations with local, state and national partners to ensure access to current best practices in the field;

- Work with member organizations to incorporate direct service and prevention best practices in New Hampshire;
- Identify best practices being developed in New Hampshire and promote them in the state and in national networks.

Minimum Requirements:

- Professional experience with, and an understanding of sexual violence, domestic violence and stalking issues, and a demonstrated commitment to anti-oppression work and ending violence against women.
- Demonstrated ability to manage a large nonprofit organization, including a demonstrated ability to successfully manage complex, multi-faceted and political relationships.
- Bachelor's Degree required, Master's Degree preferred, with at least 5 years experience managing staff

Preferred Skills:

- Strong leadership, administrative, negotiation, grant-writing, presentation and networking skills.
- Outstanding facilitation and group management skills, including the ability to synthesize diverse opinions to support efficient decision-making.
- Superior staff development and supervision skills.
- Excellent oral and written communication skills.
- Sustained success in planning, organizing and implementation of strategic initiatives.
- Demonstrated fundraising history that includes generating new revenue.

Physical and psychological demands: The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

- Must be physically and mentally capable of performing multiple tasks (such as phone calls, computer work, attending meetings) under stressful situations and able to consistently function well in a fast paced environment.
- Must be capable of using a visual display terminal with keyboard; repetitively use his/her wrist, elbow and shoulder.
- Must be able to talk and hear.
- This position is located in Concord, NH. Frequent travel will be required, including statewide and national travel.

Disclaimer

The above statements are intended to describe the general nature and level of work expected for this position. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required. All personnel may be required to perform duties outside of their normal responsibilities from time to time, as needed.

The NH Coalition is an Equal Opportunity Employer and is committed to hiring and employing diverse staff. We strongly encourage people of diverse racial, gender, and ethnic identities and abilities to apply.

For Human Resources Only

Job Category	Director
Exempt/Nonexempt	Exempt
This is a full time position	Full time: 40 hours per week
Supervisor	Board of Directors
Department(s)	N/A

Lyn M. Schollett

CAREER SYNOPSIS

Seasoned sexual assault coalition General Counsel

- In-depth knowledge of anti-rape movement and direct services of rape crisis centers and domestic violence shelters. Provide technical assistance to ICASA member rape crisis programs on legal issues and statewide rape crisis service standards.
- Familiarity with funding opportunities and challenges facing state coalitions, as well as role of coalition as a pass-through organization.
- Coordinate drafting and filing of amicus briefs on issues including statute of limitations and application of the rape shield law. Assist centers' pro bono counsel to protect the privacy of victims' records.

Experienced public policy advocate

- Drafted and successfully advocated for the passage of more than 50 significant policy changes impacting rape victims in Illinois in the past 16 years. Initiatives include expanding the healthcare and privacy rights of victims with disabilities, implementing a strip club tax to fund rape crisis centers, creating a statutory foundation for the state's first pilot SANE programs and implementing criminal consequences and healthcare standards related to drug-facilitated sexual assault.
- Represented the sexual assault community in drafting portions of the 2013 Violence Against Women Act.

Highly skilled communicator

- Train Sexual Assault Nurse Examiners, prosecutors, law enforcement, and judges on topics including sexual violence, criminal and civil procedure, rape crisis center staff as expert witnesses, confidentiality and health care for victims. Mentor sexual assault coalition attorneys throughout the country.
- Skilled at crafting and delivering media messages and advocating with state agency and elected officials.

Accomplished non-profit manager

- Legal counsel to 32-member ICASA board, which utilizes consensus decision-making.
- Through elected leadership positions on local, regional and national governing bodies for Planned Parenthood, actively pursued the sustainability of a national network of women's health centers. Successfully implemented governance reformulation for national board. Spearheaded membership adoption of national core healthcare services for all Planned Parenthood affiliates in the United States.

Efficient and effective manager

- Adept at managing complex projects including strategically conceptualizing the overall structure for a project, supervising diverse groups of individuals, identifying and assigning tasks, setting deadlines and insuring high quality work product.
- Supervise the Sexual Assault Justice Project, one of the first sexual-assault specific legal clinics in the country.

EMPLOYMENT

2013-Present

NH Coalition Against Domestic & Sexual Violence

Concord, NH

Direct and lead a statewide organization that is a national leader in the movement to end violence against women. Effectively supervise staff in their function to provide funding, training, technical assistance, public policy advocacy, community outreach and development, and forums for resource sharing and networking of the NHCADSV in line with its mission, strategic plan and community needs.

1996 to 2013	Illinois Coalition Against Sexual Assault <u>General Counsel</u> for statewide coalition of 32 sexual assault centers. Advise board on governance and non-profit matters. Provide technical assistance to member programs on wide range of legal issues impacting the provision of rape crisis services. Train and advise representatives of the criminal justice system. Represent coalition to elected officials, statewide stakeholders and media.	Springfield, IL
2005 to 2006	Southern Illinois University School of Medicine <u>Adjunct Faculty</u> Taught Studies in Medical-Legal Aspects of Obstetrics and Gynecology course to MD/JD joint degree students.	Springfield, IL
1994 to 1996 and summer of 1992	Sachnoff & Weaver, Ltd. <u>Associate</u> , Litigation Department Drafted motions and trial briefs and presented appellate oral argument in securities fraud case; defended case-dispositive motions; prepared discovery; defended and took depositions; tried commercial leasing case; drafted articles regarding sexual harassment for client advisory newsletter; investigated and resolved potential conflicts of interest for law firm.	Chicago, IL
1993 to 1994	The Honorable Harold A. Baker, U.S. District Court, C.D. Ill. <u>Law Clerk</u> Conducted legal research and drafted bench memoranda in preparation for hearings and trials; drafted legal opinions.	Danville, IL

VOLUNTEER LEADERSHIP

2006 - 2012	Planned Parenthood Federation of America <u>Member and Officer</u> , Board of Directors Assumed wide range of volunteer leadership roles for national reproductive health care organization, including strategic planning for service provision, reformulating board governance structure, spearheading membership adoption of core service standards for all affiliates, grassroots leadership development and political advocacy related to women's health. Served as vice chair for three years.
2008 - 2012	Planned Parenthood of Illinois <u>Member</u> , Board of Directors
1997-2003	Planned Parenthood, Springfield Area <u>Member</u> , Board of Directors Engaged in strategic planning, fundraising and direction for reproductive health clinic. Chaired committee to open new self-sustaining clinic. Served as board chair.
1997 - present	Springfield Bicycle Club <u>Volunteer and Board Member</u> . Organize and lead cycling events for riders of all ages and experience levels; advocate for funding and public policies to support safe cycling.

EDUCATION

J.D., 1993	Northwestern University School of Law Juris Doctor	Chicago, IL
B.Ph., 1989	Miami University Bachelor of Philosophy in Constitutional Law and Women's Issues	Oxford, OH

Madison Lightfoot

CAREER OBJECTIVE

To obtain a position that allows me to combine my extensive knowledge of NHCADSV and its 13 member programs with my strong communication skills to mobilize the greater community in an effort to combat domestic and sexual violence.

WORK EXPERIENCE

NH Coalition Against Domestic & Sexual Violence

February 2017- Present

Communications Specialist

- Develop and implement a communications plan for NHCADSV.
- Serve as initial point person for general media inquiries to NHCADSV and coordinate response to media requests, including crisis communications.
- Create awareness of NHCADSV, member programs, and the issues of sexual and domestic violence, child abuse, stalking, and human trafficking.
- Manage statewide public awareness campaigns and coordinate NHCADSV's participation in regional and national public awareness efforts.
- Ensure consistent messaging across all communications materials.
- Produce press releases, speeches, newsletters, annual reports, and public awareness materials.
- Work with the Public Policy Specialist to expand NHCADSV's grassroots network, to produce legislative updates and action alerts, and to promote public policy initiatives and campaigns.
- Work with the Development Director to plan and promote events and to assist with donor communications.
- Provide training and technical assistance to member programs on public relations, communications and media advocacy.
- Prepare and support NHCADSV's senior staff to act as spokespersons.
- Manage and evaluate NHCADSV's website and social media platforms.
- Monitor current events and keep staff, the board of directors, and member programs updated on relevant media stories.

New Hampshire Coalition Against Domestic & Sexual Violence

June 2016 – February 2017

Training & Programs Coordinator

- Work collaboratively with the Public Policy and Communications Departments to foster relationships with community members, develop outreach materials, oversee NHCADSV social media activity and other external communications
- Coordinate, create, and disseminate resources to member programs and Sexual Assault Nurse Examiners, including quarterly newsletters, website maintenance, biweekly training and resources updates and population-specific factsheets
- Develop and implement the concept, marketing strategy, outreach materials and comprehensive toolkit for Granite State RESPECT Week
- Coordinate and assist with the ongoing implementation of current NHCADSV programs including the Sexual Assault Nurse Examiner program, the Family Violence Prevention Specialist program and the Trauma Informed Services program
- Assist with coordination of regular Participating Member Council (PMC) meetings including meeting announcements, materials, recording minutes and communicating regularly with PMC members

Haven – Portsmouth, NH

2015 - Present

Client Services Advocate

- Assisted in the development and implementation of HAVEN's outreach efforts during Sexual Assault Awareness Month 2016
- Provide short-term support and assistance to victims, survivors and others affected by domestic and sexual violence
- Serve on the agency hotline as well as provide in-person support at the agency offices and Shelter, Child Advocacy Centers, local hospitals, police stations, and courts
- Directly support survivors in a time of crisis by listening to their needs, providing information, reviewing safety planning, and connecting them with the resources
- Support and empower clients during various stages of healing

ROC USA, LLC – Concord, NH

2014

Image intern

- Managed company social media sites
- Created comprehensive management guide for community leaders
- Implemented marketing strategy
- Designed system for updating community profiles
- Reached out to community members to assess their experience with ROC USA
- Wrote grant applications and received full funding for all submissions
- Wrote news pieces for community website

EDUCATION

University of New Hampshire, Durham, NH

Double Major in Social Work and Women's Studies

Double Minor in Psychology and Race and Ethnic Studies

Graduated 2016

Marie R. Linebaugh

WORK EXPERIENCE

New Hampshire Coalition Against Domestic and Sexual Violence

Concord, NH

Program Director

September 2015-Present

- Implement and direct statewide initiatives of NHCADSV and its member programs.
- Recruit and supervise six program staff, as they implement and sustain initiatives of the NHCADSV.
- Oversee training and technical assistance efforts of the NHCADSV.
- Develop and implement evaluation tools for statewide programs and special projects.
- Provide high level management and support to the AmeriCorps Victim Assistance Program (AVAP.)
- Secured three-year competitive federal funding to support AVAP and developed evaluation methods to measure program outcomes.
- Serve as liaison to the NHCADSV's 13 member programs by identifying needed resources and training to improve direct service delivery.
- Serve on statewide committees to assist in the improvement of multi-disciplinary response to domestic violence, sexual violence and stalking.

New Hampshire Coalition Against Domestic and Sexual Violence

Concord, NH

AmeriCorps Victim Assistance Program Coordinator

August 2014-September 2015

- Co-manage 20-26 AmeriCorps members who provide direct service to survivors of domestic and sexual violence.
- Facilitate monthly meetings for training opportunities and member support.
- Conduct two host site visits per year per member to ensure member satisfaction and program compliance.
- Coordinate member involvement in national service events sponsored by Volunteer New Hampshire (VNH).
- Provide direct support and supervision to AmeriCorps members on an as needed basis.
- Maintain and develop relationships with host site partners by offering support on AmeriCorps protocol.
- Update handbooks, contracts and policies as it relates to programmatic operations.
- Coordinate and facilitate AVAP Partnership meetings on bi-monthly basis.

Human Services Center/McKeesport Collaborative

Turtle Creek, PA

Program Associate/MSW Intern

May 2013-April 2014

- Co-facilitated eight week HIV/AIDS prevention and job readiness hybrid program for 12 youth, ages 13-16.
- Integrated numerous best practice curricula to develop a comprehensive guide for eight week hybrid program.
- Co-wrote five foundation requests of amounts ranging from \$6,000 to \$120,000 to support youth programs department. Three proposals were funded, securing \$276,000, and two are currently under review.
- Organized annual HIV/AIDS Walk, including raising sponsorships and managing in-kind donation requests.
- Coordinated World AIDS Day and National Women and Girls HIV/AIDS Awareness events in McKeesport.
- Updated the Center's HIV/AIDS mobile application, with interactive resources on HIV information and education.

The Stern Center

Forest Hills, PA

Therapeutic Support Staff

October 2012- August 2013

- Provided one-on-one behavioral interventions for children in accordance with their individual treatment plans.

Jewish Family and Children's Service

Pittsburgh, PA

Refugee Resettlement MSW Intern

October 2012- April 2013

- Assisted newly resettled refugees in school enrollments and the elderly in accessing Port Authority senior bus passes.
- Coordinated workshops on weatherization. Taught families how to weatherize their homes for the winter months.
- Assisted with the implementation of the Refugee Youth Employment Program (RYEP.)

YWCA of Hamilton

Hamilton, OH

Program Assistant/Community Educator

July 2011- July 2012

- Coordinated and implemented FOCUS (teen pregnancy prevention program) in schools and local agencies.
- Conducted outreach to 16-19 year old girls in Hamilton, Montgomery, Warren and Butler Counties of Ohio.
- Updated FOCUS' social media through program website, Facebook and Twitter.
- Connected participants to resources in their respective communities as needed.
- Trained department on Microsoft Access, Drop Box, and social media techniques for program recruitment.

Marie R. Linebaugh

YWCA NH

Youth Programs Coordinator

- o Developed and facilitated a leadership and peer educator course for ten high school students.
- o Coordinated and implemented drug and alcohol based prevention curriculum for girls grades 6th, 7th and 8th.
- o Conducted education and outreach to community agencies on topics relevant to the YWCA's mission.
- o Hired, scheduled, and supervised Child Care workers.
- o Obtained credits for CPS (Certified Prevention Specialist) through the state of New Hampshire.

Manchester, NH
November 2010-June 2011

WORK EXPERIENCE (CONTINUED)

AmeriCorps VISTA

Child Health Services

- o Conducted a pilot study to better understand the educational needs of low-income clients.
- o Coordinated and compared data collected from EPIC Medical records and school correspondence.
- o Through data evaluation and qualitative interviews, identified need for literacy support for youth and adults.
- o Developed a model for a pilot Family Literacy Program to be held after clinic hours.
- o Proposed cost-effective and efficient model for a sustainable family literacy program that is still in operation.
- o Aided social service department in providing culturally competent care. (Majority of clientele refugee/immigrant)

B.R.I.N.G. I.T. !!! Program

- o Assisted with grant research and writing, organized programming for refugee and immigrant youth and their families.

Manchester, NH
January 2010-July 2010

July 2009- December 2009

EDUCATION

University of Pittsburgh, School of Social Work

Master of Social Work: Community Organizing and Social Administration

Pittsburgh, PA
April 2014

Emmanuel College

B.A. English Communications & B.A. Sociology

Boston, MA
May 2009

Study Abroad: School of International Training

Attended the Morocco: Culture and Society program. Included a one month research period.

Rabat, Morocco
Spring 2008

GRADUATE FELLOWSHIP

Albert Schweitzer Fellowship

Traditional Fellow

- o Implemented yearlong project with the Prospect Park Family Center. Developed programming for 40 refugee youth.
- o Served as primary mentor for 8th and 9th grade boys group. Conducted weekly groups.
- o Coordinated and facilitated eight week sessions for middle school girls on self-esteem, self-image, healthy relationships, cyber safety, sexual harassment prevention, and boundaries.
- o Developed and implemented eight week co-ed program on healthy relationships for high school youth. Topics included: boundaries, teen dating violence prevention, sexual harassment and violence prevention, and cyber safety.
- o Developed peer support group for young mothers from Burma. Combined mothers spoke three languages in group.
- o Facilitated activities with Burmese mothers on stress management, yoga, nutrition, and food safety/preparation.

Pittsburgh, PA
April 2013-May 2014

Awards/Scholarship:

Mon Valley Woman of Achievement: Special Project Award

- o Co-recipient of the Special Project Award for implementing Project H.E.A.R.T., an eight week summer program for adolescents in McKeesport, PA, engaging youth in peer education and community awareness projects on HIV/AIDS. Implementing job readiness curriculum was also an integral part of Project H.E.A.R.T.

October 2013

University of Pittsburgh: Merit Scholarship

- o Awarded \$3,500 for each of the four semesters of the Master of Social Work graduate program.

August 2012-April 2014

New Hampshire Coalition Against Domestic and Sexual Violence
Job Description: Program Director

The New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV) creates safe and just communities through advocacy, prevention and empowerment of anyone affected by sexual violence, domestic violence and stalking.

The above mission is accomplished by the Coalition, which includes 13 independent community-based member programs, a Board of Directors and a central staff working together to: 1) Influence public policy on the local, state and national levels; 2) Ensure that quality services are provided to victims; 3) Promote the accountability of societal systems and communities for their responses to sexual violence, domestic violence and stalking; 4) Prevent violence and abuse before they occur.

Job Objective and Summary: Provide leadership and oversight in the development and administration of member services, training and technical assistance, statewide programs and other special projects of the NHCADSV in line with its mission, strategic plan and community needs.

Essential Functions:

- Develop, implement and direct statewide programs and projects of NHCADSV in response to member program and community needs.
- Recruit, manage, and evaluate program staff to ensure successful implementation of statewide programs.
- Serve as key staff liaison to the NHCADSV member programs by identifying and facilitating training and technical assistance related to direct services.
- Coordinate work of the Participating Member Council.
- Manage statewide training and technical assistance activities of the NHCADSV for stakeholders.
- Participate on the NHCADSV Leadership Team to further the mission of NHCADSV and to implement strategic plans.
- Work with Executive Director and Leadership Team to secure funding for existing statewide programs, and develop and implement new programs and special projects.
- Direct implementation of NHCADSV Program Standards and Compliance Monitoring.
- Keep all stakeholders informed of relevant activities of programs.
- Serve on statewide committees and advisory boards to improve multidisciplinary responses to sexual violence, domestic violence and stalking.
- Direct the statewide prevention initiatives of NHCADSV, including primary prevention.
- Develop and implement evaluation methods for statewide programs and special projects.

Minimum Requirements: Bachelor's Degree. Demonstrated program and organizational development skills. At least five years of management and supervisory

experience in a dynamic and complex organization.

Preferred Skills: Excellent oral and written communication skills with strong interpersonal and networking abilities. Creativity, professionalism, ability to communicate with diverse audiences, and system collaboration experience. Experience with domestic and sexual violence advocacy and prevention, and providing services to victims.

Physical and psychological demands: The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

- Must be physically and mentally capable of performing multiple tasks (such as phone calls, computer work, attending meetings) under stressful situations and able to consistently function well in a fast paced environment.
- Must be capable of using a visual display terminal with keyboard, repetitively use his/her wrist, elbow and shoulder.
- Must be able to talk and hear.
- This position is located in Concord, NH. Occasional travel, primarily in state.

Disclaimer

The above statements are intended to describe the general nature and level of work expected for this position. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required. All personnel may be required to perform duties outside of their normal responsibilities from time to time, as needed.

The NH Coalition is an Equal Opportunity Employer and is committed to hiring and employing diverse staff. We strongly encourage people of diverse racial, gender, and ethnic identities and abilities to apply.

For Human Resources Only

Job Category	Director
Exempt/Nonexempt	Exempt
This is a full time position	Full time: 40 hours per week
Supervisor	Executive Director
Department(s)	Programs
Last Revised	May 2015

New Hampshire Coalition Against Domestic and Sexual Violence
Job Description: Training and Programs Coordinator

The New Hampshire Coalition Against Domestic and Sexual Violence creates safe and just communities through advocacy, prevention and empowerment of anyone affected by sexual violence, domestic violence and stalking.

The above mission is accomplished by the Coalition, which includes 13 independent community-based member programs, a Board of Directors and a central staff working together to: 1) Influence public policy on the local, state and national levels; 2) Ensure that quality services are provided to victims; 3) Promote the accountability of societal systems and communities for their responses to sexual violence, domestic violence and stalking; 4) Prevent violence and abuse before they occur.

Job Objective and Summary: Coordinate and provide support for the Program efforts of the NHCADSV and its member programs.

These primary job functions will be performed at the Coalition's office in Concord, NH. The employee must have access to reliable transportation to and from work. Frequent travel may be required throughout New Hampshire as necessary.

Essential Functions:

- Programs Coordination
 - Coordinate and assist with the ongoing implementation of current NHCADSV programs including the Family Violence Prevention Specialist Program, Trauma Informed services, and other special projects and initiatives.
 - Coordinate and assist with committees/collaborations that involve current programs of NHCADSV.
- Member Program Outreach
 - Assist with coordination of regular Participating Member Council meetings including meeting announcements, materials and recording minutes.
 - Coordinate, create, and disseminate resources to member programs.
 - Provide technical assistance to member programs on issues identified by the programs and per grant requirements.
- Training coordination
 - Coordinate and/or provide training for the AmeriCorps Victim Assistance Program, the Family Violence Prevention Specialist program, and other education opportunities.
 - Provide basic domestic violence and sexual assault trainings as necessary.
 - Develop and maintain a network of trainers for statewide training.
 - Develop online resources and training modules to support volunteer trainings facilitated by member programs.
 - Maintain data of trainings delivered and online modules accessed.
- Additional administrative workflows:
 - Provide data management assistance as needed
 - Maintain program files, mailing lists and correspondence

Minimum Requirements: Bachelor's Degree or equivalent experience.

Preferred Skills:

- Excellent organization skills, including the ability to follow through on projects and meet deadlines.
- Ability to take direction, work independently and as part of a team, and be self-motivated.
- Competent with electronic communication such as documents, forms, spreadsheets, and email.
- Ability to engage an audience in a formal training.
- Detail oriented
- Effective communicator
- Highly dependable
- An understanding of domestic and sexual violence issues, and multi-disciplinary approaches preferred.

Physical and psychological demands: The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

- Must be physically and mentally capable of performing multiple tasks (such as phone calls, computer work, attending meetings) under stressful situations and able to consistently function well in a fast paced environment.
- Must be capable of using a visual display terminal with keyboard, repetitively use his/her wrist, elbow and shoulder.
- Must be able to talk and hear.
- Must be able to climb multiple flights of stairs, and lift or move up to 50 pounds.

Disclaimer

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For Human Resources Only

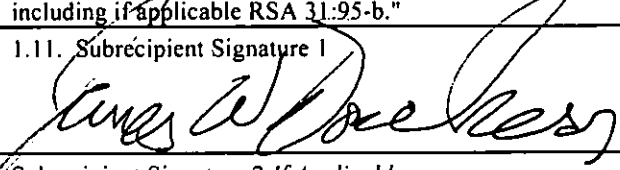
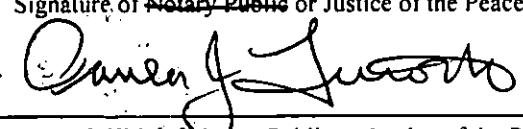
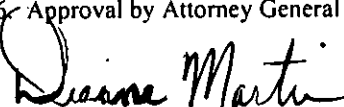
Job Category	Coordinator
Exempt/Nonexempt	Non Exempt
This is a full time position	40 hours per week
Supervisor	Program Director
Department(s)	Programs
Last Revised	April 2017

GRANT AGREEMENT

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

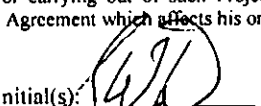
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Nashua, New Hampshire Police Department		1.4. Subrecipient Address 0 Panther Drive, PO Box 785, Nashua, NH 03061	
1.5 Subrecipient Phone # 603-594-3620	1.6. Account Number 5017-072-500574	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 58,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 James Donohess Mayor	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough on 1/28/19, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)  exp 10/21/2020			
1.13.2. Name & Title of Notary Public or Justice of the Peace Paula J. Turwotte, Justice of the Peace			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 1/29/19			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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

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


Date: 1/28/19

- 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.



Date: 1/28/19

EXHIBIT A

-SCOPE OF SERVICES-

1. The Nashua, New Hampshire Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer Prosecutors for the Violence Against Women Formula Grant Program state solicitation.

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

3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.

4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.

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

6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

Subrecipient Initials



Date 1/28/19

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$58,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials


Date 1/28/19

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials


Date 1/28/19

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subrecipient"), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968. 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

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

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

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

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

Any subrecipient, at any tier, must comply with this condition.

VAWA PROGRAM GUIDELINES AND CONDITIONS

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

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

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization ("except churches") doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

VAWA PROGRAM GUIDELINES AND CONDITIONS

agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

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

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. If the NHDOJ and or the USDOJ learns or is notified that the subrecipient ("subgrantees") at any tier, including recipients of "subawards" and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

VAWA PROGRAM GUIDELINES AND CONDITIONS

restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

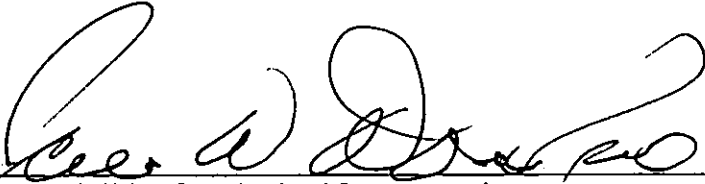
Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

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

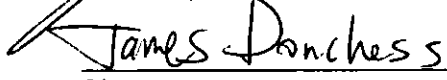
53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Name and Title of Authorized Representative



Signature

1/28/19

Date

City of Nashua, NH 229 Main St Nashua, NH

Name and Address of Agency

Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

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

The Nashua Police Department (Applicant) certifies that any funds awarded through **grant number** 2019W063 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: William Adamson Grant Manager

Signature: _____

Date: 11/29/18

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on non-procurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

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

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:


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

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

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

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

ANDREW J. LAVOIE CHIEF OF POLICE
Name and Title of Head of Agency

 10/9/18
Signature Date

NASHUA POLICE DEPT. @ PANTHER DR POBOX 785 NASHUA, NH 03061
Name and Address of Agency



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

Under section 40002(b) (2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

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

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

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

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

(C) Release

If the release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

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

ANDREW J. LAVIE CHIEF OF POLICE
Typed Name of Authorized Representative Title

Telephone Number (603) 594-3600

[Signature] 10/9/18
Signature of Authorized Representative Date Signed

NASHUA, NH POLICE DEPARTMENT
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: <u>Nashua Police Department</u>		DUNS Number: <u>189808595</u>
Address: <u>6 Panther Drive Nashua, NH 03061</u>		
Grant Title:	Grant Number:	Award Amount: <u>58,000.00</u>
Name and Title of Contact Person: <u>Bill Adamson / Grant Manager</u>		
Telephone Number: <u>594-3620</u>	E-Mail Address: <u>AdamsonWB@nashuapd.com</u>	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees.
 Recipient is an Indian tribe.
 Recipient is a medical institution.
 Recipient is a nonprofit organization.
 Recipient is an educational institution.
 Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
 certify that _____ [recipient] is
 not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
 I further certify that _____ [recipient]
 will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
 services.

Print or Type Name and Title _____ Signature _____ Date _____

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Bill Adamson [responsible official],
 certify that Nashua Police Department [recipient],
 which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public; employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Nashua Police Department [organization],
6 Panther Drive [address].

William Adamson / Grant Manager Signature _____ Date 10/5/18

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
 certify that _____ [recipient],
 which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title _____ Signature _____ Date _____

STOP VIOLENCE AGAINST WOMEN
FORMULA GRANT PROGRAM

CERTIFICATE OF COLLABORATION

THIS SECTION TO BE COMPLETED BY APPLICANT AGENCY:

Applicant Agency: Nashua, New Hampshire Police Department

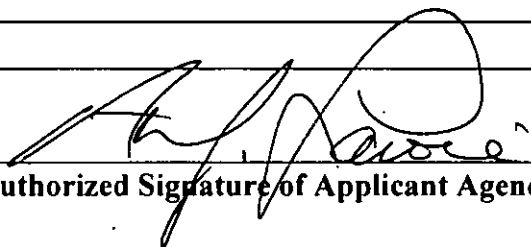
In satisfaction of this grant program requirement, this agency certifies that it has consulted with their local victim services program during the course of developing this proposal in order to ensure that the proposed activities and/or equipment Acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

Please provide a brief description of the consultation with and/or collaborative the relationship established between the applicant and the local victim services organization identified below.

See attached narrative

10/9/18

Date



Authorized Signature of Applicant Agency

THIS SECTION TO BE COMPLETED BY LOCAL VICTIM SERVICES ORGANIZATION. THE INDIVIDUAL SIGNING THIS SECTION MAY NOT BE FROM THE ABOVE APPLICANT AGENCY [unless this grant is being made to the victim service organization]

As a designated representative of Bridges: Domestic and Sexual Violence Support a recognized local victim services organization, I certify that the above statement is an accurate description of the consultation with and/or collaborative relationship established between this agency and the applicant agency identified above.

Name of Organization: Bridges: Domestic and Sexual Violence Support

Name & Title of Signing Authority:

Dawn L. Reams, Executive Director
Dawn Reams
10/10/18

Signature:

Date:



City of Nashua

Office of the City Clerk

Patricia Piecuch
City Clerk

229 Main Street
P.O. Box 2019
Nashua, NH 03061-2019

(603) 589-3010
Fax (603) 589-3029
E-Mail: cityclerkdept@NashuaNH.gov

CERTIFICATE OF AUTHORITY

I, Patricia D. Piecuch of the (entity) do hereby certify that:

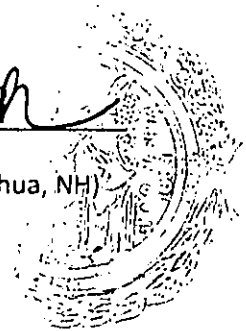
- (1) The Nashua, NH Board of Aldermen voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice regarding the Violence Against Women Act (VAWA) grant program ;
- (2) The Nashua, NH Board of Aldermen further authorizes the Mayor, James Donchess, to execute any 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:

James Donchess

- (5) The mayor listed above was authorized to sign the VAWA grant contract on January 28, 2019

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk this 28th day of January, 2019

(Patricia D. Piecuch-City Clerk, Nashua, NH)

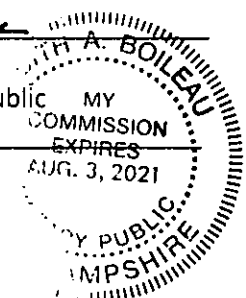


STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 28th day of (Jan. 2019), before me Judith A. Boileau the undersigned officer, personally appeared (name and position), who acknowledged their self to be the (position) for the (entity), being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

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





City of Nashua

Office of the City Clerk

Patricia Piecuch
City Clerk

229 Main Street
P.O. Box 2019
Nashua, NH 03061-2019


(603) 589-3010
Fax (603) 589-3029
E-Mail: cityclerkdept@NashuaNH.gov

CERTIFICATE OF VOTE

I, Patricia D. Piecuch, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I am the duly appointed City Clerk for the City of Nashua, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
3. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
4. The attached is a true and complete copy of Resolution 18-090; that said Resolution was approved following a motion duly made at a meeting of the Board of Aldermen of the City of Nashua, NH, held on December 26, 2018, which was duly called and at which a quorum was present;
5. The foregoing Resolution R-18-090 is in full force and effect, unamended, as of the date hereof;
6. That James W. Donchess, was duly elected as Mayor of the City of Nashua at a Municipal Election; and
7. Resolved: That as Mayor he is hereby authorized on behalf of the City of Nashua 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 may deem necessary, desirable or appropriate.

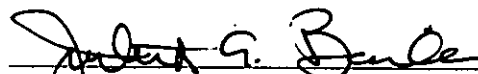
IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality this 28th day of January, 2019.

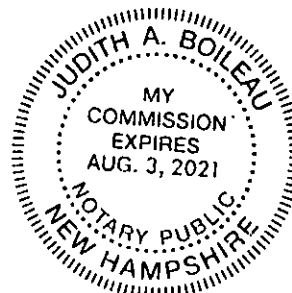

Patricia D. Piecuch, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On January 28, 2019, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, to be the City Clerk of the Municipality identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.


Notary Public/Justice of the Peace





RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$58,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE INTO POLICE GRANT ACTIVITY "2019 VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM" AND TO AUTHORIZE THE TRANSFER OF MATCHING FUNDS

CITY OF NASHUA

In the Year Two Thousand and Eighteen

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Nashua Police Department are authorized to accept and appropriate \$58,000 from the State of New Hampshire Department of Justice into Police Grant Activity "2019 Violence Against Women Act (VAWA) Grant Program" and to authorize the transfer of matching funds in the amount of \$70,155 from Department 194 "Contingency", Account #70120 "Contingency, Police Grants" for the purpose of funding law enforcement programs for the period of January 1, 2019 through December 31, 2019.

RESOLUTION R-18-090

Relative to the acceptance and appropriation of \$58,000 from the State of New Hampshire Department of Justice into Police Grant Activity "2019 Violence Against Women Act (VAWA) Grant Program" and to authorize the transfer of matching funds

IN THE BOARD OF ALDERMEN

1ST READING NOVEMBER 13, 2018

Referred to:
HUMAN AFFAIRS COMMITTEE

2nd Reading DECEMBER 26, 2018

3rd Reading _____

4th Reading _____

Other Action _____

Passed DECEMBER 26, 2018

Indefinitely Postponed _____

Defeated _____

Attest: [Signature]
City Clerk

[Signature]
President

Approved [Signature]
Mayor's Signature

12/31/18
Date

Endorsed by [Signature] MAYOR

[Signature] WILSHIRE

[Signature] O'BRIEN

[Signature] HARRIOTT-GATHRIGHT

[Signature] DOWD

[Signature] KLEE

[Signature] LAWS

[Signature] LOPEZ

[Signature] CARON

[Signature] KELLY
MELIZZI-GOLJA

[Signature] TENCZA

[Signature] SCHMIDT

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
City Clerk

President

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2019

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

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

PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	CONTACT NAME: Maria Nixon	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 781-376-5035
E-MAIL ADDRESS: Maria.Nixon@usi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Alternative Insurance Company		19720
INSURER B: Safety Mutual Casualty Corporation		15105
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N1A2RL00000512	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$
							RETENTION \$300,000
							COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SP4058992	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Domestic Violence Grant



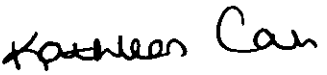
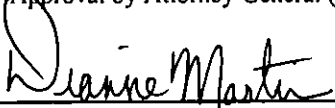
CERTIFICATE HOLDER NH Department of Justice 33 Capitol Street Concord, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joseph C. Blawie</i>
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GRANT AGREEMENT

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

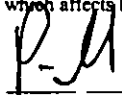
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Cheshire County Attorney's Office		1.4. Subrecipient Address 12 Court St. Keene, NH 03431	
1.5 Subrecipient Phone # 603-355-3010	1.6. Account Number 5017-072-500574	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 30,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 		1.12. Name & Title of Subrecipient Signor 1 Peter Graves, Chair County Commissioners	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Cheshire on 11/14/18 before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Rodney Bouchard, J.P.			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 12/15/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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

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



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



EXHIBIT A

-SCOPE OF SERVICES-

1. The Office of the Cheshire County Attorney as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under Services, Training, Officers, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$30,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials P. M.

Date 11/14/18

EXHIBIT C

-SPECIAL PROVISIONS-

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subrecipient"), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

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7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

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20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

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

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

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

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

Any subrecipient, at any tier, must comply with this condition.

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

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

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization (“except churches”) doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State’s office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (“subgrantees”) at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

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required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

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agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this award should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

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

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. If the NHDOJ and or the USDOJ learns or is notified that the subrecipient ("subgrantees") at any tier, including recipients of "subawards" and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations law,

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restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

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

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The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

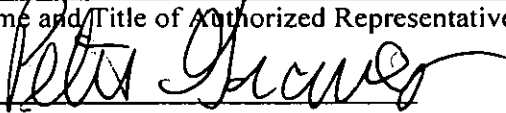
Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

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

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

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54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Peter Graves, Chair County Commissioners
Name and Title of Authorized Representative
 11/14/18
Signature Date

County of Cheshire, 12 Court Street, Keene, NH 03431
Name and Address of Agency



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

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

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

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

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

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

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

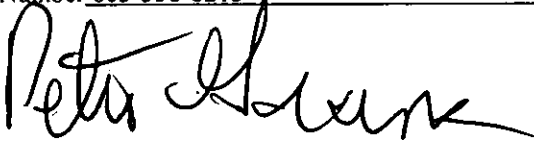
As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of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

Peter Graves, Chair County Commissioners

Typed Name of Authorized Representative

Title

Telephone Number 603-358-8215



November 14, 2018

Signature of Authorized Representative

Date Signed

County of Cheshire

Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

EEOP Reporting

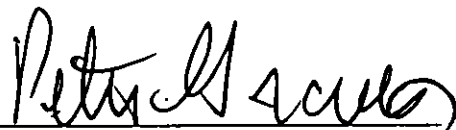
I, Peter Graves, Chair County Commissioners [*responsible official*], certify that

County of Cheshire [*recipient*] has completed the EEO reporting tool certification form at:
https://ojp.gov/about/ocr/faq_eeop.htm on May 9, 2017 [Date]

And that David Lauren, Assistant County Attorney and Domestic Violence Prosecutor [*responsible official*] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 11/6/18 [date]

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

Signature:



Date: November 14, 2018

Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

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

The County of Cheshire (Applicant) certifies that any funds awarded through **grant number 2019W031** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: Peter Graves, Chair County Commissioners

Signature: 

Date: 11/14/18

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

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

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

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

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

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

Peter Graves, Chair County Commissioners

Name and Title of Head of Agency

Signature



November 14, 2018

Date

County of Cheshire, 12 Court Street, Keene, NH 03431

Name and Address of Agency



County of Cheshire

12 Court Street, Keene, NH 03431

Website: www.co.cheshire.nh.us

CERTIFICATE OF AUTHORITY

I, Charles Weed, Clerk of the Commissioners, do hereby certify that:

1. I am a duly elected Officer of the County of Cheshire.
2. The following is a true copy of the resolution duly adopted at a meeting of the Commissioners of the County of Cheshire duly held on November 14, 2018:

RESOLVED: That the Chair of the Commissioners is hereby authorized on behalf of this County to enter into the said grant contract with the New Hampshire Department of Justice and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 14th day of November 2018.

4. Peter Graves is the duly elected Chair of the Commissioners of the Agency.

(Clerk of the Commissioners, Charles Weed)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 14th day of November 2018 by Charles Weed.

Rodney Bouchard, Justice of the Peace

Commission Expires: JAN 28, 2020

Area Code 603



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431		Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory/Limits May Apply; If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2018	1/1/2019	Each Occurrence	\$5,000,000
	1/1/2019	1/1/2020	General Aggregate	\$5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> Statutory	
	1/1/2019	1/1/2020	Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

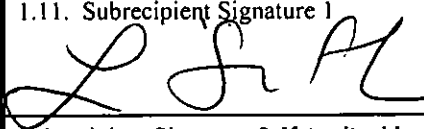
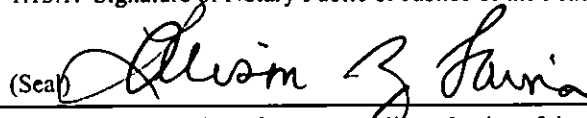
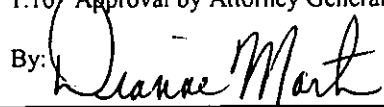
CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Tammy Downer</i>
			Date: 11/6/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Office of the Grafton County Attorney		1.4. Subrecipient Address 3785 Dartmouth College HWY, N. Haverhill, NH 03774	
1.5 Subrecipient Phone # 603-787-6968	1.6. Account Number 5017-072-500574	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 30,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 Office County Attorney, L. J. Al Grafton County NH	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of <u>Grafton</u> on <u>11/4/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)  ALISON Z. FARINA Notary Public - New Hampshire My Commission Expires March 23, 2021			
1.13.2. Name & Title of Notary Public or Justice of the Peace <u>Alison Farina, Notary Public</u>			
1.14. State Agency Signature(s) <u>Kathleen Carr</u>		1.15. Name & Title of State Agency Signor(s) <u>Kathleen Carr, Director of Admin</u>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: <u>12/21/18</u>			
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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

[Handwritten Signature]

[Handwritten Date: 12/5/18]

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

YG

12/5/10

EXHIBIT A

-SCOPE OF SERVICES-

1. The Office of the Grafton County Attorney as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under Services, Training, Officers, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

Subrecipient Initials

Date



11/18/18

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$30,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials Y
Date 11/18/12

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials JD
Date 11/27/12

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as “subrecipient”), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program’s purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968. 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

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

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

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging while Driving,” 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (“Subgrantees”) to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

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

Any subrecipient, at any tier, must comply with this condition.

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

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

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization (“except churches”) doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State’s office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (“subgrantees”) at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

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required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

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agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

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

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. If the NHDOJ and or the USDOJ learns or is notified that the subrecipient ("subgrantees") at any tier, including recipients of "subawards" and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

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restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

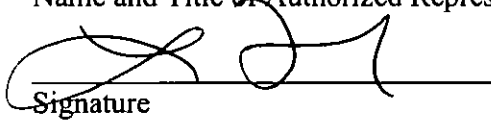
Any provision of the requirement of this award is held to be invalid or enforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum affect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable;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

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Lara Saff Grafton County Attorney
Name and Title of Authorized Representative


Signature

12/4/18
Date

Grafton County Attorney, 3785 DCH, N. Hawk Hill
Name and Address of Agency
NH 03774

EEOP Reporting

I, Julie L. Libby [responsible official], certify that
Grafton County [recipient] has completed the EEO reporting tool certification
form at: https://ojp.gov/about/ocr/faq_eeop.htm on 12/4/18 [Date]

And that Julie L. Libby [responsible official] has completed the EEOP
training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 12/4/18 [date]

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

Signature: Julie L. Libby

Date: 12/4/18



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

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

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

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or

(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

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

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

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

~~_____~~ Lara Saffo County Attorney
Typed Name of Authorized Representative Title

Telephone Number 603 787 6960

[Signature] 12/5/10
Signature of Authorized Representative Date Signed

Grafton County NH
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRRC@usdoj.gov).

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

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

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

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

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

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

Lara Saffo Grafton County Attorney, NH

Name and Title of Head of Agency


Signature

12/5/18
Date

3785 Dartmouth College Hwy N. Hanover, NH 03774
Name and Address of Agency

Non-supplanting Certification

Supplanting defined

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


Supplanting and job retention

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

The Grafton County (Applicant) certifies that any funds awarded through grant number 2019-W051 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: Lara Saffo, Grafton County Attorney

Signature: 

Date: 11/19/18

CERTIFICATE OF AUTHORITY

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

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

Lara J Saffo


IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Grafton County Board of Commissioners this 4th day of December, 2018


Wendy Piper, Clerk
Grafton County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

On this the 4th day of December, 2018, before me Julie L Libby, the undersigned officer, personally appeared Wendy Piper, who acknowledged their self to be the Clerk, Board of Commissioners for Grafton County, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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


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

JULIE L. LIBBY, Notary Public
Commission Expires July 11, 2023



CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	603	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

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

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

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



CERTIFICATE OF COVERAGE

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

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

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

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

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

Description: Proof of Primex Member coverage only.


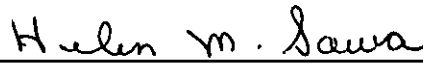
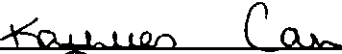
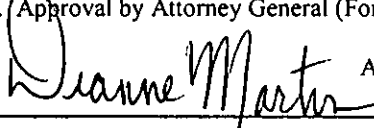
CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: Tammy Denver Date: 11/28/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of New Hampshire Attorney Generals Office 33 Capitol St Concord, NH 03301			

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Manchester, NH, Office of the City Solicitor		1.4. Subrecipient Address One City Hall Plaza, Manchester, NH 03101	
1.5 Subrecipient Phone # 603-624-6523	1.6. Account Number 5017-072-500574	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 30,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 Emily Gray Kirk, Esq. City Solicitor	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough , on 12/7/18 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace HELEN M. SOWA, Notary Public My Commission Expires September 17, 2019			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Admin	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 12/14/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____			

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

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

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- 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 intend of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

1. The City of Manchester, NH Office of the City Solicitor as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Formula Grant Program state solicitation.

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

3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.

4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.

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

6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$30,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials OR

Date 12/7/18

EXHIBIT C

-SPECIAL PROVISIONS-

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as “subrecipient”), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program’s purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968. 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

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

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

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

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

Any subrecipient, at any tier, must comply with this condition.

VAWA PROGRAM GUIDELINES AND CONDITIONS

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

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

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization (“except churches”) doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (“subgrantees”) at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

VAWA PROGRAM GUIDELINES AND CONDITIONS

agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this award should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

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

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. If the NHDOJ and or the USDOJ learns or is notified that the subrecipient (“subgrantees”) at any tier, including recipients of “subawards” and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 US.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient (“subgrantee”) at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

VAWA PROGRAM GUIDELINES AND CONDITIONS

restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

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

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Emily G. Rice

Name and Title of Authorized Representative

Emily G. Rice

Signature

12/7/18

Date

Office of the City Solicitor, One City Hall Plaza

Name and Address of Agency

Mandeville, NH 03101

Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

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

The Manchester, NH, Office of City Solicitor (Applicant) certifies that any funds awarded through grant number 2019W067 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: Emily Grayucci, City Solicitor

Signature: Emily Grayucci Date: 12/7/18

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

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with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

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

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

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

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

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

Emily G. Rice

Name and Title of Head of Agency

Emily Gray Rice

Signature

12/7/18

Date

Office of the City Solicitor, One City Hall Plaza

Name and Address of Agency

Manchester, NH 03101

EEOP Reporting

I, _____ [responsible official], certify that
_____ [recipient] has completed the EEO reporting tool certification
form at: https://ojp.gov/about/ocr/faq_eeop.htm on _____ [Date]

And that _____ [responsible official] has completed the EEOP
training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: _____ [date]

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

Signature: _____

Date: _____

We are exempt per 28 CFR § 42.302
Please see copy of certification form, attached.

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CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: OFFICE of the CITY SOLICITOR, MANCHESTER, NH	
Address: One City Hall Plaza, Manchester, NH 03104	
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DUNS Number: 045004073	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Emily Gray Rice	
Telephone Number: (603)	E-Mail Address: erice @ manchester-nh . gov

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- Less than fifty employees. Indian Tribe Medical Institution.
 Nonprofit Organization Educational Institution Receiving a single award(s) less than \$25,000.

I, Emily Gray Rice [responsible official], certify that Office of City Solicitor, Manchester NH (Solicitor) [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that Office of City Solicitor, Manchester, NH [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Emily Gray Rice, City Solicitor Emily Gray Rice 11/9/2010
Print or Type Name and Title Signature Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization], _____

[address]. _____

Print or Type Name and Title Signature Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title Signature Date

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

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.


(A) In general

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

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

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


12/7/14

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

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

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

Emily Gray Rice

City Solicitor

Typed Name of Authorized Representative

Title

Telephone Number (603) 624-6523

Emily Gray Rice
Signature of Authorized Representative

12/7/19

Date Signed

Office of the City Solicitor, Manchester, NH
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

Matthew Normand
City Clerk



Heather Freeman
Assistant City Clerk

JoAnn Ferruolo
Assistant City Clerk

CITY OF MANCHESTER
Office of the City Clerk

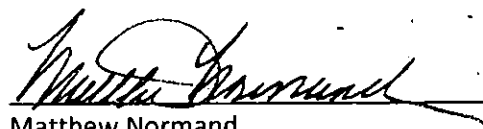
CERTIFICATE OF AUTHORITY

I, Matthew Normand, City Clerk of the City of Manchester, New Hampshire do hereby certify that:

- (1) On December 4, 2018 the Board of Mayor and Aldermen voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Board of Mayor and Aldermen further authorized the City Solicitor to execute any documents which may be necessary for this contract;
- (3) On December 7, 2018, the City Solicitor possessed the authority to execute the grant-contract and all necessary documents;
- (4) The 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
- (5) The following now occupies the office indicated above:

Emily Gray Rice

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk this 11th day of December, 2018


Matthew Normand
City Clerk



Kevin J. O'Neil
Risk Manager



CITY OF MANCHESTER
Office of Risk Management

CERTIFICATE OF COVERAGE
STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE

Attn: Kathleen Carr
33 Capitol Street
Concord, NH 03301

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 within the financial limits of RSA 507-B as follows:

Limits of Liability (in thousands 000)

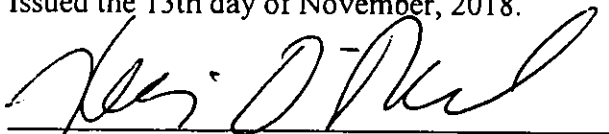
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

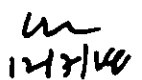
DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

For the Violence Against Women Formula Grant Program from January 1, 2019 through December 31, 2019.

Issued the 13th day of November, 2018.



Risk Manager


12/31/18

Date: 08/28/2018

STATE OF NEW HAMPSHIRE
DEPARTMENT OF LABOR
P.O. BOX 2160
CONCORD, N.H. 03302-2160
(603) 271-3799
ADMINISTRATION FUND

INVOICE: 000367257

RECEIVED

AUG 31 2018

RISK

Please detach and submit upper portion with payment.
Payment CANNOT be combined with any other payment.

ATTN KEVIN O'NEIL
MANCHESTER CITY OF
OFFICE OF RISK MANAGEMENT
CITY HALL 27 MARKET ST
MANCHESTER NH 03101

EN 2207
Due Date: 09/27/2018
Amount Due:\$ 118,418.45

Assessment in accordance with RSA 281-A:59 Paragraph III, ADMINISTRATION FUND, New Hampshire Workers' Compensation Law, effective July 1, 1989.

Paid workers' compensation benefits in New Hampshire 2017 -
All insurance carriers and self-insurers \$ 179,378,884.00

Your Pro Rata Share of Total Paid Benefits:

Paid: \$ 3,096,277.00 Pro Rata Share: 0.017261101

Total Workers' Compensation Division Budget
Fiscal Year 2019 \$ 8,543,836.00

Less Balance in Administration Fund 6/30/2018 \$ 1,683,413.00

Total Amount to be Collected \$ 6,860,423.00
Pro Rata Share Assessment of Budget: \$ 118,418.45
(Minimum Assessment is \$100.00)

Invoice: 000367257 Due Date: 09/27/2018 Amount due:\$ 118,418.45

This assessment payable 30 days from date of invoice. Please make check payable to:
"Treasurer, State of New Hampshire". Mail along with upper portion of this
assessment letter to the Department of Labor, PO Box 2160, Concord NH 03302-2160.
Late payments are subject to a civil penalty of \$100 per day pursuant to RSA 281-A:59,
VII.

Ken Merrifield
Labor Commissioner

Doc ID# 9-19-18
Vndr CD 2165
Doc Total 118,418.45
Fund/Org
Actv/Obj 1700 C 10214
953-056
Prj#/Ln 966239
Approved H. Sawa 9-6-18
201903322
PIN036G.doc

O.K. to pay
K.O
9/4/18

WJL

STATE OF NEW HAMPSHIRE
Department of Labor
Concord, NH 03301
WORKERS' COMPENSATION SELF-INSURANCE

CERTIFICATE OF INSURANCE

Name of Self-Insured Employer: CITY OF MANCHESTER

Current Mailing Address: ONE CITY HALL PLAZA MANCHESTER, NH 03101

Policy Number: N/A

Effective Date of Certificate: SEE ENCLOSED EXCESS W/C CERTIFICATE

Length of Term of Policy:

Insured's Retention:

Aggregate Per Policy Term Amount:

Business Name of Insurance Company: N/A
Insurance Company

Authorized Representative: N/A
For Insurance Company Representative

Title of Authorized Representative: N/A
Title of Representative

MARCH 21, 2018
Date

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12/7/18

CERTIFICATE OF INSURANCE

Name of Self-Insured Employer: CITY OF MANCHESTER, NH

Current Mailing Address: ONE CITY HALL PLAZA, MANCHESTER, NH 03101

Policy Number: SP 4056807

Effective Date of Certificate: July 01, 2017

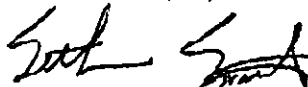
Length of Term of Policy: 2 (Two) years

Insured's Retention: \$ 1,150,000 Specific Excess Self-Insured Retention Per Occurrence
Specific Excess Limit: Statutory
Employers' Liability Limit: \$ 1,000,000 Per Occurrence and Aggregate

Aggregate Per Policy Term Amount: N/A

Business Name of Insurance Company:

SAFETY NATIONAL CASUALTY CORPORATION
Insurance Company



Authorized Representative:

SETH A. SMITH
For Insurance Company Representative

Title of Authorized Representative:

SENIOR VICE PRESIDENT WC UNDERWRITING
Title of Representative

Date: 05/12/2017

WCSI-4 (1/92)

0135 00 1297 (XWC)

NEW HAMPSHIRE AMENDATORY ENDORSEMENT

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

This policy is changed to provide:

No. 1

This policy insures payment of Workmen's Compensation, within the financial limits established by its provisions, pursuant to Revised Statutes Annotated, Chapter 281, as amended.

No. 2

In the event the Insured has failed to fulfill all his obligations under the Workmen's Compensation Law, the Insurer shall, at the direction of the Commission of Labor, deposit any money to be received by the Insured under the provisions of this policy in such bank as said Commissioner may determine, such money to be held in trust for the payment of any liabilities incurred by the Insured pursuant to Chapter 281, as amended.

No. 3

Any money to be paid to the Insured by the Insurer under the provisions of this policy or any money directed by the Commissioner of Labor to be deposited in a bank to be held in trust shall not be assignable, attachable or be liable in any way for the debt of the Insured unless incurred under Chapter 281 of the Workmen's Compensation Law, except in the event of the Insured's bankruptcy and the U.S. Bankruptcy court assumes jurisdiction over this policy.

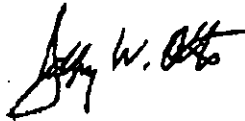
No. 4

If either party to this policy desires to cancel said policy, such cancellation shall become effective for a period of 45 days (30 days if cancellation is for non-payment of premium) from date of filing of notice with the Department of Labor, State of New Hampshire, 95 Pleasant Street, State Office Park South, Concord, New Hampshire 03301.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4056807, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF MANCHESTER, NH, dated July 01, 2017.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary


President

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STATE OF NEW HAMPSHIRE
Department of Labor
Concord, NH 03301
WORKERS' COMPENSATION SELF-INSURANCE
QUESTIONNAIRE

Name of Self-Insurer CITY OF MANCHESTER

Address

1 CITY HALL PLAZA, MANCHESTER NH 03103

Contact Name: KEVIN O'NEIL Fed. ID # 02-6000517

Email: KONEIL@MANCHESTERNH.GOV Telephone: 603-624-6503

The following information is supplied for Labor Department use. List only amounts you PAID in workers' compensation benefits under NEW HAMPSHIRE LAW for calendar year 2017 or your fiscal year that ended in calendar year 2017

Period covered: From 1/1 2017 through 12/31 2017

1. 281-A: 23 Medical, Hospital and Remedial Care	<u>\$ 1,751,593.48</u>
2. 281-A: 25 Vocational Rehabilitation	<u>-0-</u>
3. 281-A: 26 Compensation for Death	
(a) Dependent Benefits	<u>\$ 73,805.68</u>
(b) Burial Expenses	<u>\$ -0-</u>
Total (a) & (b)	<u>\$ 73,805.68</u>
4. 281-A: 28 Compensation for Total Disability (Statutory payments only, please exclude supplemental sick leave benefits)	<u>\$ 559,744.90</u>
5. 281-A: 29 Adjusted Total Disability (If any)	<u>\$ -0-</u>
6. 281-A: 31 Compensation for Temporary Partial Disability	<u>\$ 27,400.87</u>
7. 281-A: 32 Scheduled Permanent Impairment Awards	<u>\$ 407,969.63</u>
8. 281-A: 37 Lump Sum Payments	<u>\$ 275,762.76</u>
TOTAL (1 through 8)	<u>\$ 3,096,277.32</u>

(Signed) Christopher Bayler
Branch Manager
Revised 4/13/18
Title Branch Manager
Date 4/13/18

WCSI-16 (9/2015) Questionnaire

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THE STATE OF NEW HAMPSHIRE
 Department of Labor
 Concord, NH 03301
 WORKERS' COMPENSATION SELF-INSURANCE

REPORT OF OUTSTANDING LIABILITIES

Annually Ending 12/31 2017

* See Attached

Employee's Name	1 Date of Injury	2 Paid to Date	3 Original Reserves	4 Future Reserves	Employee's Name	1 Date of Injury	2 Paid to Date	3 Original Reserves	4 Future Reserves

Self-Insurer _____

TOTALS	\$3,044,538.35	\$3,297,407.47	\$636,295.88
	Total Paid	Total Incurred	Outstanding Reserves

12/11/17

CITY OF MANCHESTER, NEW HAMPSHIRE

**Independent Auditors' Reports Pursuant
to Governmental Auditing Standards
and Uniform Guidance**

For the Year Ended June 30, 2016

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12/7/10

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12/7/18



REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

Independent Auditors' Report

To the Honorable Board of Mayor and Aldermen and
Citizens of the City of Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Manchester, New Hampshire, as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 20, 2017.

Our report includes a reference to other auditors who audited the financial statements of the School District, Transit Authority, and Employee's Contributory Retirement System, as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of

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12/7/16

the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Melanson Heath

March 20, 2017



102 Perimeter Road
Nashua, NH 03063
(603) 882-1111
melansonheath.com

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND
REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditors' Report

To the Honorable Board of Mayor and Aldermen and
Citizens of the City of Manchester, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited the City of Manchester, New Hampshire's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2016. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

The City's basic financial statements include the operation of the School District and Transit Authority (discretely presented component units) which expended \$20,012,010 and \$1,814,075 respectively in federal awards which is not included in the City's Schedule of Expenditures of Federal Awards for the year ended June 30, 2016. Our audit, described below, did not include the operations of the School District or Transit Authority because a separate single audit in accordance with Uniform Guidance was performed.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

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Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City of Manchester, New Hampshire, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control

over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Manchester, New Hampshire as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 20, 2017, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. Our report included a reference to other auditors. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Melanson Heath

March 20, 2017

CITY OF MANCHESTER, NEW HAMPSHIRE
 Schedule of Expenditures of Federal Awards
 For the Year Ended June 30, 2016

<u>Federal Agency</u>				
Cluster		Federal	Pass Through	Passed
Pass-through Agency		CFDA	Identifying	Through to
Program Title		Number	Number	Subrecipient
				Federal Expenditures
<u>U.S. Department of Housing and Urban Development</u>				
Direct Federal Program				
Community Development Block Grants/Entitlement Grants	14.218	N/A	\$ 1,840,021	\$ 689,800
Emergency Solutions Grant Program	14.231	N/A	126,682	126,682
Home Investment Partnerships Program	14.239	N/A	2,033,420	1,992,915
Lead Hazard Reduction Demonstration Grant Program	14.905	N/A	554,926	148,040
Total U.S. Department of Housing and Urban Development			4,555,049	2,957,437
<u>U.S. Department of Justice</u>				
Direct Federal Program				
Project Safe Neighborhoods	16.609	N/A	30,281	-
Public Safety Partnership and Community Policing Grants	16.710	N/A	318,534	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738	N/A	161,571	50,239
Equitable Sharing Program	16.922	N/A	130,301	-
Passed Through New Hampshire Department of Justice				
Violence Against Women Formula Grants				
Violence Against Women Formula Grants	16.588	2015W062	49,720	-
Violence Against Women Formula Grants	16.588	2016W062	48,801	-
Total Violence Against Women Formula Grants			98,521	-
Total U.S. Department of Justice			739,208	50,239
<u>U.S. Department of Transportation</u>				
Highway Planning and Construction Cluster				
Passed Through New Hampshire Department of Transportation				
Highway Planning and Construction	20.205	X-A000(907)	489,101	-
Total Highway Planning and Construction Cluster			489,101	-
Highway Safety Cluster				
Passed Through New Hampshire Department of Transportation				
State and Community Highway Safety				
State and Community Highway Safety	20.600	315-15A-105	2,369	-
State and Community Highway Safety	20.600	315-15A-024	1,376	-
State and Community Highway Safety	20.600	315-15A-106	2,334	-
State and Community Highway Safety	20.600	315-15A-107	1,157	-
State and Community Highway Safety	20.600	315-15A-198	3,646	-
State and Community Highway Safety	20.600	304-15A-024	1	-
State and Community Highway Safety	20.600	315-16A-013	24,864	-
State and Community Highway Safety	20.600	314-16A-010	906	-
Total State and Community Highway Safety			36,653	-
Passed Through New Hampshire Department of Transportation				
Alcohol Impaired Driving Countermeasures Incentive Grants I				
Alcohol Impaired Driving Countermeasures Incentive Grants I	20.601	308-15A-031	1,983	-
Alcohol Impaired Driving Countermeasures Incentive Grants I	20.601	308-16A-022	36,622	-
Alcohol Impaired Driving Countermeasures Incentive Grants I	20.601	308-16A-032	4	-
Total Alcohol Impaired Driving Countermeasures Incentive Grants I			38,609	-
Total Highway Safety Cluster			75,262	-
Passed Through New Hampshire Department of Transportation				
Airport Improvement Program	20.106	3-33-0011	7,843,316	-
Total U.S. Department of Transportation			8,407,679	-

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(continued)

<u>Federal Agency</u> Cluster Pass-through Agency Program Title	Federal CFDA Number	Pass Through Identifying Number	Federal Expenditures	Passed Through to Subrecipient
<u>Environmental Protection Agency</u>				
Direct Federal Program				
Brownfields Assessment and Cleanup Cooperative Agreements	66.818	N/A	82,444	-
Passed Through New Hampshire Department of Environmental Services				
Capitalization Grants for Clean Water State Revolving Funds	66.458	192-39	2,438,885	-
Passed Through New Hampshire Department of Environmental Services				
Capitalization Grants for Drinking Water State Revolving Funds	66.468	1471010-08	87,165	-
Capitalization Grants for Drinking Water State Revolving Funds	66.468	1471010-07	2,373,676	-
Total Capitalization Grants for Drinking Water State Revolving Funds			2,460,841	-
Total Environmental Protection Agency			4,982,170	-
<u>U.S. Department of Energy</u>				
Passed Through the New Hampshire Office of Energy and Planning Energy Efficiency and Conservation Block Grant Program (EECBG)	81.128	DE-SC0003089	575	-
Total U.S. Department of Energy			575	-
<u>U.S. Department of Health and Human Services</u>				
Direct Federal Program				
Health Center Program (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224	N/A	860,970	860,970
Health Center Program (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224	N/A	246,548	246,548
Passed Through the New Hampshire Department of Health and Human Services				
Medical Reserve Corps Small Grant Program	93.008	IMRCSG101005-01	873	-
Medical Reserve Corps Small Grant Program	93.008	5MRCSG101005-04-11	261	-
Hospital Preparedness Program and Public Health Emergency Preparedness Aligned Cooperative Agreements	93.074	U90TP00535	258,347	-
Immunization Cooperative Agreements	93.268	H231P000757	89,722	-
Mobilization For Health: National Prevention Partnership Awards	93.311	PAWOS000022-01-00	325,911	-
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	B01OT009037	20,195	-
HIV Prevention Activities Health Department Based	93.940	U62PS003655	63,055	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	TIO10035-14	208,504	67,586
Preventive Health Services Sexually Transmitted Diseases Control Grants	93.977	H25PS004339	9,917	-
Maternal and Child Health Services Block Grant to the States	93.994	B04MC28113	4,314	4,314
Total U.S. Department of Health and Human Services			2,088,617	1,179,418
<u>U.S. Department of Homeland Security</u>				
Passed Through New Hampshire Department of Safety				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4209-DR-NH	10,900	-
Emergency Management Performance Grants	97.042	EMW-2014-00070	29,475	-
Passed Through New Hampshire Department of Safety				
Homeland Security Grant Program	97.067	EMW-2013-SS-0041	(71)	-
Homeland Security Grant Program	97.067	EMW-2014-00070	35,437	-
Total Homeland Security Grant Program			35,366	-
Total U.S. Department of Homeland Security			75,741	-
Total Federal Expenditures			\$ 20,849,039	\$ 4,187,094

The accompanying notes are an integral part of this schedule.

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12/7/16

CITY OF MANCHESTER, NEW HAMPSHIRE

Notes to the Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2016

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the City of Manchester, New Hampshire, under programs of the federal government for the year ended June 30, 2016. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City.

Note 2. Summary of Significant Accounting Policies

- Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited to reimbursement. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-87, *Cost Principles for State, Local, and Tribal Governments*, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.
- The City has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

CITY OF MANCHESTER, NEW HAMPSHIRE

Schedule of Findings and Questioned Costs

For the Year Ended June 30, 2016

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- Material weaknesses identified? yes no
- Significant deficiencies identified? yes none reported

Noncompliance material to financial statements noted? yes no

Federal Awards

Internal control over major programs:

- Material weaknesses identified? yes no
- Significant deficiencies identified? yes none reported

Type of auditors' report issued on compliance for major programs:

Community Development Block Grants/Entitlement Grants	Unmodified
Home Investment Partnerships Program	Unmodified
Airport Improvement Program	Unmodified
Highway Planning and Construction	Unmodified
Capitalization Grants for Drinking Water State Revolving Funds	Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? yes no

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
14.218	Community Development Block Grants/Entitlement Grants
14.239	Home Investment Partnerships Program
20.106	Airport Improvement Program
20.205	Highway Planning and Construction
66.468	Capitalization Grants for Drinking Water State Revolving Funds

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Auditee qualified as low-risk auditee? yes no

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12/7/16

SECTION II - FINANCIAL STATEMENT FINDINGS

None.

SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

SECTION IV - SCHEDULE OF PRIOR YEAR FINDINGS

There were no findings in the prior year.

WORKERS' COMPENSATION SELF-INSURANCE

Annual Financial Statement

Date March 21, 2018

ASSETS	LIABILITIES
Cash <u>\$2,524,363</u>	Accounts Payable <u>\$2,524,363</u>
Accounts Receivable _____	Notes Payable _____
Notes Receivable _____	Realty Encumbrances _____
Inventory _____	Mortgages _____
Real Estate _____	Bonds _____
Machinery _____	Capital Stock _____
Motor Vehicles _____	Surplus _____
Furniture and Fixtures _____	TOTAL <u>\$2,524,363</u>
Patent Rights, Trademarks, Copyrights _____	
Goodwill _____	
TOTAL <u>\$2,524,363</u>	

Classifications Of Operations	Code No.	No. of Employees	Reporting Period Payroll	Next Year's Estimated Payroll
Municipal Government	946-R	3,050	\$182,898,710	\$185,399,603
Total			\$182,898,710	\$185,399,603

City of Manchester
Self-Insurer

Signed _____

Title Risk Manager

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12/7/14

City of Manchester
Workers' Compensation

Allocation of Reserves by Department

Department	Direct Case Reserve	Direct IBNR Reserve	Reserves Recoverable	Margin for Discounting	Unallocated Loss Expense	Total Reserve
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Aviation	60,032	50,944	0	-2,060	18,803	127,719
EPD	159,018	134,946	-7,407	-5,319	49,808	331,046
Fire Department	969,545	822,776	-178,846	-29,949	303,685	1,887,211
Highway	0	0	0	0	0	0
Public Works	1,353,563	1,148,663	-789,716	-31,787	423,967	2,104,690
Police Department	771,390	654,618	-348,059	-20,008	241,617	1,299,558
Schools	198,632	168,563	-5,609	-6,712	62,216	417,090
Water Works	71,289	60,497	-36,470	-1,769	22,329	115,876
Parking Division	11,983	10,169	-9,258	-239	3,753	16,408
All Other	50,767	43,082	0	-1,742	15,901	108,008
Total	3,646,219	3,094,258	-1,375,365	-99,585	1,142,079	6,407,606

Notes:

- Totals from Exhibit 1, page 1
- (2) from CCMSI as of 6/30/17
- (3) allocates total according to (2)
- (4) based on Exhibit 2, page 2
- (5) allocates total according to (2), (3) and (4)
- (6) allocates total according to (2) and (3)
- For Workers' Compensation, reserves that CCMSI previously bucketed under the departments 'Parks' and 'Highway' are now bucketed under the department 'Public Works'

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12/7/18

City of Manchester
Self-Insured Property/Casualty Coverages

Allocation of Reserves by Department

Department	Direct Case Reserve	Direct IBNR Reserve	Reinsurance Recoverable	Margin for Discounting	Unallocated Loss Expense	Total Reserve
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Aviation	62,032	51,989	0	-2,105	19,048	130,964
EPD	159,018	134,946	-7,407	-5,319	49,808	331,046
Fire Department	978,895	826,026	-178,846	-30,050	305,571	1,901,596
Highway	244,144	61,305	0	-2,686	28,905	331,668
Public Works	1,353,563	1,148,663	-789,716	-31,787	423,967	2,104,690
Police Department	1,001,652	768,714	-348,059	-24,748	273,155	1,670,714
Schools	350,028	240,052	-5,609	-9,860	79,455	654,066
Water Works	76,289	62,701	-36,470	-1,852	23,158	123,826
Parking Division	11,983	10,169	-9,258	-239	3,753	16,408
All Other	50,767	43,082	0	-1,742	15,901	108,008
Total	4,288,371	3,347,647	-1,375,365	-110,388	1,222,721	7,372,986

Notes:

From Exhibit 1, page 2 of each Appendix

For Workers' Compensation, reserves that CCMSI previously bucketed under the departments 'Parks' and 'Highway' are now bucketed under the department 'Public Works'

For all other coverages, Fraser Insurance Services continues to use the department 'Highway'

City of Manchester
Property

Allocation of Reserves by Department

Department	Direct Case Reserve	Direct IBNR Reserve	Reinsurance Recoverable	Margin for Discounting	Unallocated Loss Expense	Total Reserve
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Aviation	0	0	0	0	0	0
EPD	0	0	0	0	0	0
Fire Department	350	17	0	-3	9	373
Highway	103,265	4,956	0	-740	2,532	110,013
Public Works	0	0	0	0	0	0
Police Department	0	0	0	0	0	0
Schools	15,389	739	0	-110	377	16,395
Water Works	0	0	0	0	0	0
Parking Division	0	0	0	0	0	0
All Other	0	0	0	0	0	0
Total	119,004	5,712	0	-853	2,918	126,781

Notes:

- Totals from Exhibit 1
- (2) from Fraser Insurance Services as of 6/30/17
- (3) allocates total according to (2)
- (4) based on Exhibit 2, page 2
- (5) allocates total according to (2), (3) and (4)
- (6) allocates total according to (2) and (3)

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12/7/10

City of Manchester
General Liability

Allocation of Reserves by Department

Department	Direct Case Reserve	Direct IBNR Reserve	Reinsurance Recoverable	Margin for Discounting	Unallocated Loss Expense	Total Reserve
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Aviation	2,000	1,045	0	-45	245	3,245
EPD	0	0	0	0	0	0
Fire Department	0	0	0	0	0	0
Highway	35,116	18,351	0	-790	4,309	56,986
Public Works	0	0	0	0	0	0
Police Department	192,073	100,376	0	-4,323	23,571	311,697
Schools	134,007	70,031	0	-3,016	16,445	217,467
Water Works	2,500	1,306	0	-56	307	4,057
Parking Division	0	0	0	0	0	0
All Other	0	0	0	0	0	0
Total	365,696	191,109	0	-8,230	44,877	593,452

Notes:

- Totals from Exhibit I
- (2) from Fraser Insurance Services as of 6/30/17
- (3) allocates total according to (2)
- (4) based on Exhibit 2, page 2
- (5) allocates total according to (2), (3) and (4)
- (6) allocates total according to (2) and (3)

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12/7/10

City of Manchester
Automobile Coverages

Allocation of Reserves by Department

Department	Direct Case Reserve	Direct IBNR Reserve	Reinsurance Recoverable	Margin for Discounting	Unallocated Loss Expense	Total Reserve
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Aviation	0	0	0	0	0	0
EPD	0	0	0	0	0	0
Fire Department	9,000	3,233	0	-98	1,877	14,012
Highway	105,763	37,998	0	-1,156	22,064	164,669
Public Works	0	0	0	0	0	0
Police Department	38,189	13,720	0	-417	7,967	59,459
Schools	2,000	719	0	-22	417	3,114
Water Works	2,500	898	0	-27	522	3,893
Parking Division	0	0	0	0	0	0
All Other	0	0	0	0	0	0
Total	157,452	56,568	0	-1,720	32,847	245,147

Notes:

- Totals from Exhibit 1
- (2) from Fraser Insurance Services as of 6/30/17
- (3) allocates total according to (2)
- (4) based on Exhibit 2, page 2
- (5) allocates total according to (2), (3) and (4)
- (6) allocates total according to (2) and (3)

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12/7/18

STATE OF NEW HAMPSHIRE
Department of Labor
Concord, NH 03301
WORKERS' COMPENSATION SELF-INSURANCE

NEW HAMPSHIRE AMENDATORY ENDORSEMENT

NO. _____

INSURED City of Manchester Self Insured

POLICY NO. N/A EFFECTIVE DATE OF _____

ENDORSEMENT _____

This policy is changed to provide:

No. 1

This policy insures payment of Workers' Compensation, within the financial limits established by its provisions, pursuant to Revised Statutes Annotated, Chapter 281, as amended.

No. 2

In the event the Insured has failed to fulfill all his obligations under the Workers' Compensation Law, the Insurer shall, at the direction of the Commissioner of Labor, deposit any money to be received by the Insured under the provisions of this policy in such bank as said Commissioner may determine, such money to be held in trust for the payment of any liabilities incurred by the Insured pursuant to Chapter 281, as amended.

No. 3

Any money to be paid to the Insured by the Insurer under the provisions of this policy or any money directed by the Commissioner of Labor to be deposited in a bank to be held in trust shall not be assignable, attachable or be liable in any way for the debt of the Insured unless incurred under Chapter 281 of the Workers' Compensation Law, except in the event of the Insured's bankruptcy and the U.S. Bankruptcy court assumes jurisdiction over this policy.

No. 4

If either party to this policy desires to cancel said policy, such cancellation shall become effective for a period of 45 days (30 days if cancellation is for non-payment of premium) from date of filing of notice with the Department of Labor, State of New Hampshire, 95 Pleasant Street, State Office Park South, Concord, New Hampshire 03301.

All other terms or conditions of this policy are not changed. If this endorsement is issued after the policy effective date, it must be signed by an Officer of the Insurer and countersigned by a Licensed Countersignature Agent of the Insurer in those States which require countersignature.

Signed at 21st day of March, 20 18

on
12/21/18

ACTUARIAL OPINION SUMMARY SHEET

The following information is required to be submitted with the actuarial opinion: City of Manchester

- | | |
|---|--|
| 1. What is the valuation date of this analysis? | 6/30/17 |
| 2. What is the total amount of the case reserves? | Indemnity: \$ <u>1,250,194</u>
Medical: \$ <u>2,106,828</u>
Expense: \$ <u>289,197</u>
Total Case Reserves: \$ <u>3,646,219</u> |
| 3. What is the total amount of the incurred but not reported (IBNR) reserves? | \$ <u>3,094,258</u> |
| 4. What is the total amount of the unallocated loss adjustment expense (ULAE) reserves? | Claims Administration: \$ <u>100,338</u>
State Assessments: \$ <u>1,041,741</u>
Total ULAE Reserves: \$ <u>1,142,079</u> |
| 5. What is the impact of reinsurance on the reserves? | \$ <u>-340,052</u> |

Appendix B, Exhibit 2, Page 3 lists claims subject to specific reinsurance recovery (page 30).

- | | |
|---|----------------------|
| 6. What is the impact of Second Injury Fund recoveries on the reserves? | \$ <u>-1,035,313</u> |
|---|----------------------|

Appendix B, Exhibit 2, Page 4 lists open claims subject to Second Injury Fund recovery (page 31).

- | | |
|--|---------------------|
| 7. What is the total amount of the reserves? (Items 2 through 6) | \$ <u>6,507,191</u> |
|--|---------------------|

8. Safety Margin by Confidence Level Chart (this chart may be expanded to show information beyond the 95% confidence level) :

Confidence Level	Risk Margin	Undiscounted		Discounted
		Safety Margin	Margin for Discounting	Safety Margin
Expected	0.0%	0	-99,585	-99,585
55%	1.3%	134,861	-102,088	32,773
60%	3.3%	339,896	-105,894	234,002
65%	5.3%	557,221	-109,928	447,293
70%	7.6%	788,713	-114,225	674,488
75%	10.0%	1,039,528	-118,880	920,648
80%	12.7%	1,323,028	-124,143	1,198,885
85%	16.0%	1,662,340	-130,441	1,531,899
90%	20.1%	2,098,613	-138,539	1,960,074
95%	26.4%	2,755,512	-150,732	2,604,780
96%	28.3%	2,946,614	-154,279	2,792,335
97%	30.5%	3,177,505	-158,565	3,018,940
98%	33.5%	3,494,783	-164,454	3,330,329
99%	38.4%	4,005,487	-173,933	3,831,554

Example:

Confidence Level	Risk Margin	Undiscounted		Discounted
		Safety Margin	Margin for Discounting	Safety Margin
Expected	0.0%	\$0	(\$25,000)	(\$25,000)
55%	1.5%	\$63,000	(\$26,000)	\$37,000
60%	4.8%	\$200,000	(\$27,500)	\$172,500
65%	8.5%	\$350,000	(\$30,000)	\$320,000
70%	12.3%	\$520,000	(\$32,000)	\$488,000
75%	16.2%	\$690,000	(\$34,000)	\$656,000
80%	21.0%	\$900,000	(\$36,500)	\$863,500
85%	27.3%	\$1,150,000	(\$40,000)	\$1,110,000
90%	35.1%	\$1,460,000	(\$44,000)	\$1,416,000
95%	45.9%	\$1,950,000	(\$50,000)	\$1,900,000

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12/7/10

ACTUARIAL OPINION SUMMARY SHEET

The following information is required to be submitted with the actuarial opinion: City of Manchester

9. What is the interest rate used for discounting and how was it selected?

The 1.0% interest rate is based on returns anticipated by the City (page 13).

10. What is the self-insured's fund balance and the resulting confidence level as of the valuation date of the analysis?

LWR does not know how much funds the City of Manchester has allocated for

its self-insured WC obligation.



Signature of Actuary

Date

07/27/17

John C. Hanna, Jr.
Type or Print Name

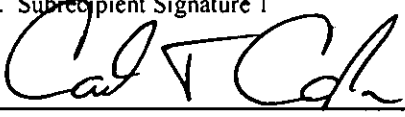
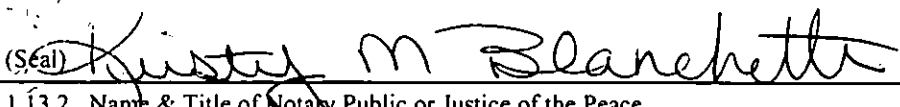
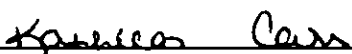
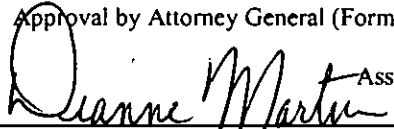
on
12/7/10

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Manchester Police Department		1.4. Subrecipient Address 405 Valley St. Manchester, NH 03013	
1.5 Subrecipient Phone # 603-792-5529	1.6. Account Number 5017-072-500574	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 93,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 Carlo T. Capano, Chief of Police	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough on 12/10/18, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Kristy M Blanchette, Notary Public			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr Director of Admin	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 12/21/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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

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

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

OR

12/10/11

EXHIBIT A

-SCOPE OF SERVICES-

1. The Manchester Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$93,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials OR

Date 12/11/14

EXHIBIT C

-SPECIAL PROVISIONS-

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

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Exhibit C State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as “subrecipient”), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program’s purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

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7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968. 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

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20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

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

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

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

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

Any subrecipient, at any tier, must comply with this condition.

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

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

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization (“except churches”) doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State’s office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (“subgrantees”) at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

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agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

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

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. If the NHDOJ and or the USDOJ learns or is notified that the subrecipient (“subgrantees”) at any tier, including recipients of “subawards” and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient (“subgrantee”) at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

VAWA PROGRAM GUIDELINES AND CONDITIONS

restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

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

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Carlo T. Capano, Chief of Police

Name and Title of Authorized Representative



Signature

12/10/14

Date

Manchester Police Department, 405 Valley Street, Manchester, NH 03103

Name and Address of Agency

Non-supplanting Certification

Supplanting defined

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


Supplanting and job retention

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

The Manchester Police Department (Applicant) certifies that any funds awarded through **grant number** 2019W062 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: Carlo T. Capano, Chief of Police

Signature: 

Date: 12/10/12

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

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

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

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

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

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

Carlo T. Capano, Chief of Police

Name and Title of Head of Agency

Carlo T. Capano

Signature

11/2/14

Date

Manchester Police Department, 405 Valley Street, Manchester, NH 03103

Name and Address of Agency

EEOP Reporting

I, Carlo T. Capano [responsible official], certify that
Manchester Police Department [recipient] has completed the EEO reporting tool certification
form at: https://ojp.gov/about/ocr/faq_eeop.htm on 12/21/2018 [Date]

And that Carlo T. Capano [responsible official] has completed the EEOP training
at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 12/18/2018 [date]

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

Signature: Carlo T. Capano

Date: 12/21/18



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

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

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

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or

(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

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

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

(i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and

(ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;

(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and

(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;

(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

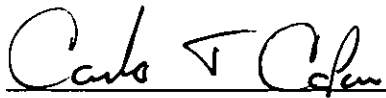
As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of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

Carlo T. Capano, Chief of Police

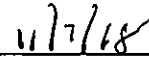
Typed Name of Authorized Representative

Title

Telephone Number (603) 792-5400



Signature of Authorized Representative



Date Signed

Manchester Police Department

Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

Matthew Normand
City Clerk



Heather Freeman
Assistant City Clerk

JoAnn Ferruolo
Assistant City Clerk

CITY OF MANCHESTER
Office of the City Clerk

CERTIFICATE OF AUTHORITY

I, Matthew Normand, City Clerk of the City of Manchester, NH do hereby certify that:

- (1) The Board of Mayor and Aldermen for the City of Manchester, NH voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Board of Mayor and Aldermen for the City of Manchester, NH further authorizes the Mayor and the Chief of Police 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 occupy the offices indicated above:

Joyce Craig, Mayor
Carlo Capano, Chief of Police

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk this 10th day of December 2018

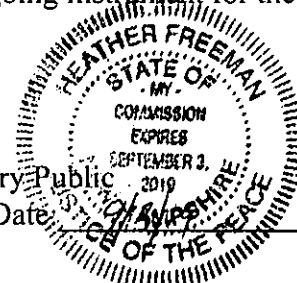
Matthew Normand, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 10th day of December 2018, before me Heather Freeman, the undersigned officer, personally appeared Matthew Normand, who acknowledged their self to be the City Clerk for the City of Manchester, NH, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Justice of the Peace/Notary Public
Commission Expiration Date: 9/3/2019



Kevin J. O'Neil
Risk Manager



CITY OF MANCHESTER
Office of Risk Management

CERTIFICATE OF COVERAGE
STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE

Attn: Paula Bennett
33 Capitol Street
Concord, NH 03301

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 within the financial limits of RSA 507-B as follows:

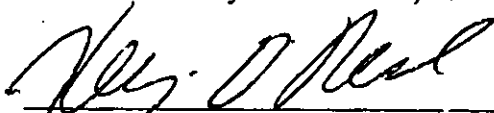
	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

For the Violence Against Women Grant from January 1, 2019 through December 31, 2019.

Issued the 2nd day of November, 2018.




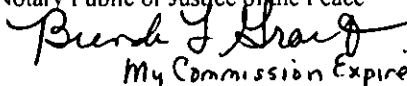
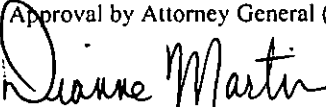
Risk Manager

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name NH Legal Assistance		1.4. Subrecipient Address 117 N. State Street, Concord, NH 03301	
1.5 Subrecipient Phone # 603-224-4107	1.6. Account Number 5017-072-500575	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 45,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 Sarah Mattson Dustin, Executive Director	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack , on 11/19/18 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal) My Commission Expires: 1/13/21			
1.13.2. Name & Title of Notary Public or Justice of the Peace Brenda L. Grant Administrative Manager			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 12/15/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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

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

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

Subrecipient Initial(s): S MD
 Date: 11/19/18

EXHIBIT A

-SCOPE OF SERVICES-

1. New Hampshire Legal Assistance as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in the P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$45,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials SMD
Date 11/19/18

EXHIBIT C

-SPECIAL PROVISIONS-

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subrecipient"), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L.113-114 and OVW's implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

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

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

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

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

Any subrecipient, at any tier, must comply with this condition.

VAWA PROGRAM GUIDELINES AND CONDITIONS

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

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

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization ("except churches") doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

VAWA PROGRAM GUIDELINES AND CONDITIONS

agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this award should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

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

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. If the NHDOJ and or the USDOJ learns or is notified that the subrecipient ("subgrantees") at any tier, including recipients of "subawards" and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

VAWA PROGRAM GUIDELINES AND CONDITIONS

restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)


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

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Sarah Mattson Dustin, Executive Director
Name and Title of Authorized Representative


Signature

11/19/18
Date

New Hampshire Legal Assistance, 117 N. State Street, Concord, NH 03301
Name and Address of Agency



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

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

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

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or

(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

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

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances


Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

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

Sarah Mattson Dustin Executive Director
Typed Name of Authorized Representative Title

Telephone Number 603-206-2226

 11/19/18
Signature of Authorized Representative Date Signed

New Hampshire Legal Assistance
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

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11/19/18*

EEOP Reporting

I, Sarah Mattson Dustin [responsible official], certify that
New Hampshire Legal Assistance [recipient] has completed the EEO reporting tool certification
form at: https://ojp.gov/about/ocr/faq_eeop.htm on 11/18/18 [Date]

And that Sarah Mattson Dustin [responsible official] has completed the EEOP training at
<https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 11/18/18 [date]

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

Signature: 

Date: 11/19/18

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11/19/18

Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

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

The New Hampshire Legal Assistance (Applicant) certifies that any funds awarded through **grant number** _____ shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The New Hampshire Legal Assistance (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Sarah Mattson Dustin

Signature: _____

Date: 11/19/18

*Sarah
11/19/18*

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

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with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

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

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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


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

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

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

Sarah Mattson Dustin, Executive Director

Name and Title of Head of Agency


Signature

11/19/18
Date

New Hampshire Legal Assistance, 117 N. State Street, Concord, NH 03301

Name and Address of Agency

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11/19/18*

State of New Hampshire

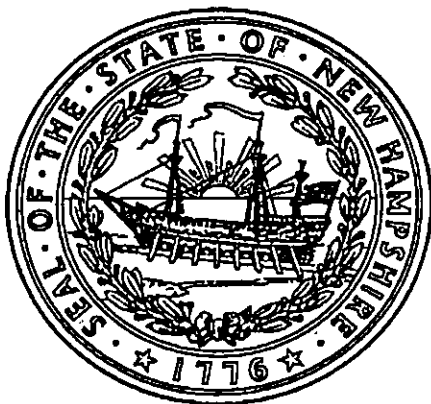
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LEGAL ASSISTANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63969

Certificate Number: 0004082521




IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248459779
June 11, 2008 LTR 4168C E0
02-0300897 000000 00 000
00026861
BODC: TE

NEW HAMPSHIRE LEGAL ASSISTANCE
117 N STATE ST
CONCORD NH 03301-4407170



017451

Employer Identification Number: 02-0300897
Person to Contact: MS. LEWIS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your request of June 02, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in SEPTEMBER 1971, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

CERTIFICATE OF VOTE

I, Deborah Butler, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of New Hampshire Legal Assistance.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 11/14/2018:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)


is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

The 19th day of November, 2018.
(Date Contract Signed)

4. Sarah Mattson Dustin is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 19th day of November, 2018.

By Deborah B. Butler
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: BRENDA L. GRANT Notary Public
State of New Hampshire
My Commission Expires January 13, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2018

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

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


PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Cara Scala PHONE (A/C No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: cscala@crossagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hanover Ins Co.	NAIC # 22292
INSURER B: Citizens Ins Co of America	NAIC # 31534
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18/19 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR			OBV9596253	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
									MED EXP (Any one person) \$ 10,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="checked" type="checkbox"/> HIRED AUTOS			OBV9596253	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000		
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="checked" type="checkbox"/> NON-OWNED AUTOS								BODILY INJURY (Per person) \$
									BODILY INJURY (Per accident) \$
									PROPERTY DAMAGE (Per accident) \$
									\$
A	<input checked="checked" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			OBV9596253	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 2,000,000		
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE								AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="checked" type="checkbox"/> N	N/A	3A State: NH All officers included WBV9596241	7/2/2018	7/2/2019	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
							E.L. EACH ACCIDENT \$ 1,000,000		
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000		
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cara Scala/CS3 
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State of New Hampshire

Interagency Memorandum of Understanding

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

Whereas, the New Hampshire Administrative Office of the Courts ("Agency 2") is a duly constituted agency of the State of New Hampshire;

Whereas, Agency 1 is responsible for providing funding through a subgrant to Agency 2 as herein described in the application for 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation "STOP".

Whereas, Agency 1 desires to enter into a subgrant with Agency 2 for a term from Governor and Council approval through 12/31/2019 in an amount to not exceed \$55,000;

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

Whereas, Agency 2 desires to assist in the funding of the position of Domestic Violence Program Manager.


Whereas, Agency 2 desires consultation regarding the implementation of a mediator program in relation with a pilot court and a screening assessment to assist in determining "intimate Partner Violence."

Whereas, Agency 2 desires to train Judges, Clerks and Court Staff.

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

1. Agency 1 agrees to pay Agency 2 the amount of \$55,000.00 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-5017-072-500576, "STOP"
2. Agency 2 agrees to perform the services described in the attached MOU Exhibit A which is hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

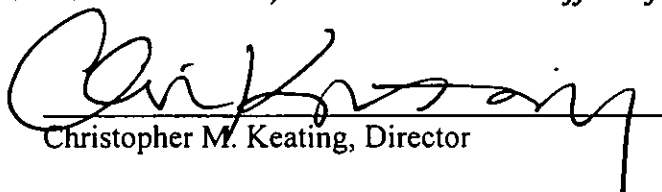
5. The Memorandum of Understanding is effective until 12/31/2019.
6. This memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.
7. The parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the Department of Justice, Civil Bureau, for review and resolution.
9. This agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings related hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.
14. ***FOR AGENCY, 1 NH Department of Justice:***



Gordon J. MacDonald, Attorney General

Date: 12/16/16

15. ***FOR AGENCY 2, NH Administrative Office of the Court***



Christopher M. Keating, Director

Date: 11.23.18

EXHIBIT A

-SCOPE OF SERVICES-

1. New Hampshire Administrative Office of the Courts as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in the MOU.

3a. The Subrecipient shall be awarded an amount not to exceed \$55,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

EXHIBIT C

-SPECIAL PROVISIONS-

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subrecipient"), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

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

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

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

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

Any subrecipient, at any tier, must comply with this condition.

VAWA PROGRAM GUIDELINES AND CONDITIONS

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

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

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization ("except churches") doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

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agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

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

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. If the NHDOJ and or the USDOJ learns or is notified that the subrecipient ("subgrantees") at any tier, including recipients of "subawards" and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

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restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

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

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The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

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

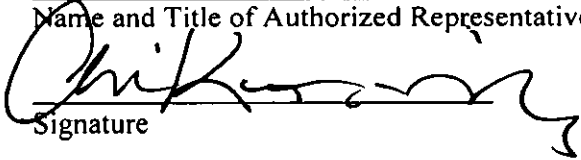
53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Christopher M. Keating, Director

Name and Title of Authorized Representative



Signature

11.13.18
Date

Administrative Office of the Courts, 1 Granite Place, Suite N400, Concord, NH 03301

Name and Address of Agency

Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

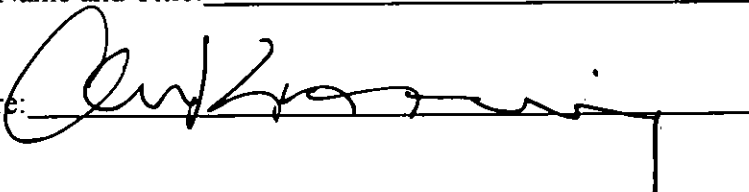
A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one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

The Administrative Office of the Courts (Applicant) certifies that any funds awarded through grant number 2018-WF-AX-0017 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: Christopher M. Keating, Director

Signature: _____



Date: 11.13.18

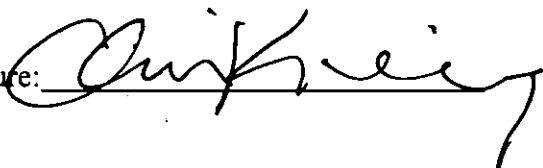
EEOP Reporting

I, Christopher M. Keating, certify that the New Hampshire Judicial Branch Administrative Office of the Courts has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eop.htm on September 21, 2018 and that Melissa A. Kowalewski has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on November 6, 2018-November 7, 2018.

I further certify that: the New Hampshire Judicial Branch Administrative Office of the Courts will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: _____



Date: _____

11.13.18

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	Administrative Office of the Courts - DV Program Manager	
Address:	1 Granite Place, Suite N400, Concord, New Hampshire 03301	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DUNS Number: 019848832	Vendor Number (only if direct recipient)	
Name and Title of Contact Person:	Melissa Kowalewski, DV Program Manager	
Telephone Number: 603-271-2521	E-Mail Address: mkowalewski@courts.state.nh.us	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Christopher Keating [responsible official], certify that the Administrative Office of the Courts [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
Administrative Office of the Courts

[organization],
1 Granite Place, Suite N400, Concord, New Hampshire, 03301

[address].
Christopher Keating, Director _____ Signature Chris Keating Date 9/21/18

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

EEOP Utilization Report



Mon Jan 30 10:25:31 EST 2017

Step 1: Introductory Information

Grant Title:	DV Program Manager	Grant Number:	2017WNH3
Grantee Name:	.Administrative Office of the Courts	Award Amount:	\$55,000.00
Grantee Type:	State Government Agency		
Address:	Two Charles Doe Drive Concord, New Hampshire 03301		
Contact Person:	Melissa Kowalewski	Telephone #:	603-271-2521
Contact Address:	Two Charles Doe Drive Concord, New Hampshire 03301		
State Granting Agency:	State of New Hampshire Department of Justice	Grant Number:	2017WNH3
Contact Name:	Paula Bennett		
Contact Address:	33 Capitol Street Concord, New Hampshire 03301		
Telephone #:	603-271-1224		

Policy Statement:

The New Hampshire Judicial Branch is committed to maintaining a work environment in which all individuals are treated with dignity, respect, and courtesy while complying with all state and federal laws. The Judicial Branch fully supports the rights of all employees and applicants, promotes equal employment opportunity, and prohibits discriminatory practices including sexual and other forms of unlawful harassment.

The State of New Hampshire is an equal opportunity employer. Discrimination on the basis of age, sex, race, color, marital status, physical or mental disability, religious creed, national origin, sexual orientation or any other non-merit factor is strictly prohibited.

Step 4b: Narrative Underutilization Analysis

We reviewed the underutilization report and understand that the State of New Hampshire Judicial Branch shows underutilization in two categories.

Females were significantly underrepresented in the Protective Services (non-sworn) category. As reported two years ago, males predominately apply for these positions.

Males were underrepresented in the Administrative Support category. The Administrative Support category includes secretaries and other administrative positions. In our experience, applications in these types of positions are traditionally female.

Step 5 & 6: Objectives and Steps

1. The NH Judicial Branch will encourage individuals involved in the hiring process to be aware of diversity and to hire individuals based upon the qualifications and skills of the applicants.

- a. Require individuals with hiring responsibility to demonstrate a commitment to diversity in all phases of employment, including, but not limited to, recruitment and promotion.
- b. Review the EEOP and our commitment to ethnic and gender diversity with individuals involved in the recruitment and hiring process.

2. Review recruitment and hiring practices to ensure diversity of our workforce.

- a. Conduct an annual review of recruitment and hiring policies and practices.
- b. Monitor hiring practices and policies to ensure best practices are employed.

Step 7a: Internal Dissemination

The NH Judicial Branch will disseminate our EEOP internally, as follows:

1. The EEOP will be posted on the NH Judicial Branch Intranet for all employees to read.
2. The EEOP will be posted in the employees-only areas of all courts.
3. The EEOP will be reviewed with each new hire.

Step 7b: External Dissemination

NH Judicial Branch will disseminate the EEOP, as follows:

1. Post the EEOP on our public website.
2. Inform vendors doing business with us of our EEOP.

Utilization Analysis Chart
Relevant Labor Market: New Hampshire

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Officials/Administrators																
Workforce #/%	55/60%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	35/38%	0/0%	0/0%	1/1%	1/1%	0/0%	0/0%	0/0%
CLS #/%	45,940/57%	625/1%	375/0%	85/0%	920/1%	0/0%	249/0%	75/0%	31,240/39%	540/1%	150/0%	45/0%	455/1%	0/0%	310/0%	35/0%
Utilization #/%	3%	-1%	-0%	-0%	-1%	0%	-0%	-0%	-1%	-1%	-0%	1%	1%	0%	-0%	-0%
Professionals																
Workforce #/%	4/27%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	11/73%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	48,345/39%	960/1%	655/1%	85/0%	2,030/2%	15/0%	470/0%	130/0%	67,905/54%	1,005/1%	310/0%	170/0%	1,925/2%	0/0%	570/0%	70/0%
Utilization #/%	-12%	-1%	-1%	-0%	-2%	-0%	-0%	-0%	19%	-1%	-0%	-0%	-2%	0%	-0%	-0%
Technicians																
Workforce #/%	6/35%	0/0%	1/6%	0/0%	0/0%	0/0%	0/0%	0/0%	7/41%	0/0%	0/0%	0/0%	3/18%	0/0%	0/0%	0/0%
CLS #/%	7,840/38%	170/1%	175/1%	20/0%	395/2%	4/0%	150/1%	0/0%	10,940/53%	275/1%	40/0%	15/0%	205/1%	0/0%	260/1%	20/0%
Utilization #/%	-3%	-1%	5%	-0%	-2%	-0%	-1%	0%	-12%	-1%	-0%	-0%	17%	0%	-1%	-0%
Protective Services: Sworn																
Workforce #/%	104/90%	1/1%	0/0%	1/1%	0/0%	0/0%	2/2%	0/0%	5/4%	0/0%	0/0%	0/0%	1/1%	0/0%	1/1%	0/0%
CLS #/%	7,605/85%	79/1%	90/1%	85/1%	10/0%	0/0%	80/1%	0/0%	1,050/12%	0/0%	10/0%	0/0%	0/0%	0/0%	4/0%	0/0%
Utilization #/%	6%	-0%	-1%	0%	-0%	0%	1%	0%	-7%	0%	-0%	0%	1%	0%	1%	0%
Protective Services: Non-sworn																
Workforce #/%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	2/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Civilian Labor Force #/%	260/33%	25/3%	0/0%	4/1%	0/0%	0/0%	40/5%	4/1%	460/58%	0/0%	0/0%	0/0%	4/1%	0/0%	0/0%	0/0%
Utilization #/%	-33%	-3%	0%	-1%	0%	0%	-5%	-1%	42%	0%	0%	0%	-1%	0%	0%	0%
Administrative Support																
Workforce #/%	27/6%	0/0%	0/0%	0/0%	1/0%	0/0%	0/0%	0/0%	411/89%	5/1%	3/1%	9/2%	2/0%	0/0%	2/0%	0/0%
CLS #/%	60,505/34%	1,645/1%	505/0%	130/0%	895/0%	25/0%	330/0%	180/0%	109,130/8%	2,175/1%	765/0%	150/0%	1,035/1%	15/0%	950/1%	165/0%

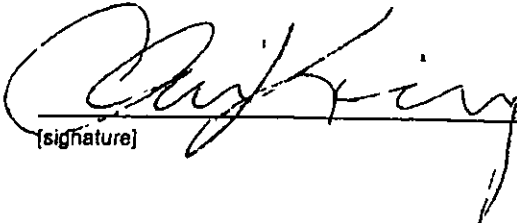
Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
	%															
Utilization #/%	-28%	-1%	-0%	-0%	-0%	-0%	-0%	-0%	1%							
Skilled Craft																
Workforce #/%	2/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	28%	-0%	0%	2%	-0%	-0%	-0%	-0%
CLS #/%	53,805/90%	1,215/2%	295/0%	135/0%	310/1%	15/0%	385/1%	70/0%	3,130/5%	95/0%	0/0%	0/0%	130/0%	0/0%	0/0%	0/0%
Utilization #/%	10%	-2%	-0%	-0%	-1%	-0%	-1%	-0%	-5%	-0%	0%	0%	-0%	0%	-0%	0%
Service/Maintenance																
Workforce #/%	1/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	78,180/48%	4,080/3%	1,455/1%	185/0%	2,185/1%	30/0%	545/0%	405/0%	68,305/42%	2,420/1%	835/1%	205/0%	2,170/1%	15/0%	400/0%	355/0%
Utilization #/%	52%	-3%	-1%	-0%	-1%	-0%	-0%	-0%	-42%	-1%	-1%	-0%	-1%	-0%	-0%	-0%

Significant Underutilization Chart

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

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

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


[signature] _____ [title] Director _____ [date] January 26 2017



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

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

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

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or

(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

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

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

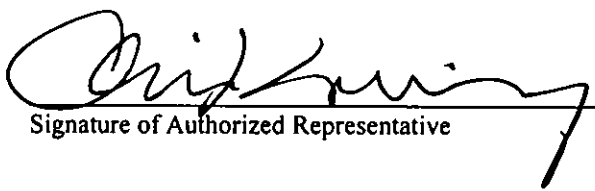
(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

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

Christopher M. Keating Director
Typed Name of Authorized Representative Title

Telephone Number (603) 271-2521


Signature of Authorized Representative

11-13-18
Date Signed

Administrative Office of the Courts
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

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

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

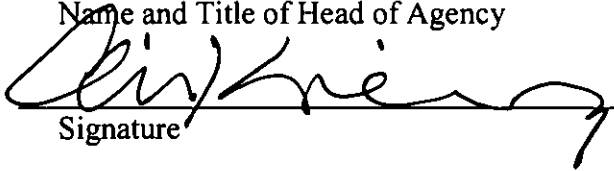
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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

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

Christopher M. Keating, Director

Name and Title of Head of Agency


Signature

11.13.18
Date

Administrative Office of the Courts, 1 Granite Place, Suite N400, Concord, NH 03301

Name and Address of Agency

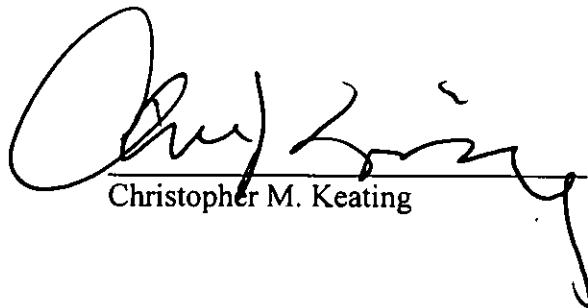
CERTIFICATE OF AUTHORITY

I, Christopher M. Keating, of the Administrative Office of the Courts, do hereby certify that:

1. The Administrative Council voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
2. The Administrative Council further authorizes the Executive Director to execute any documents which may be necessary for this contract;
3. The 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:

Christopher M. Keating

IN WITNESS HEREOF, I have hereunto set my hand as the Executive Director of the Administrative Office of the Courts this 13th day of November, 2018.



Christopher M. Keating

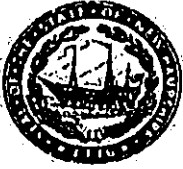
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this, the 13th day of November, 2018, before me Becky Vargas, the undersigned officer, personally appeared, Christopher M. Keating, Executive Director, who acknowledged their self to be the Executive Director for the Administrative Office of the Courts, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my official seal.



Justice of the Peace/Notary Public
Commission Expiration Date: 01/18/2022



Vicki V. Qulram
Commissioner
(603) 271-3201

STATE OF NEW HAMPSHIRE

Department of Administrative Services
RISK MANAGEMENT UNIT
State House Annex – Room 412
25 Capitol St.
Concord NH 03301

Catherine A. Keane
Director
(603) 271-3180

May 13, 2016

RE: The State of New Hampshire's Self-Insurance Program and Automobile Liability Insurance Coverage

To Whom it May Concern:

The purpose of this letter is to describe the State of New Hampshire's self-insurance program and fleet liability insurance coverage. This letter may be presented to individuals requesting information about the State's general liability self-insurance program, workers' compensation self-insurance program, or automobile liability insurance coverage.

General Liability Self-Insurance Program

The State of New Hampshire (State) does not maintain liability insurance coverage for the general operations of its agencies. Instead, the State has elected to self-insure for general liability exposures. Any liability or costs incurred by the State arising from loss or damage to a third-party would be handled as a general obligation of the State. Per RSA 541-B:14, I, all claims arising out of any single incident against any agency for damages in tort actions is limited to an award not to exceed \$475,000 per claimant and \$3,750,000 per any single incident.

Automobile Liability Insurance Coverage

The State maintains automobile liability coverage through the Acadia Insurance Company. The primary policy liability limits include bodily injury coverage of \$25,000 per person/\$50,000 per accident and property damage coverage of \$100,000 per accident. The excess policy liability limits include bodily injury coverage of \$250,000 per person/\$500,000 per accident and property damage coverage of \$100,000 per accident.

Workers' Compensation Self-Insurance Program

All State employees are covered under the State's self-funded workers' compensation program. The State's third party administrator for workers' compensation claims is Cross Insurance TPA, Inc., with contract effective dates of July 1, 2015 through July 1, 2020.

Please do not hesitate to contact me if you have any questions concerning this letter.


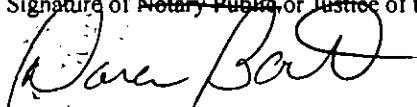
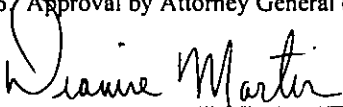
By: 
Name: Jason Dexter
Title: Risk Manager

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Office of the Merrimack County Attorney		1.4. Subrecipient Address 4 Court St. Concord, NH 03301	
1.5 Subrecipient Phone # 603-228-0529	1.6. Account Number 5017-072-500574	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 30,000
1.9. Grant Officer for State Agency Kathleen B Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 GEORGE B. WALDAIN MERRIMACK COUNTY ATTORNEY	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of MERRIMACK on 11/15/18 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace DONNA BARNETT Justice of the Peace - New Hampshire My Commission Expires January 24, 2023			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 12/15/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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

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

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- 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 intend of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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EXHIBIT A

-SCOPE OF SERVICES-

1. The Office of the Merrimack County Attorney as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

Subrecipient Initials TV
Date 11/15/18

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$30,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials *AW*

Date 11/15/18

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials *mw*

Date 11/15/14

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subrecipient"), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968. 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L.113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

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

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

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

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

Any subrecipient, at any tier, must comply with this condition.

VAWA PROGRAM GUIDELINES AND CONDITIONS

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

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

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization ("except churches") doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

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agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

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

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. If the NHDOJ and or the USDOJ learns or is notified that the subrecipient ("subgrantees") at any tier, including recipients of "subawards" and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

VAWA PROGRAM GUIDELINES AND CONDITIONS

restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

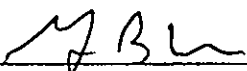
Any provision of the requirement of this award is held to be invalid or enforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum affect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable;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

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

George B Waldron Merrimack County Attorney
Name and Title of Authorized Representative


Signature

11/15/18
Date

MERRIMACK COUNTY ATTORNEY'S OFFICE 4 COURT ST CONCORD NH 03301
Name and Address of Agency



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

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

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

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

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

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

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

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

George B. Waldron

Merrimack County Attorney

Typed Name of Authorized Representative

Title

Telephone Number (603)228-0529



11/15/18

Signature of Authorized Representative

Date Signed

Merrimack County Attorney Office

Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>County of Merrimack</u>	
Address: <u>333 Daniel Webster Highway, Boscawen, NH 03303-2410</u>	
Is agency a: <input checked="" type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DUNS Number: <u>078640629</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Donna Barnett, office manager</u>	
Telephone Number: <u>603 228-0529</u>	E-Mail Address: <u>dbarnett@mcap.net</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- Less than fifty employees. Indian Tribe. Medical Institution.
 Nonprofit Organization. Educational Institution. Receiving a single award(s) less than \$25,000.

I, Donna Barnett [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D.

Print or Type Name and Title: _____ Signature: _____ Date: _____

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Michael Rivard [responsible official], certify that County of Merrimack [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
Merrimack County Attorney's Office [organization],
4 Court Street, Concord, NH 03301 [address].

Michael Rivard, Finance Director Signature: Michael Rivard Date: 11/5/2018

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D.

Print or Type Name and Title: _____ Signature: _____ Date: _____

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

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

The Merrimack County Attorney's Office certifies that any funds awarded through grant number 2019W071 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: George B. Waldron, Merrimack County Attorney

Signature: 

Date: 11/15/18

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

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

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

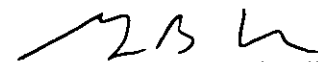
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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

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

George B. Waldron, Merrimack County Attorney

Name and Title of Head of Agency



Signature

11/15/18

Date

Merrimack County Attorney Office, 4 Court Street, Concord NH 03301

Name and Address of Agency

CERTIFICATE OF AUTHORITY

I, Tara Reardon, Chairman of the Merrimack County Board of Commissioner, 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 Merrimack County Attorney George Waldron to execute any documents which may be necessary for this contract from November 15, 2018 to December 31, 2018.
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

Tara Reardon

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Merrimack County Board of Commissioners this 15th day of November 2018

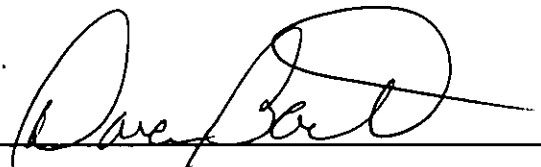


Tara Reardon, Chairman
Merrimack County Board of Commissioners

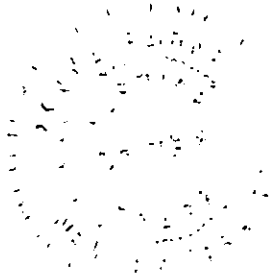
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 15 day of November 2018 before me Dana Bennett the undersigned officer, personally appeared Tara Reardon who acknowledged their self to be the Chairman for the Merrimack County Board of Commissioners, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Justice of the Peace/Notary Public
Commission Expiration Date: 1/24/23





CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303		Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2019	1/1/2020	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			<input type="checkbox"/> Each Accident	
			<input type="checkbox"/> Disease - Each Employee	
			<input type="checkbox"/> Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

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

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party		Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301					By: <i>Tammy Downer</i>
					Date: 11/2/2018 tdenver@nhprimex.org
					Please direct inquiries to: Primex³ Risk Management Services 603-226-2841 phone 603-228-3833 fax



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Type of Coverage:	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2018 1/1/2019	1/1/2019 1/1/2020	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

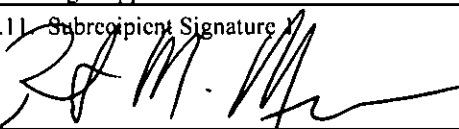
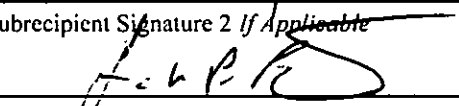
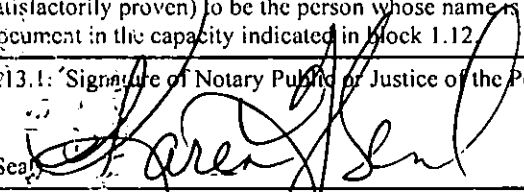
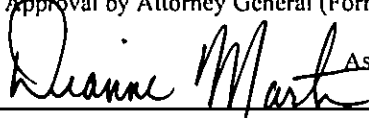
CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 11/2/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-226-3833 fax

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Portsmouth Police Department		1.4. Subrecipient Address 3 Junkins Avenue, Portsmouth, NH 03801	
1.5 Subrecipient Phone # 603-610-7508	1.6. Account Number 5017-072-500574	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 30,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 Robert M. Merner Chief of Police	
Subrecipient Signature 2 If Applicable 		Name & Title of Subrecipient Signor 2 If Applicable John P. Bohenko City Manager	
1.13. Acknowledgment: State of New Hampshire, County of Rockingham County on 12/20/18 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace 		KAREN A. SENECHAL Notary Public - New Hampshire My Commission Expires June 10, 2020	
1.13.2. Name & Title of Notary Public or Justice of the Peace KAREN A. SENECHAL, Administrative Manager			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 1/18/19			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			


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

B

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

Subrecipient Initial(s): RMM P
 Date: 12-2018

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

Subrecipient Initial(s): RMM 

Date: 12-20-18

EXHIBIT A

-SCOPE OF SERVICES-

1. The Portsmouth Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.


3a. The Subrecipient shall be awarded an amount not to exceed \$30,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials RAM \$
Date 12-20-18

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials RMM 
Date 12-28-18

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subrecipient"), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2.C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

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

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

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

"This project was supported by subgrant No. 2019W087 awarded by the state administrating office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Any subrecipient, at any tier, must comply with this condition.

VAWA PROGRAM GUIDELINES AND CONDITIONS

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

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

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization ("except churches") doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

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agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

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

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. If the NHDOJ and or the USDOJ learns or is notified that the subrecipient ("subgrantees") at any tier, including recipients of "subawards" and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

VAWA PROGRAM GUIDELINES AND CONDITIONS

restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

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

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Robert M Merner, Chief of Police

Name and Title of Authorized Representative

R M Merner

12-20-18

Signature

Date

Portsmouth Police Department - 3 Jenkins Ave, Portsmouth, NH 03801

Name and Address of Agency

Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

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

The City of Portsmouth Police Dept. (Applicant) certifies that any funds awarded through grant number 2019W087 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The City of Portsmouth Police Dept (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Robert M. Merner, Chief of Police

Signature: 

Date: 12-28-18

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NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

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with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

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

RMM
12-20-18

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

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

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

RMM
12-20-18

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

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

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

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

Robert M. Merner Chief of Police
Name and Title of Head of Agency

[Signature] 12-20-18
Signature Date

Portsmouth Police Dept, 3 Jenkins Ave, Portsmouth, NH 03801
Name and Address of Agency

RMM
12-20-18

EEOP Reporting

I, Chief Robert M. Merce [responsible official], certify that

Portsmouth Police Department [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/fag_eeop.htm on 10/3/2018 [Date]

And that Capt. Frank Wanchol - Strategic Services [responsible official] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 12/20/18 [date]

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

Signature: R M Mer

Date: 12-20-18

RMM JB
12-20-18



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

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

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

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

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

RMM ^B
12-20-18

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

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

RMM ^B
12-20-18

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

Robert M. Merner Chief of Police
Typed Name of Authorized Representative Title

Telephone Number 603-610-7457

[Signature] 12-20-18
Signature of Authorized Representative Date Signed

Portsmouth Police Department
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

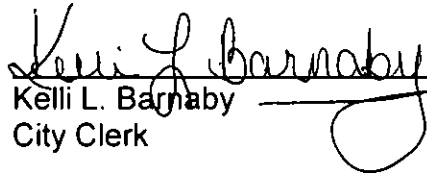
RMM
12-20-18

CERTIFICATE OF AUTHORITY

I, Kelli L. Barnaby, City Clerk for the City of Portsmouth, do hereby certify that:

Upon the City Council's vote to accept any grant, the City Manager is authorized to enter into grant agreements with local, state and federal agencies. His authority is found in the Revised Charter of the City of Portsmouth, Articles 1 and 5,

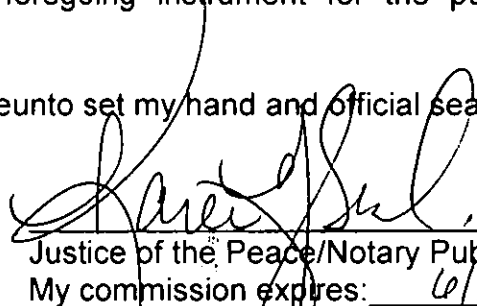
IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the City of Portsmouth, New Hampshire this 19 day of December, 2018.


Kelli L. Barnaby
City Clerk

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

On this 19 day of December, 2018, before me, the undersigned officer, personally appeared Kelli L. Barnaby, who acknowledged herself to be the City Attorney of the City of Portsmouth, New Hampshire and that she, as City Clerk, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


Justice of the Peace/Notary Public
My commission expires: 6/10/2020

KAREN A. SENECAI
Notary Public, New Hampshire
My Commission Expires June 10, 2020

Jee
#10

TO: JOHN P. BOHENKO, CITY MANAGER
FROM: KELLI L. BARNABY, CITY CLERK
RE: ACTIONS TAKEN BY THE PORTSMOUTH CITY COUNCIL MEETING
HELD ON MONDAY, DECEMBER 17, 2018 MEETING, EILEEN
DONDERO FOLEY COUNCIL CHAMBERS, MUNICIPAL COMPLEX,
ONE JUNKINS AVENUE, PORTSMOUTH, NEW HAMPSHIRE
PRESENT: MAYOR BLALOCK, ASSISTANT MAYOR LAZENBY, COUNCILORS
ROBERTS, PEARSON, DWYER, DENTON, PERKINS, RAYNOLDS AND
BECKSTED

1. The City Council held a Non Public Session - RSA 91-A:3 II (e) – Litigation Regarding James G. Boyle As Trustee, et. als.
2. Presentation – Holiday Music Performed by the Portsmouth High School Holiday Ensemble – The Holiday Ensemble performed four selections: Hark the Herald Angels Sing, God Rest Ye Merry Gentlemen, White Christmas and Jingle Bells.
3. McIntyre Project Re: Financial Plan – Deputy City Manager Colbert Puff advised the City Council that there will be a Public Hearing on the McIntyre Project at the meeting of January 7, 2019. Steve Purdue, Redgate provided an overview of the McIntyre Project Financial Plan.
4. Acceptance of Minutes – October 15, 2018; November 19, 2018 and December 3, 2018 – **Voted** to accept and approve the minutes of the October 15, 2018 City Council meeting.

Voted to accept and approve the minutes of the November 19, 2018 City Council meeting.

Voted to accept and approve the minutes of the December 3, 2018 City Council meeting.
5. Public Comment Session – There were 10 speakers: James Boyle (Authority); Steve Little (Streets-crack sealing); Jim Fernald (Signs); Bill Wagner (McIntyre); Jeffrey Cooper (Homestay – Short Term Rentals); Erik Anderson (Signs); Mark Brighton (Lost to Taxpayer); Paige Trace (Enough); Esther Kennedy (Who is Paying); and Matt Beebe (Short Term Rentals).

6. Public Hearing – Supplemental Appropriation for a Resolution Appropriating from Bond Premium the Sum of One Million Two Hundred Eight Six Thousand One Hundred Fourteen Dollars and Twenty-Eight Cents (\$1,286,114.28) to be Applied to Municipal Complex Improvements – Held a public hearing. On a roll call 8-1, **voted** to adopt the Resolution appropriating the sum of One Million Two Hundred Eighty-Six Thousand One Hundred Fourteen Dollars and Twenty-Eight Cents (\$1,286,114.28) for the Municipal Complex Improvements. Assistant Mayor Lazenby, Councilors Roberts, Pearson, Dwyer, Denton, Perkins, Reynolds and Mayor Blalock voted in favor. Councilor Becksted voted opposed.
7. Public Hearing – Supplemental Appropriation for a Resolution Appropriating from Bond Premium the Sum of Seven Hundred Five Thousand Two Hundred Seventy-Seven Dollars and Forty Cents (\$705,277.40) to be Applied to Annual Sewer Line Replacement – Held a public hearing. On a unanimous roll call 9-0, **voted** to adopt the Resolution appropriating the sum of Seven Hundred Five Thousand Two Hundred Seventy-Seven Dollars and Forty Cents (\$705,277.40) for the Annual Sewer Line Replacement.
8. Public Hearing – Supplemental Appropriation for a Resolution Appropriating from Bond Premium the Sum of Three Hundred Eighty-Two Thousand Six Hundred Eighty-Nine Dollars and Forty Three Cents (\$382,689.43) to be Applied to Annual Water Line Replacement – Held a public hearing. On a unanimous roll call 9-0, **voted** to adopt the Resolution appropriating the sum of Three Hundred Eight-Two Thousand Six Hundred Eighty-Nine Dollars and Forty-Three Cents (\$382,689.43) for the Annual Water Line Replacement.
9. Third and final reading amending Chapter 10 – Zoning Ordinance by deleting the existing Article 12 – Signs, and inserting in its place a new Article 12 – Signs as presented in the Document Titled “Proposed Amendments to the Portsmouth Zoning Ordinance: Article 12 – Signs” dated November 27, 2018 – **Voted** to table the ordinance indefinitely.
- ~~10. Acceptance of Grant – Portsmouth Police Department Violent Against Women Act Grant \$30,000.00 – Voted to accept and approve the grant to the Portsmouth Police Department as presented.~~
11. Consent Agenda – **Voted** to adopt the Consent Agenda.
 - A. Letter from Jeanine Sylvester, Runner’s Alley requesting permission to hold the 22nd Annual Runner’s Alley/Cisco Brewers Memorial 5k on Sunday, May 26, 2019 at 11:00 a.m. (**Anticipation action – move to refer to the City Manager with power**)

- B. Request for License to Install Projecting Sign for Regina Piantedosi owner of Regina Piantedosi for property located at 56 State Street (**Anticipated action - move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request**)

Planning Director's Stipulations

- **The license shall be approved by the Legal Department as to content and form;**
- **Any removal or relocation of projecting sign, for any reason, shall be done at no cost to the City; and**
- **Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works)**

- C. Request for License to Install Projecting Sign for Tom Holbrook owner of Riverrun Bookstore, Inc. for property located at 32 Daniel Street (**Anticipated action - move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request**)

Planning Director's Stipulations

- **The license shall be approved by the Legal Department as to content and form;**
- **Any removal or relocation of projecting sign, for any reason, shall be done at no cost to the City; and**
- **Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works)**

- D. Letter from Kaity Stanton, Big Brothers Big Sisters of New Hampshire requesting permission to close Pleasant Street on Saturday, June 15, 2019 from 1:00 p.m. to 4:00 p.m. for the annual Stiletto Sprint (**Sunday, June 16, 2019 Rain Date**) (**Anticipated action – move to refer to the City Manager with power**)

- E. Letter from Jennie Halstead, My Breast Cancer Support requesting permission to hold the 11th Annual Celebrate Pink 5k Walk & Run on Sunday, September 15, 2019 (***Anticipated action – move to refer to the City Manager with power***)
12. Email Correspondence – **Voted** to accept and place on file.
13. Letter from Coco Barton & Gabby Rothstein requesting that the City provide reusable bags to each household with funding from the Public Works Department – **Voted** to refer to the City Manager for report back.
14. Request to Establish Work Sessions Re: CIP & Budget – **Voted** to establish the City Council Work Sessions for Monday, January 14, 2019 regarding the FY20-25 Capital Improvement Plan and Wednesday, January 16, 2019 regarding Budget Work Session.
15. Comcast Agreement – **Voted** to authorize the City Manager to enter into an extension of the current franchise agreement with Comcast for cable television services to February 28, 2019.
- Voted** to schedule a presentation on the draft Cable Television Renewal Franchise agreement on January 7, 2019 with a public hearing held on January 22, 2019.
16. Acceptance of Construction Project Re: Middle Street/Lafayette Road Bike Route Project – **Voted** to accept the final constructed project of the Middle Street / Lafayette Road Bike Route.
17. Appointments to be Considered – The City Council considered the appointments and reappointments listed below which will be voted on at the January 7, 2019 City Council meeting.
- Cyrus Beer appointment to the Historic District Commission as Regular member
 - Margot Doering appointment to the Historic District Commission as an Alternate
 - Polly Henkel appointment to the Planning Board as an Alternate
 - Colby Gamester reappointment to the Planning Board
18. Appointments to be Voted – **Voted** to reappoint Corey Clark (Alternate), Dexter Legg and Elizabeth Moreau to the Planning Board until December 31, 2021 and Thomas Watson reappointment to the Trustees of Trust Funds until January 1, 2022.

19. Resignation of Rick Shea from the Historic District Commission – **Voted** to accept with regret the resignation of Rick Shea from the Historic District Commission.
 20. Ethic Committee Drawing by Lot – Mayor Blalock announced the drawing will take place at the January 7, 2019 City Council meeting.
 21. Committee to Interview Police Commission Candidates – Mayor Blalock announced that the organizational meeting will be held on Thursday, December 20, 2018 at 8:00 a.m. and the members are as follows:
 - Mayor Jack Blalock, Chairman
 - Councilor Doug Roberts
 - Councilor Nancy Pearson
 - Tom Ferrini
 - John Lyons
- Voted** to set a deadline of Wednesday, January 2, 2019 at 6:00 p.m. for applicants to file for the Police Commission vacancy.
22. Worth Lot Demonstration Project – **Voted** to request the City Manager pursue a partnership for a demonstration project with The Music Hall for an event activating the Worth Lot in 2019 in accordance with the vision in the Vaughan Worth-Bridge Strategic Revitalization Committee Report.
 23. Keno Petition – Councilor Denton reviewed the process for getting the Keno Question onto the ballot for the Municipal Election.
 24. Adjournment – At 10:00 p.m., **voted** to adjourn.

Respectfully submitted by:

Kelli L. Barnaby, MMC, CMC, CNHMC
City Clerk



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: City of Portsmouth One Junkins Avenue Portsmouth, NH 03801	Member Number: 275	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2018 1/1/2019	1/1/2019 1/1/2020	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 12/20/2018 tdenver@nhprimex.org
New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: City of Portsmouth One Junkins Avenue Portsmouth, NH 03801	Member Number: 275	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

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

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

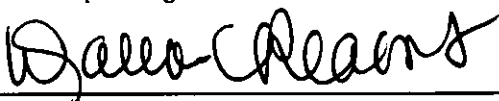
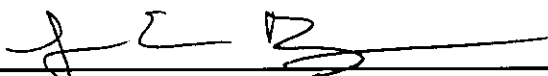
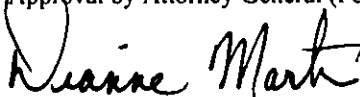
CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301					By: <i>Tammy Denver</i>
					Date: 12/20/2018 tdenver@nhprimex.org Please direct inquiries to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

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

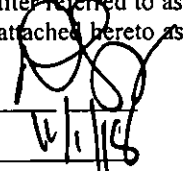
GENERAL PROVISIONS

1. Identification and Definitions.

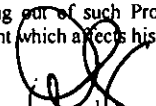
1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Bridges: Domestic & Sexual Violence Support Services, Inc.		1.4. Subrecipient Address 33 East Pearl St. Nashua, NH 03060	
1.5 Subrecipient Phone # 603-889-0858	1.6. Account Number 5017-072-500575	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 20,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 Dawn Reams, Executive Director	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough on 11/16/18, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Jane E Bizeur, Notary Public			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 12/11/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			



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


Date: 11/18

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



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



 [Signature]

 [Date: 11/16]

EXHIBIT A

-SCOPE OF SERVICES-

1. Bridges: Domestic & Violence Support Services, Inc. as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in the form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$20,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials



Date

11/1/18

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials AS
Date 11/1/18

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subrecipient"), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

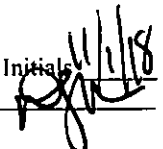
2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

Handwritten signature and date in black ink, appearing to be dated 11/1/18.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

DM
11/1/18

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L.113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

Subrecipient Initials
Date 11/1/18

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

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

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

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

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

Any subrecipient, at any tier, must comply with this condition.

VAWA PROGRAM GUIDELINES AND CONDITIONS

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

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

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization ("except churches") doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy or persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

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agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

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

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. 2If the NHDOJ and or the USDOJ learns or is notified that the subrecipient ("subgrantees") at any tier, including recipients of "subawards" and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 US.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

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restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

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

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

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

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Dawn Reams Executive Director
Name and Title of Authorized Representative

Dawn Reams 11/1/18
Signature Date

Bridges 33 E. Pearl St Nashua, NH 03060
Name and Address of Agency

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



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

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

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

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

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

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

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault; or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

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

Dawn Reams Executive Director
Typed Name of Authorized Representative Title

Telephone Number 603-889-0858

Dawn Reams 11/1/18
Signature of Authorized Representative Date Signed

Bridges Domestic & Sexual Violence Support Services
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

Non-supplanting Certification

Supplanting defined

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

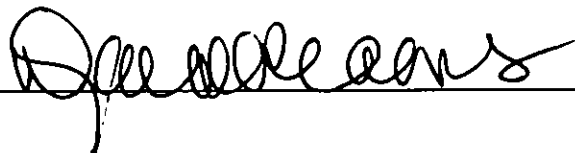
Supplanting and job retention

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

The Bridges (Applicant) certifies that any funds awarded through grant number 2019 VAWA shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: Dawn Reams

Signature:  Date: 11/1/18

EEOP Reporting

I, Dawn Reams [responsible official], certify that

BRIDGES [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on 9/12/18 [Date]

And that Dawn Reams [responsible official] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 9/12/18 [date]

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

Signature: Dawn Reams

Date: 11/1/18

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>BRIDGES: DOMESTIC & SEXUAL VIOLENCE SUPPORT SERVICES, INC</u>	
Address: <u>356 Pearl St Nashua NH 03060</u>	
Is agency a: <input checked="" type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DUNS Number: <u>861103778</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Dawn Reams</u>	
Telephone Number: <u>6038890858</u>	E-Mail Address: <u>director@BRIDGESNH.ORG</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- Less than fifty employees. Indian Tribe Medical Institution.
 Nonprofit Organization Educational Institution Receiving a single award(s) less than \$25,000.

I, Dawn Reams [responsible official], certify that BRIDGES [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that BRIDGES [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Dawn Reams, Executive Director Dawn Reams 9/12/18
Print or Type Name and Title Signature Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title Signature Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title Signature Date

INSTRUCTIONS

Completing the Certification Form Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

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

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

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

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

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

Dawn Reams, Executive Director

Name and Title of Head of Agency

Dawn Reams

Signature

1/1/18

Date

BRIDGES - 33 E. Pearl St Nashua, NH 03060

Name and Address of Agency

*Building nonviolent
communities since 1977*

CERTIFICATE OF AUTHORITY



I, Beth Hurd hereby certify that I am duly elected Clerk/Secretary of Bridges: Domestic & Sexual Violence Support Services, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the board of directors/shareholders, duly called and held on November 3, 2018 at which a quorum of the directors was present and voting.

VOTED: That Dawn Reams, Executive Director is duly authorized to enter into contracts or agreements on behalf of Bridges: Domestic & Sexual Violence Support Services, Inc. with the State of New Hampshire and any of its agencies or departments and further authorized to execute any documents which may in her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: November 1, 2018 ATTEST: Beth Hurd, Board Secretary

Beth Hurd Board Secretary
Signature and title of authorized representative

Nashua Office
PO Box 217
33 East Pearl Street
Nashua, NH 03061
603.889.0858

Milford Office
16 Elm St., Suite 2
Milford, NH 03055
603.672.9833

www.bridgesnh.org

24 hour support line
603.883.3044



State of New Hampshire

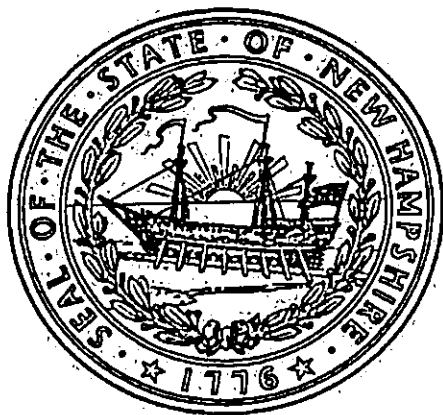
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BRIDGES: DOMESTIC & SEXUAL VIOLENCE SUPPORT SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 23, 1977. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64803

Certificate Number : 0004221197



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of December A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire

Department of State



Work Order #: 20189980150423

Receipt Date/Time: 12/10/2018 01:19:12 PM

Payer Information:

Dawn Reams
33 East Pearl Street
Nashua, NH, 03060, USA

Filer Information:

Dawn Reams
33 East Pearl Street
Nashua, NH, 03060, USA

Payer Customer ID: 205204

Filer Customer ID: 205204

Payment Information:

Date	Payment Type	Payment Reference	Authorization #	Payment Status	Payment Amount
12/10/2018 01:19:07 PM	Credit Card	CC#: XXXXXXXXXXXXX5081	Auth#: 021915	Paid	\$32.00
Total Payment Received:					\$32.00

Transaction Description:

Transaction #	Description	Reference Information
20189980150423-000	Handling Charge	N/A
20189980150423-001	Amendment	BRIDGES: DOMESTIC & SEXUAL VIOLENCE SUPPORT SERVICES INC.

Transaction Information:

Date Received	Transaction #	Processing Status	Invoice Status	Amount
12/10/2018 01:18:00 PM	20189980150423-000	Accepted	Paid	\$2.00
12/10/2018 01:18:00 PM	20189980150423-001	Accepted	Paid	\$30.00
Total				\$32.00

Drawdown Account Balance:	\$0.00	Total Due:	\$0.00
Credit Account Balance:	\$0.00	Total Refunded:	\$0.00
		Total Change To Credit Account Balance:	\$0.00



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248452924
Dec. 27, 2007 LTR 4168C E0
02-0330733 000000 00 000
00015502
BODC: TE

BRIDGES DOMESTIC & SEXUAL VIOLENCE
SUPPORT SERVICES INC
33 E PEARL ST
NASHUA NH 03060-3407331



010107

Employer Identification Number: 02-0330733
Person to Contact: Maggie Webster
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Dec. 18, 2007, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in June 1977, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2019

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beaugard	
	PHONE (A/C, No, Ext): 603-689-7229	FAX (A/C, No): 603-886-4230
	E-MAIL ADDRESS: cbeaugard@eatonberube.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hanover Insurance	
	INSURER B: First Comp	
INSURER C:		NAIC # 22292
INSURER D:		
INSURER E:		
INSURER F:		

INSURED BRIDO Bridges Domestic & Sexual Violence Supp PO Box 217 33 East Pearl St. Nashua NH 03060
--

COVERAGES CERTIFICATE NUMBER: 166860532 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			ZHV7133446	12/30/2018	12/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N		ZHV7133446	12/30/2018	12/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	MWC006766905	8/21/2018	8/21/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Abuse & Molestation Liability	N	N	ZHV7133446	12/30/2018	12/30/2019	Each Incident \$ 100,000 Aggregate \$ 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Information: No Excluded Officers; Coverage for NH.

CERTIFICATE HOLDER

CANCELLATION

The state of New Hampshire Dept. of Justice 33 Capitol Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Wendy R Beube</i>
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Zipporah W Elikanah

Objective

Providing interventions to women suffering from domestic sexual /assault violence through educating them on the resources available in the city for them and helping them understand their rights as victims of abuse.

Education

Njoro Girls High School	1981-1984 General Education
Igoji Teachers College	1991-1994 Teaching - Elementary Education
Lancaster Bible College, PA	2008-2010 BA in Bible and Education

Experience

Bridges: Domestic & Sexual Violence Support Services, Inc. 2017- Present

Duties include providing outreach to underserved populations. Providing crisis intervention and advocacy to victims of domestic and sexual violence. Collaborate with other agencies in the community that provide services to underserved populations.

Arbor Home Care Services

2017-- All staff agency, working with adults and children in autism spectrum
2012 to 2016

Duties include providing home health care services to a diversity of people with medical disabilities and mental health challenges. Cooking, medical transportation, educating on personal hygiene especially to the depressed, medication reminder and companionship.

Gaundenzia Drug and Alcohol Rehab and Treatment 2010-2012

Duties: Conducting and supervising therapeutic activities, supervising support groups, ordering home supplies, transporting them to medical appointments, helping them in job searching and looking for replacement homes after recovery.

Morvian Manor Retirement Home 2003-2008

Duties include giving direct care to the elderly, helping with activities of daily living, feeding bathing and providing dignified care to the terminally ill patients. Provided companionship too.

Edgewater: 2008-2012 worked as a physic Tech by helping clients with traumatic brain injury.

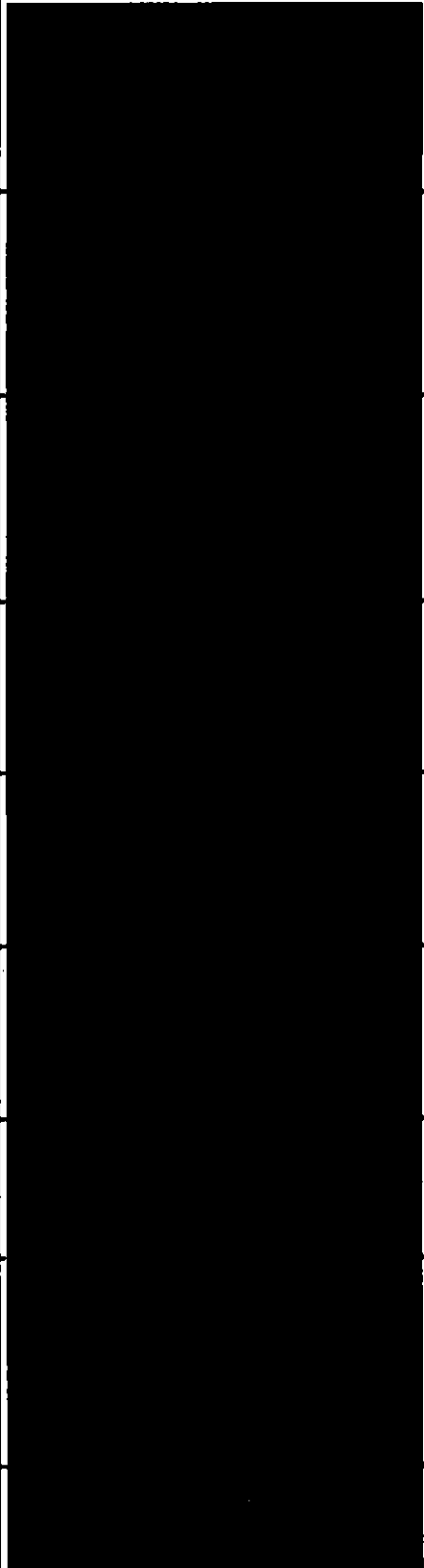
Duties: directing and redirecting clients with Traumatic Brain Injury. Provided behavior intervention and management and medication administration. Helped clients to connect to their loved ones with their choice.

Enenetia primary school Kenya Worked as elementary school teacher (primary school)

Duties included: teaching various subjects to children in grade four to grade seven.

Bridges: Domestic and Sexual Violence Support

2018 Board of Directors

Officers	Home Address	Work Address
<p>President Elizabeth Karagosian Joined March 2014 Term expires: 3/18</p>		<p>SNHMC 8 Prospect St. Nashua, NH 03060 603-577-2500 elizabeth.karagosian@snhhs.org</p>
<p>Vice President Susan Lozier Robert Joined April 2015 Term expires: 4/19</p>		<p>Frederick's Pastries 109 Route 101A Amherst, NH 03031 603-882-7725 sue@pastry.net</p>
<p>Secretary Beth Hurd Joined 10/12 Term expires: 8/18</p>		<p>Merrimack County Savings Bank Concord, NH bhurd@themerrimack.com</p>
<p>Treasurer Heather Tebbetts Joined June 2017 Term Expires 6/19</p>		<p>Liberty Utilities 15 Buttrick Road Londondery, NH 03053 (603) 216-3563</p>
<p>Members Michelle Dowling Joined November 2015 Term expires: 11/17</p>		<p>St Joseph Rehabilitation 2300 Southwood Dr Nashua, NH 03063 603-883-4624</p>
<p>Cpt. James Testaverde Joined January 2016 Term expires: 1/18</p>		<p>NPD 0 Panther Dr. Nashua, NH 03060 TestaverdeJ@nashuapd.com 603-594-3526</p>
<p>Margaret (Missy) Adams Joined May 2014 Term expires: 5/18</p>		<p>Keller Williams Realty, NH 20 Trafalgar Sq. #101 Nashua, NH 03063</p>
<p>Sarah Hanninen Joined March 2016 Term expires: 3/18</p>		<p>Work Address Fidelity Investments One Spartan Way Ts3c Merrimack, NH 03054 603-791-6558 sarah.hanninen@fmr.com</p>
<p>Carolanne Donovan Joined May 2016 Term expires: 5/18</p>		<p>Wedü 20 Market St Ste 102 Manchester, NH 03101</p>

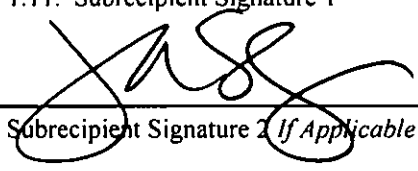
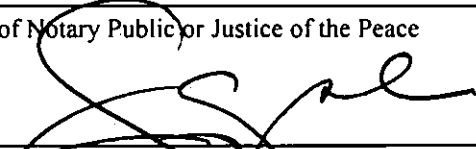
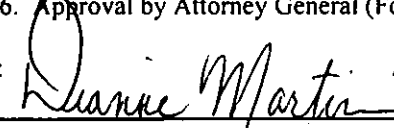
		603.647.9338 Carolanne@wedu.com
Brenda Hsu Joined April 2017 Term Expires 4/19		Arbonne Executive District Manager
Karen Roddy Joined April 2017 Term Expires 4/19		Johnson & Johnson, LifeScan Director of Channel Development 603-566-1848
Christian Urrutia Joined June 2017 Term Expires 6/19		Cooley, LLP 1114 Avenue of the Americas NY, NY 10036 212 479-6680 500 Boylston Street Boston, MA 02116
Wes O'Byran Joined 12/2017 Term Expires 12/2019		VP Business Banking Manager Peoples Bank 125 DW Hwy Nashua, NH 03060 (603) 716-6887

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name YWCA New Hampshire		1.4. Subrecipient Address 72 Concord St. Manchester, NH 03101	
1.5 Subrecipient Phone # 603-625-5785	1.6. Account Number 5017-072-500575	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 20,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 Jessica Sugrue, CEO	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough on 11/5/18 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)		1.13.2. Name & Title of Notary Public or Justice of the Peace Catherine Gagne, COO	
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: 12/5/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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

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

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- 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 YWCA New Hampshire as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in the form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$20,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials JAS
Date 11/5/15

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials JAS

Date 1/5/14

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subrecipient"), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

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

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

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

"This project was supported by subgrant No. 2019W065 awarded by the state administrating office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Any subrecipient, at any tier, must comply with this condition.

VAWA PROGRAM GUIDELINES AND CONDITIONS

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

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

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization ("except churches") doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

VAWA PROGRAM GUIDELINES AND CONDITIONS

agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this award should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

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

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. If the NHDOJ and or the USDOJ learns or is notified that the subrecipient ("subgrantees") at any tier, including recipients of "subawards" and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

VAWA PROGRAM GUIDELINES AND CONDITIONS

restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees"), or individuals defined (for purposes of this conditions) as "employees" of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

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

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The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

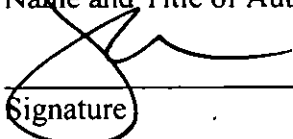
Any provision of the requirement of this award is held to be invalid or enforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum affect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable;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

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Jessica Sugrue, CEO
Name and Title of Authorized Representative


Signature

11/5/18
Date

YWCA NH 72 Concord St Manchester NH 03101
Name and Address of Agency

Non-supplanting Certification

Supplanting defined

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

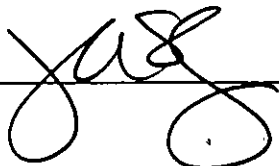
Supplanting and job retention

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

The YWCA NH (Applicant) certifies that any funds awarded through grant number 5017-072-500575 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: Jessica Sugrue, CEO

Signature: 

Date: 11/5/18

EEOP Reporting

I, Jessica Syme [responsible official], certify that

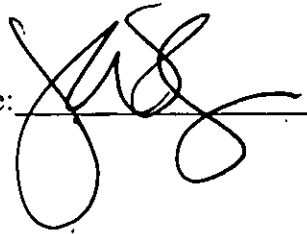
YWCA NH [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on 11/5/2018 [Date]

And that Jessica Syme [responsible official] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 11/5/2018 [date]

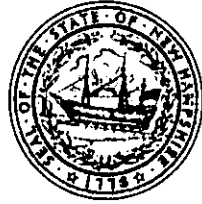
I further certify that: YWCA NH [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: _____



Date: 11/5/18

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

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

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

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

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

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

Jessica Sugrue, CEO

Name and Title of Head of Agency

Signature

Date

YWCA NH 72 Concord St. Manchester NH 03101

Name and Address of Agency



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

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

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

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

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

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

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

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

Jessica Sugarwe, CEO
Typed Name of Authorized Representative Title

Telephone Number 603-625-5785

[Signature]
Signature of Authorized Representative Date Signed 11/5/18

YWCA NH 72 Concord St Manchester NH 03101
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

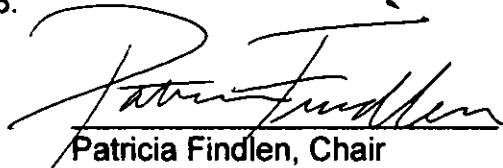
CERTIFICATE OF AUTHORITY

I, Patricia Findlen, Chair, YWCA Board of Directors, do hereby certify that:

1. The YWCA NH Board of Directors has agreed to accept funds and enter into a grant agreement with the NH Department of Justice;
2. The YWCA NH Board of Directors authorizes the CEO 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:

Jessica Sugrue, CEO

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair on this 5th day of November 2018.

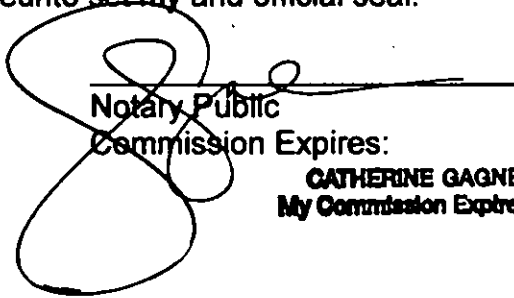


Patricia Findlen, Chair
YWCA NH Board of Directors

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 5th day of November 2018, before me, Catherine Gagne, the undersigned officer, personally appeared Patricia Findlen, who acknowledged their self to be the Board Chair for YWCA New Hampshire, being authorized to do so, executed the foregoing instrument for the purpose herein contained.

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



Notary Public
Commission Expires:

CATHERINE GAGNE, Notary Public
My Commission Expires March 23, 2021

eliminating racism
empowering women



YWCA New Hampshire

72 Concord Street
Manchester, NH, 03101

P 603.625.5785

F 603.627.8900

ywcanh.org

State of New Hampshire

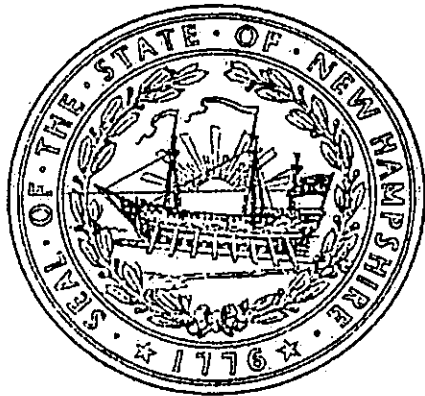
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that YWCA NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1920. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66716

Certificate Number : 0004209771



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of November A.D. 2018.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077552844
July 21, 2010 LTR 4168C 0
02-0222254 000000 00

00037153
BODC: TE

YWCA NEW HAMPSHIRE
72 CONCORD ST
MANCHESTER NH 03101-1806



5470

Employer Identification Number: 02-0222254
Person to Contact: Ms Fox
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 05, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in November 1929.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

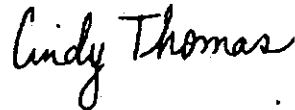
Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

4077552844
July 21, 2010 LTR 4168C 0
02-0222254 · 000000 00
00037154

YWCA NEW HAMPSHIRE
72 CONCORD ST
MANCHESTER NH 03101-1806

Sincerely yours,

A handwritten signature in cursive script that reads "Cindy Thomas".

Cindy Thomas
Manager, EO Determinations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2018

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

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

PRODUCER		CONTACT NAME: Judith George CIC,CPIW,CRIS	
FIAI/Cross Insurance		PHONE (A/C, No, Ext): (603) 869-3218	FAX (A/C, No): (603) 645-4331
1100 Elm Street		E-MAIL ADDRESS: jgeorge@crossagency.com	
Manchester NH 03101		INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: Illinois National Ins. Co.	NAIC #
YWCA New Hampshire		INSURER B: Illinois National Ins. Co.	
DBA: 72 Concord Street Condominium		INSURER C: National Union Fire Insurance Company of Pittsburgh PA	19445
72 Concord Street		INSURER D: LM Insurance Corp	33600
Manchester NH 03101		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 All Lines **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	ADDCSUBR RSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		08-LX-027571357-0	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 Each Occurrence retro \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		08-CA-023317817-0	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		29-UD-025009087-0	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC531S806405	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Workers Compensation		3(a) State: NH			All Officers Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Justice 33 Capital Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judith L. George, CIC, CRIS, CPIW</i>

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**YWCA NEW HAMPSHIRE
FINANCIAL STATEMENTS**

JUNE 30, 2018

TABLE OF CONTENTS

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Statement of cash flows	7
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HESSION & PARE, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
YWCA New Hampshire
Manchester, New Hampshire

We have audited the accompanying financial statements of YWCA New Hampshire (the "Association") (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

To the Board of Directors
YWCA New Hampshire

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Association as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Manchester, New Hampshire
September 18, 2018

Hessman & Paine PC

YWCA NEW HAMPSHIRE

STATEMENT OF FINANCIAL POSITION

As of June 30, 2018
(with comparative totals for 2017)

ASSETS

	<u>2018</u>	<u>2017</u>
Current assets		
Cash and cash equivalents	\$ 15,915	\$ 15,624
Grants receivable	91,178	269,186
Prepaid expenses	<u>2,048</u>	<u>4,449</u>
Total current assets	109,141	289,259
Security deposit	2,470	2,470
Investments	182,856	226,045
Beneficial interest in trust	1,692,087	1,642,127
Property and equipment, net	<u>1,057,695</u>	<u>944,678</u>
Total assets	<u>\$ 3,044,249</u>	<u>\$ 3,104,579</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 47,245	\$ 26,000
Deferred revenue	30,686	26,273
Line of credit	153,528	175,116
Current portion of long-term debt	<u>22,968</u>	<u>21,498</u>
Total current liabilities	<u>254,427</u>	<u>248,887</u>
Non-current liabilities		
Long-term debt, less current portion	113,749	97,970
Other liability (Note 10)	<u>34,866</u>	<u>34,866</u>
Total non-current liabilities	<u>148,615</u>	<u>132,836</u>
Total liabilities	<u>403,042</u>	<u>381,723</u>
Net assets		
Unrestricted	732,339	729,136
Temporarily restricted	1,779,778	1,864,630
Permanently restricted	<u>129,090</u>	<u>129,090</u>
Total net assets	<u>2,641,207</u>	<u>2,722,856</u>
Total liabilities and net assets	<u>\$ 3,044,249</u>	<u>\$ 3,104,579</u>

See notes to financial statements.

YWCA NEW HAMPSHIRE
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2018

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2018</u>
Public support				
Foundations and grants	\$ 555,494	\$ 47,000	\$ -	\$ 602,494
United Way	5,137	-	-	5,137
Contributions	35,907	3,004	-	38,911
Memberships	210	-	-	210
In-kind donations	25,300	-	-	25,300
Special events (net of direct costs of \$22,281 in 2018)	31,437	-	-	31,437
	<u>653,485</u>	<u>50,004</u>	<u>-</u>	<u>703,489</u>
Total public support				
Revenue				
Program fees	88,779	-	-	88,779
Facilities rental	29,047	-	-	29,047
Investment income, net of fees	781	2,629	-	3,410
Other revenue	19,204	-	-	19,204
Net assets released from restrictions	190,009	(190,009)	-	-
	<u>327,820</u>	<u>(187,380)</u>	<u>-</u>	<u>140,440</u>
Total revenue				
Total public support and revenue	<u>981,305</u>	<u>(137,376)</u>	<u>-</u>	<u>843,929</u>
Expenses				
Program services	797,635	-	-	797,635
Management and general	181,304	-	-	181,304
	<u>978,939</u>	<u>-</u>	<u>-</u>	<u>978,939</u>
Total expenses				
Increase (decrease) in net assets from operations	2,366	(137,376)	-	(135,010)
Non-operating income				
Unrealized losses on investments	(1,497)	(6,632)	-	(8,129)
Realized gains on investments	2,334	9,196	-	11,530
Change in beneficial interest in trust	-	49,960	-	49,960
	<u>837</u>	<u>52,524</u>	<u>-</u>	<u>53,361</u>
Total non-operating income				
Increase (decrease) in net assets	3,203	(84,852)	-	(81,649)
Net assets, beginning of year	<u>729,136</u>	<u>1,864,630</u>	<u>129,090</u>	<u>2,722,856</u>
Net assets, end of year	<u>\$ 732,339</u>	<u>\$ 1,779,778</u>	<u>\$ 129,090</u>	<u>\$ 2,641,207</u>

See notes to financial statements.

YWCA NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

For the Year Ended June 30, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017</u>
Public support				
Foundations and grants	\$ 456,923	\$ 135,000	\$ -	\$ 591,923
United Way	44,070	-	-	44,070
Contributions	29,352	42,399	-	71,751
In-kind donations	18,286	-	-	18,286
Special events (net of direct costs of \$13,277 in 2017)	38,840	-	-	38,840
	<u>587,471</u>	<u>177,399</u>	<u>-</u>	<u>764,870</u>
Total public support				
Revenue				
Program fees	36,964	-	-	36,964
Facilities rental	19,369	-	-	19,369
Investment income, net of fees	523	5,203	-	5,726
Other revenue	37,224	-	-	37,224
Net assets released from restrictions	28,607	(28,607)	-	-
	<u>122,687</u>	<u>(23,404)</u>	<u>-</u>	<u>99,283</u>
Total revenue				
Total public support and revenue	<u>710,158</u>	<u>153,995</u>	<u>-</u>	<u>864,153</u>
Expenses				
Program services	645,379	-	-	645,379
Management and general	126,254	-	-	126,254
	<u>771,633</u>	<u>-</u>	<u>-</u>	<u>771,633</u>
Total expenses				
(Decrease) increase in net assets from operations	(61,475)	153,995	-	92,520
Non-operating income				
Unrealized gains on investments	2,024	16,666	-	18,690
Realized losses on investments	(1,029)	(8,500)	-	(9,529)
Change in beneficial interest in trust	-	43,676	-	43,676
	<u>995</u>	<u>51,842</u>	<u>-</u>	<u>52,837</u>
Total non-operating income				
(Decrease) increase in net assets	(60,480)	205,837	-	145,357
Net assets, beginning of year	<u>789,616</u>	<u>1,658,793</u>	<u>129,090</u>	<u>2,577,499</u>
Net assets, end of year	<u>\$ 729,136</u>	<u>\$ 1,864,630</u>	<u>\$ 129,090</u>	<u>\$ 2,722,856</u>

See notes to financial statements.

YWCA NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2018
(with comparative totals for 2017)

	Program Services			Management and General	2018	2017
	Crisis Services	Youth and Community Service	Total Program Services			
Wages	\$ 435,107	\$ 42,255	\$ 477,362	\$ 27,164	\$ 504,526	\$ 404,932
Payroll taxes	39,087	4,201	43,288	2,641	45,929	37,781
Health and retirement benefits	18,179	1,105	19,284	616	19,900	17,112
Total wages, benefits and payroll taxes	492,373	47,561	539,934	30,421	570,355	459,825
Maintenance and repairs	40,207	2,927	43,134	52,111	95,245	26,212
Insurance	66,916	8,785	75,701	7,354	83,055	83,084
Program expense	37,567	2,827	40,394	16,011	56,405	39,972
Heat and utilities	28,951	2,073	31,024	4,754	35,778	29,713
Office expense	10,625	1,809	12,434	5,267	17,701	18,866
Telephone	11,722	1,157	12,879	2,198	15,077	14,323
Interest	655	-	655	11,222	11,877	11,113
Professional fees	9,595	914	10,509	1,111	11,620	17,186
Travel and transportation	7,933	46	7,979	1,217	9,196	4,490
Training, meetings and conferences	5,147	-	5,147	2,458	7,605	3,475
Dues and subscriptions	2,313	-	2,313	3,981	6,294	2,314
Miscellaneous	1,323	311	1,634	4,524	6,158	4,495
Postage	498	65	563	922	1,485	725
Dues to national organization	-	501	501	159	660	4,578
Advertising	100	-	100	-	100	2,207
Total expenses before depreciation	715,925	68,976	784,901	143,710	928,611	722,578
Depreciation	12,734	-	12,734	37,594	50,328	49,055
Total expenses	\$ 728,659	\$ 68,976	\$ 797,635	\$ 181,304	\$ 978,939	\$ 771,633

See notes to financial statements.

YWCA NEW HAMPSHIRE

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2018
(with comparative totals for 2017)

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ (81,649)	\$ 145,357
Adjustments to reconcile change in net assets to cash provided by (used in) operating activities		
Depreciation	50,328	49,055
Unrealized losses (gains) on investments	8,129	(18,690)
Realized (gains) losses on investments	(11,530)	9,529
Decrease (increase) in grants receivable	178,008	(166,999)
Decrease in interest receivable	-	1,667
Decrease (increase) in deposits and prepaid expenses	2,401	(1,603)
(Increase) in security deposit	-	(2,470)
(Increase) in beneficial interest in trust	(49,960)	(43,676)
Increase (decrease) in accounts payable and accrued expenses	21,245	(807)
Increase in deferred revenue	4,413	26,273
Net cash provided by (used in) operating activities	<u>121,385</u>	<u>(2,364)</u>
Cash flows from investing activities		
Purchases of capital assets	(163,345)	(1,540)
Proceeds from sale of investments	67,800	95,051
Purchase of investments	<u>(21,210)</u>	<u>(43,779)</u>
Net cash (used in) provided by investing activities	<u>(116,755)</u>	<u>49,732</u>
Cash flows from financing activities		
Cash proceeds from line-of-credit	370,100	345,788
Cash payments on line-of-credit	(391,688)	(373,634)
Proceeds from loans	37,500	-
Debt principal payments	<u>(20,251)</u>	<u>(20,858)</u>
Net cash (used in) financing activities	<u>(4,339)</u>	<u>(48,704)</u>
Net increase (decrease) in cash and cash equivalents	291	(1,336)
Cash and cash equivalents, beginning of year	<u>15,624</u>	<u>16,960</u>
Cash and cash equivalents, end of year	<u>\$ 15,915</u>	<u>\$ 15,624</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ 11,877</u>	<u>\$ 11,113</u>

See notes to financial statements.

YWCA NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

YWCA New Hampshire (the "Association"), is a state-wide New Hampshire non-profit organization. It is a member of YWCA USA, with whom it shares the mission of eliminating racism, empowering women and promoting peace, justice, freedom and dignity for all. This mission is met locally through the delivery of social service programs, as well as programs that enrich the general community. The Association's current services include: youth and community services and programming, and victim services which include 24-hour crisis services, an emergency shelter, support groups and criminal and civil court advocacy.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Significant accounting policies

The Association prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for not-for-profit entities. The significant accounting and reporting policies used by the Association are described subsequently to enhance the usefulness and understandability of the financial statements.

Net assets

The categories, unrestricted, temporarily restricted and permanently restricted net assets are defined as follows:

Unrestricted – Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted – Net assets whose use is limited by law or donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Association.

Permanently Restricted – Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

YWCA NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and cash equivalents

The Association considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Grants receivable and revenue

Grants receivable are recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts, or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants, or reductions of future grant awards. Based on prior experience, the Association's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Association.

Investments

The Association accounts for investments in accordance with U.S. GAAP. U.S. GAAP requires that investments with readily determinable values and all investments in debt securities are stated at their fair value in the statement of financial position. Investments, which consist of marketable equity, mutual funds and money market accounts, are carried at market value and are classified as long-term assets since it is the Association's intent to hold these securities for more than one year. All realized and unrealized gains and losses are included in the changes in net assets in the accompanying statement of activities. Investment income is recorded on the accrual basis.

YWCA NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Endowment investments

Endowment investments consist of investments purchased with the following resources:

- Donor-restricted permanent endowments, which are contributions restricted by donors to investment in perpetuity with only investment income and appreciation being used to support the Association's activities.
- Board-designated endowments, which are resources set aside by the Board of Directors for an indeterminate period to operate in a manner similar to a donor-restricted permanent endowment. Because a Board-designated endowment results from an internal designation, it can be spent upon action of the Board of Directors.

Endowment investments also include investments purchased with unspent investment income and net gains on these resources.

Property and equipment

Property and equipment are recorded at cost, or in the case of donated assets, at fair market value. Items with an individual or aggregate cost of less than \$1,000 are expensed in the year of purchase. Repairs and maintenance are expensed as incurred.

Depreciation is provided on the straight-line method by charges to expense in amounts estimated to recover the cost of these assets over their estimated useful lives as follows:

Buildings and improvements	10 - 39 years
Equipment	5 - 7 years

YWCA NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributions and grants

In accordance with U.S. GAAP, contributions and grants received are recorded as unrestricted, temporarily restricted, or permanently restricted, depending on the existence and/or nature of any donor/grantor restrictions. Contributions and grants restricted for a specific purpose are reported as temporarily restricted support and are then reclassified to unrestricted net assets upon satisfaction of those restrictions.

Donated material and services

Donated services are recognized as contributions in accordance with U.S. GAAP if the services (a) create or enhance nonfinancial assets or (b) require specialized skills that are provided by people with those skills and would otherwise be purchased by the Association.

A substantial number of volunteers have donated significant amounts of their time to the Association's program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Donations of materials and equipment are recorded as support at fair market value on the date of receipt. At June 30, 2018 and 2017, there were donated materials of \$25,300 and \$18,286, respectively.

Functional allocation of expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Compensated absences

It is the Association's policy that accrued vacation benefits must be used by the end of the second quarter of the next calendar year or be lost. Sick leave benefits up to 60 days accrue, but are not payable upon severance. Therefore, no provision has been made for such absences.

YWCA NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Fair value of financial instruments

Cash, trade and other accounts receivable, accounts payable, accrued expenses and other liabilities are carried in the financial statements as amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Income taxes

The Association is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code as a charitable organization, whereby only unrelated business income as defined by Section 509(a)(1) of the Code is subject to federal income tax. At June 30, 2018 and 2017, the Association had no unrelated business income. Accordingly, no provision for income taxes has been recorded. The income tax filings for the tax years before 2014 are no longer subject to examination by federal and state taxing authorities.

Note 3. FAIR VALUE MEASUREMENTS

The FASB defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in the Association's principal or most advantageous market in an orderly transaction between market participants on the measurement date.

The standard establishes a fair value hierarchy which requires the Association to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority.

Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, or observable inputs other than quoted market prices.

Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority.

YWCA NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 3. FAIR VALUE MEASUREMENTS (concluded)

The Association uses appropriate valuation techniques based on available inputs to measure the fair value of its investments and beneficial interest in trust. An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques must maximize the use of observable inputs and minimize the use of unobservable inputs.

Note 4. INVESTMENTS

Investments consisted of the following at June 30:

	<u>2018</u>		<u>2017</u>	
	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>
Money market funds	\$ 6,884	\$ 6,884	\$ 7,813	\$ 7,813
Mutual funds- domestic	137,540	138,050	132,824	135,956
Mutual funds- international	18,816	17,898	19,932	21,862
Common stock- domestic	15,345	20,024	47,099	55,095
Common stock- international	-	-	5,978	5,319
Total	<u>\$ 178,585</u>	<u>\$ 182,856</u>	<u>\$ 213,646</u>	<u>\$ 226,045</u>

For the years ended June 30, 2018 and 2017, investment fees were \$2,264 and \$2,770, respectively.

Investment return at June 30 is summarized as follows:

	<u>2018</u>	<u>2017</u>
Net interest and dividend income	\$ 3,410	\$ 5,726
Realized gain (loss) on investments	11,530	(9,527)
Unrealized (loss) gain on investments	<u>(8,129)</u>	<u>18,690</u>
Total	<u>\$ 6,811</u>	<u>\$ 14,889</u>

YWCA NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 4. INVESTMENTS (concluded)

As discussed in Note 3 to these financial statements, the Association is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Association's valuation techniques. The valuation technique used to measure investments is Level 1. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of June 30, 2018.

Note 5. ENDOWMENT FUND ASSETS

The Association's endowment consists of funds established either by donors (referred to as *donor designated endowment funds*) and/or by resources set aside by the Board of Directors to function as endowments (referred to as *board designated endowment funds*). As required by GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor imposed restrictions.

The State of New Hampshire enacted the Uniform Prudent Management of Institutional Funds Act (UPMIFA). UPMIFA establishes law for the management and investment of donor-restricted endowment funds. The Board of Directors of the Association has interpreted UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted permanent endowment funds unless there are explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as permanently restricted net assets (a) the original value of gifts donated to all donor-restricted endowments, (b) the original value of any subsequent gifts to donor-restricted permanent endowments, and (c) the original value of accumulations to donor-restricted permanent endowments made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of a donor-restricted permanent endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Association. All donor-restricted term endowments are classified as temporarily restricted net assets until the term expires and they are used in accordance with the donor's restriction on use.

YWCA NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 5. ENDOWMENT FUND ASSETS (continued)

The following schedule includes activity for all investments held by the Association:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2018				
Investments, beginning of year	\$ 49,574	\$ 47,381	\$ 129,090	\$ 226,045
Investment return				
Net investment income	781	2,629	-	3,410
Realized gain	2,334	9,196	-	11,530
Unrealized loss	<u>(1,497)</u>	<u>(6,632)</u>	<u>-</u>	<u>(8,129)</u>
Total investment return	<u>1,618</u>	<u>5,193</u>	<u>-</u>	<u>6,811</u>
Appropriation of endowment assets:				
Board designated withdrawal	(50,000)	-	-	(50,000)
Spending rate	<u>12,962</u>	<u>(12,962)</u>	<u>-</u>	<u>-</u>
Investments, end of year	<u>\$ 14,154</u>	<u>\$ 39,612</u>	<u>\$ 129,090</u>	<u>\$ 182,856</u>

Investment Net Asset Composition by Fund Type

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2018				
Board designated	\$ 14,154	\$ -	\$ -	\$ 14,154
Donor designated	<u>-</u>	<u>39,612</u>	<u>129,090</u>	<u>168,702</u>
Total	<u>\$ 14,154</u>	<u>\$ 39,612</u>	<u>\$ 129,090</u>	<u>\$ 182,856</u>

YWCA NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 5. ENDOWMENT FUND ASSETS (continued)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2017				
Investments, beginning of year	\$ 91,631	\$ 47,435	\$ 129,090	\$ 268,156
Investment return				
Net investment income	523	5,203	-	5,726
Realized (loss)	(1,027)	(8,500)	-	(9,527)
Unrealized gain	<u>2,024</u>	<u>16,666</u>	<u>-</u>	<u>18,690</u>
Total investment return	<u>1,520</u>	<u>13,369</u>	<u>-</u>	<u>14,889</u>
Appropriation of endowment assets:				
Board designated withdrawal	(57,000)	-	-	(57,000)
Spending rate	<u>13,423</u>	<u>(13,423)</u>	<u>-</u>	<u>-</u>
Investments, end of year	<u>\$ 49,574</u>	<u>\$ 47,381</u>	<u>\$ 129,090</u>	<u>\$ 226,045</u>

Investment Net Asset Composition by Fund Type

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2017				
Board designated	\$ 49,574	\$ -	\$ -	\$ 49,574
Donor designated	<u>-</u>	<u>47,381</u>	<u>129,090</u>	<u>176,471</u>
Total	<u>\$ 49,574</u>	<u>\$ 47,381</u>	<u>\$ 129,090</u>	<u>\$ 226,045</u>

The Association has adopted an investment policy to provide a total return sufficient to support annual funding needs while preserving the assets against inflation. Total return is defined as dividend or interest income, plus realized and unrealized capital appreciation or depreciation at fair market value, net of fees.

YWCA NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 5. ENDOWMENT FUND ASSETS (concluded)

The Association has a Board approved spending policy of up to 6% of the total value of the portfolio, which includes interest and dividends, as annual cash requirements.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Asset allocation parameters have been developed based on investment objectives, liquidity needs, and time horizon for intended use.

Note 6. BENEFICIAL INTEREST IN TRUST

The Association is an irrevocable beneficiary of a charitable remainder trust held by a bank as trustee. These resources are neither in the possession of, nor under the control of the Association. The terms of the trust provide for income of the trust to be distributed to the current beneficiary, and upon the beneficiary's death, the principal is to be distributed to charitable beneficiaries. The fair value of the beneficial interest was determined by applying the Association's percentage interest (14%) to the fair value of the trust assets as reported by the Trustee.

The fair market value of the beneficial interest in a trust is based upon the present value of the estimated future cash receipts from the trust's assets, considering a rate of return on the assets in the trust. As discussed in Note 3, the valuation technique used by the Association is a Level 3 measure because there are no observable market transactions.

Changes in fair value of the beneficial interest in trust are comprised of the following:

Balance at June 30, 2016	\$ 1,598,451
Change in value of beneficial interest in trust	<u>43,676</u>
Balance at June 30, 2017	\$ 1,642,127
Change in value of beneficial interest in trust	<u>49,960</u>
Balance at June 30, 2018	<u>\$1,692,087</u>

YWCA NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 7. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
Land	\$ 63,325	\$ 63,325
Buildings and improvements	2,719,034	2,555,689
Equipment	<u>93,348</u>	<u>93,348</u>
Total	2,875,707	2,712,362
Less accumulated depreciation	<u>1,818,012</u>	<u>1,767,684</u>
Net property and equipment	<u>\$ 1,057,695</u>	<u>\$ 944,678</u>

Note 8. LINE OF CREDIT

In fiscal year 2005, the Association entered into a revolving line of credit agreement with a bank for \$150,000. During fiscal year 2014, the Association increased the line of credit for maximum borrowings of \$225,000. The terms of the agreement are due on demand, at a rate of interest equal to 1.5% above the Wall Street Journal prime rate (6.5% at June 30, 2018). The line of credit is secured by general business assets of the Association. As of June 30, 2018 and 2017, \$153,528 and \$175,116 was advanced on the line of credit, respectively.

Note 9. LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
Note payable to NH Housing Finance Authority, in monthly installments of \$1,448 including interest at 4%, due December 1, 2018, secured by real property located in Manchester, New Hampshire.	\$ 14,217	\$ 29,468
Note payable to City of Manchester in annual installments of \$3,750, interest at 0%, due July 1, 2028, secured by real property located in Manchester, New Hampshire.	37,500	-

YWCA NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT (concluded)

Note payable to City of Manchester in annual installments of \$5,000, interest at 0%, due October 1, 2034, secured by real property located in Manchester, New Hampshire.

	<u>85,000</u>	<u>90,000</u>
Total debt	136,717	119,468
Less current maturities	<u>22,968</u>	<u>21,498</u>
Long-term debt	<u>\$ 113,749</u>	<u>\$ 97,970</u>

The following is a summary of maturities due on long-term debt as of June 30, 2018:

Year ending <u>June 30,</u>	<u>Amount</u>
2019	\$ 22,968
2020	8,750
2021	8,750
2022	8,750
2023	8,750
Thereafter	<u>78,749</u>
Total	<u>\$ 136,717</u>

Note 10. OTHER LIABILITY

The Association owed \$34,866 in 2018 and 2017 to Antoinette Hill apartments for building improvements paid on their behalf during fiscal year 2010. In return, the Association has agreed to lease four parking spaces at a current value of \$2,880 per year until the liability is paid in full.

YWCA NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets were available for the following purposes as of June 30:

	<u>2018</u>	<u>2017</u>
Beneficial interest in trust	\$ 1,692,087	\$ 1,642,127
Endowment earnings	39,612	47,381
Shelter replacement reserve	12,022	9,918
Crisis services	32,254	27,704
Missy's closet	-	2,500
Building improvements	<u>3,803</u>	<u>135,000</u>
	<u>\$ 1,779,778</u>	<u>\$ 1,864,630</u>

The shelter replacement reserve is an escrow account required as part of the New Hampshire Housing Finance Authority mortgage (Note 9). The Association is required to deposit \$167 each month into the account, and disbursements are restricted to repair and replacement expenses for the mortgaged property. The Authority controls the account and must give prior approval for all disbursements.

Note 12. PERMANENTLY RESTRICTED NET ASSETS

At June 30, 2018 and 2017, permanently restricted net assets of \$129,090 consisted of investment principal maintained in perpetuity. The income earned may be used to support operations.

Note 13. PENSION PLAN

The Association participates in a defined benefit retirement plan with the YWCA Retirement Fund, Inc. There are no prior service costs and it is the policy of the Association to timely fund pension costs. For the years ended June 30, 2018 and 2017, total pension expense associated with this plan was \$8,597 and \$7,939, respectively.

Note 14. RELATED PARTY TRANSACTIONS

The Association is affiliated with the National Office of the YWCA. The Association is required to pay dues to the National Office, calculated as a percentage of certain expenses.

YWCA NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 15. LEASE OF FACILITIES

The Association entered into a three-year lease agreement to lease office space to other nonprofit organizations, with total monthly lease payments of \$2,500 expiring between September 2019 and December 2020. The minimum rental income under this operating lease agreement is as follows:

<u>Year ending</u> <u>June 30,</u>	<u>Amount</u>
2019	\$ 30,000
2020	<u>12,000</u>
Total	<u>\$ 42,000</u>

During June 30, 2018 and 2017, total rental income was \$29,047 and \$19,369, respectively.

Note 16. RISKS AND UNCERTAINTIES

The Association invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and such changes could materially affect the amounts reported in the statements of financial position.

The majority of the Association's grants are received from foundations and from agencies of the State of New Hampshire. As such, the Association's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Association's services.

Note 17. SUBSEQUENT EVENTS

The Association has evaluated subsequent events through September 18, 2018, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2018.

2018/2019 YWCA New Hampshire Board of Directors

(Revised 8/30/2018)

Name and Address	Home	Work	Work	Fax	e-mail address
Adumene, Kile					
Term 1: March 2020					
Agbenowossi, Yawa		Graduate Assistant SNHU 2500 North River Road Manchester NH 03106	836-6675		
Term 1: August 2021					
Ahyi-Amendah, PhD, Nathalie		Contractor Scientist Pfizer Andover MA			
Term 1: January 2020					LBennett@anselm.edu
Bennett, Laurie		St. Anselm College 100 St. Anselm Drive Manchester NH 03102			
Term 1: January 2021					
Bird, Megan					
Term 1: August 2021					
Day, Julie		Strengthening Families Director NH Children's Trust 10 Ferry Street Suite 315 Concord NH 03301	224-1279		jday@nhchildrenstrust.org
Term 1: June 2021					
Donna Ehrler		Senior Vice President Camden National Bank 900 Elm Street Suite 802 Manchester NH 03101	716-2402		dehrler@CamdenNational.com
Term 1: November 2018					
Findlen, Patricia (Chair)		Southern NH University 2500 North River Road Manchester NH 03106	232-4648		P.Findlen@snhu.edu
Term 2: January 2019					
George, Judy (Vice Chair)		Account Executive Cross Insurance 1100 Elm Street Manchester NH 03101	206-9904	645-4331	jgeorge@crossagency.com
Term 2: October 2020					
Gilmore, Brooke		Director, Deborah L. Coffin Women's Center/Asst Professor at Southern New Hampshire University 2500 N. River Road Manchester, NH 03106	644-3190		b.gilmore@snhu.edu
Term 1: August 2020					
Sarabia, Sheila		Compliance Manager Northeast Delta Dental One Delta Drive Concord NH 03302-2002	223-1127		ssarabia@nedelta.com
Term 1: August 2020					
Seaton, Jennifer					

YWCA JOB DESCRIPTION

TITLE	CLASSIFICATION	DATE OF REVISION
<i>Direct Service Advocate Culturally Specific</i>	<i>Part Time – 20 hours/week</i>	<i>August 2015</i>
BRANCH/DEPARTMENT	TITLE OF SUPERVISOR	
<i>YWCA Crisis Services</i>	<i>Director of Crisis Services</i>	

MAJOR PURPOSE:

Provide direct services to victims of domestic and sexual violence, with emphasis on Latina victims, through support, information, resource referral and personal advocacy based on the empowerment model through a grassroots social change movement; and to facilitate culturally sensitive support groups.

PRIMARY FUNCTION:

Direct Service

- Provide direct service to all clients via telephone or in person when the office is open including, but not limited to, emotional support, court advocacy, hospital and police accompaniment.
- Facilitate Latina support group and other support group or training as needed.
- Provide direct service via crisis intervention and information to women and their children housed at Emily's Place.
- Provide case planning and personal/systems advocacy for residents of Emily's Place.
- Responsible for implementing policies and procedures at Emily's Place and YWCA NH.

General

- Provide calendar back-up and crisis line coverage as needed to meet the needs of the organization.
- Maintain all necessary records such as contact logs, and time and attendance sheets and other documentation as required.
- Work collaboratively with all YWCA staff to assure completion of all functions at all locations.
- Provide assistance to volunteer advocates on an as needed basis.
- Assist in Volunteer Training as needed.
- Attend, whenever possible, all functions of the YWCA.
- Promote the YWCA purpose and mission and work to eliminate racism and empower women.
- Contribute to a positive work environment.
- Perform all other tasks as assigned.

Assigned to serve on:

Committee Assignments for this position are done on an individual basis.

REQUIREMENTS:

- Understanding of domestic and sexual violence issues and a victim services model that focuses on victim safety and perpetrator accountability.
- Commitment to the mission of the YWCA and to the empowerment model of service delivery used at the YWCA Crisis Service.
- Bi-Lingual a must, bi-cultural preferred. Facilitator experience preferred.
- Completion of thirty hours of training provided to YWCA Crisis Service volunteers and other training as deemed necessary.
- Degree in social work/related field desirable or equivalent experience.
- Ability to work well and communicate with people of diverse backgrounds.
- Ability to work scheduled night and weekend backup shifts.
- Valid driver's license, reliable vehicle, and proof of valid auto insurance.

Employee Signature

Date

**eliminating racism
empowering women**



New Hampshire

Job Description

Job Title: Underserved Populations Coordinator

FLSA Status: Non-Exempt

Classification: Part Time (20 Hours)

Department: Crisis Services

Reports to: Director of Crisis Services

Revision Date: May 1, 2018

Job Summary:

The Underserved Populations Coordinator will provide direct services, participate in focused professional development opportunities and complete outreach to community partners to do an environmental scan of best practices for outreach and advocacy on working with clients that are typically underserved.

Supervises: No supervisory responsibilities

Requirements:

- Four year degree in social work or related field preferred, through relevant experience may be considered in lieu of degree;
- Experience developing and maintaining strong community partnerships preferred;
- Excellent computer skills including knowledge of Microsoft Office preferred;
- Understanding of domestic and sexual violence issues and a victim services model that focuses on victim safety and empowerment;
- Bilingual required, bicultural preferred;
- Understanding of underserved populations including, but not limited to, elderly, disabled, LGBTIQQ, victims of human trafficking and individuals living in rural areas;
- Commitment to the mission of YWCA and to the empowerment model of service delivery used at YWCA Crisis Services;
- Completion of YWCA NH New Advocate Core training program;
- Attend National Network to End Domestic Violence training when offered;
- Must have reliable phone access and reception;
- Must be able to return crisis hotline phone calls within required 10 minute window and respond to hospital calls within required 40 minute window;
- Satisfactory Criminal Background Check; and
- Must possess a valid driver's license and proof of vehicle insurance, and must have access to a vehicle during work hours.

Duties and Responsibilities:

- Develop and sustain working relationships with community partners to better meet the needs of underserved populations;

- Educate community members on the dynamics of domestic violence and the need for community supports to ensure victims' success in creating safe lives for themselves and their children;
- Provide direct service to all clients via telephone or in person when the office is open including, but not limited to, emotional support, court advocacy, hospital and police accompaniment;
- Facilitate Latina support group and/or other support groups or trainings as needed;
- Provide direct services via crisis intervention and information to women and their children housed at Emily's Place;
- Provide case planning and personal/systems advocacy for residents of Emily's Place;
- Responsible for implementing policies and procedures at Emily's Place and YWCA NH;
- Provide calendar back-up and crisis line coverage as needed to meet the needs of the organization;
- Maintain all necessary records such as contact logs, and time and attendance sheets and other documentation as required;
- Work collaboratively with all YWCA staff to assure completion of all functions at all locations;
- Provide assistance to volunteer advocates on an as needed basis;
- Attend agency staff meetings, in-service trainings, and other trainings as identified;
- Comply with data collection and record keeping requirements;
- Provide calendar back up and crisis line coverage as needed to meet the needs of the organization;
- Work collaboratively with all YWCA NH staff to assure completion of all functions at all locations;
- Contribute to a positive work environment;
- Assist in Volunteer Training as needed;
- Participates in agency staff meetings and other team meetings as able;
- Maintains professional boundaries; and
- Performs other duties as assigned.

Competencies:

Adaptability & Flexibility: Adapts to changing business needs, conditions, and work responsibilities.

Self-Motivation, Initiative & Creative Thinking: Takes action without prompting and develops fresh ideas that provide safe solutions to all types of workplace challenges.

Commitment to Quality Service: Builds and maintains client/community satisfaction with the services offered by the organization.

Confidentiality, Integrity, Ethics & Trust: Maintains confidentiality and earns others' trust and respect through consistent honesty and professionalism in all interactions.

Valuing Diversity: Helps to create an environment that embraces and appreciates diversity.

Stress Tolerance and Unflappability: Maintains composure in highly stressful or adverse situations.

Problem Solving Attitude: Approaches situations and challenges in a solutions based proactive and effective manner.

Respectfulness & Relationship Building: Builds constructive working relationships characterized by high level of acceptance, cooperation, and mutual respect.

Professionalism & Personal Boundaries: Conducts oneself with appropriate and expected professional boundaries and policies.

Work Environment and Physical Demands:

- Work is primarily performed in office setting with periodic trips to hospitals, police stations and shelter.
- Work requires the ability to ascend and descend stairs, as well as the ability to move about and position self efficiently to perform physical tasks and address emergency situations.
- Occasionally works in outdoor weather conditions.
- Occasionally requires the ability to move or transport supplies or equipment weighing up to 30 pounds unassisted.

Acknowledgement:

This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

The employee's signature below constitutes the employee's understanding of the requirements, functions, and duties of the position.

Employee Name (please print): _____

Employee Signature: _____

Date: _____

Paulette Young

SUMMARY OF QUALIFICATIONS

Exhibits strong interpersonal and communication skills
Recognized as a leader and mentor to staff within the organization
Excellent organizational skills and ability to manage multiple projects
Provides exceptional guidance and support to enable clients to develop self-advocacy skills
Excellent demeanor & ability to work both in a group setting and independently

OBJECTIVE

To use my professional and personal experience to obtain a position that will have a broad and lasting impact on underserved individuals in the community.

Master's program in Clinical Mental Health Counseling
Southern New Hampshire University

Manchester, NH
Sep 2017-Present

Crisis Department Volunteer
YWCA Manchester

Manchester, NH
Aug 2017-Present

- Crisis Department Volunteer providing direct services to Clients

Family Training and Counseling Specialist
Center for Life Management

Derry, NH
March 2016 – Aug 2017

- Provide TBSI (Therapeutic Behavioral Services—Individual) to clients' ages ranging from 5-15
- Conduct weekly treatment team collaboration with clinicians, medical providers and case managers
- Support client's and their parents/guardians with consumer driven goals that focus on recovery
- Educate parents/guardians about the child's diagnosis and symptoms that can impact the child
- Introduce and model specific strategies and techniques to address behaviors
- Provide clinical documentation to reflect services delivered
- Completed 16 hours of Dialectical Behavioral Therapy and agency required Health Insurance Portability and Accountability Act training

Crisis Services Program Coordinator
YWCA

Manchester, NH
Feb 2015 – Dec 2015

- Interviewed, hired and supervised direct service advocates and back up advocates
- Provided direct services to clients including court advocacy, hospital and police accompaniment
- Scheduled and maintained appropriate staff to serve our clients
- Facilitated a domestic violence support group
- Coordinated an art therapy project with clients which was featured on local television station
- Assisted in volunteer recruitment
- Facilitated volunteer support group and training opportunities
- Provided support and guidance to volunteers
- Coordinated crisis line coverage
- Produced and distributed monthly crisis line calendar and updates
- Established connections with local organizations through scheduling and facilitating meetings and presentations
- Provided support to clients at the Child Advocacy Center

On Call Advocate
YWCA

Manchester, NH
Sept 2014 – January 2015

- Provided support and resources to victims of domestic and sexual violence through the crisis line
- Responded to Hospital calls
- Supported the on-call volunteer

- Assessed potential shelter clients
- Responded to Lethality Assessment Procedures Calls
- Selected to co-facilitate a sexual assault support group
- Researched, developed and delivered a presentation on Child development to staff members
- Completed 30 hours of training under NH RSA 173: B in Crisis Support and Advocacy in Domestic and Sexual Violence

**Hearings Coordinator Assistant
Corporate Cost Control**

**Londonderry, NH
Oct 2010 – May 2012**

- Utilized customized benefits processing software package to process incoming information regarding hearings and court decisions
- Provided clients accurate, professional and high-level service in a fast paced multi-tasking environment
- Responsible for sorting and organizing all incoming unemployment claims
- Reviewed court judgments to determine proper courses of action and benefit pay-outs

**Court Appointed Special Advocate
CASA**

**Manchester, NH
Oct 2009-November 2014**

- Completed a 30-hour pre-service training program which included case studies reviews, procedural training on reporting and communicating as a CASA volunteer, and an introduction to the child protection system and court processes
- Responsible for developing a connection with the child, understanding his/her situation and advocating for the best interest of that child
- Provided the judge with written reports at each hearing which included an update on case progress and recommendations
- Engaged in three cases with long term commitments ranging from 6 months to 2 ½ years
- Monitored implementation of court orders
- Mentored new CASA volunteers during their first court appearances
- Completed 12 hours of in-service training annually in the following subjects: Understanding and Resolving Concerns when dealing with Child Sexual Abuse, Children and Youth Protocols, Permanency and TPR (Termination of Parental Rights) training

**Instructional Assistant
Londonderry School District**

**Londonderry, NH
Sep 2006-Jun 2009**

- Assisted the classroom teacher during all lesson types
- Lead the class in the absence of the teacher
- Worked with 3rd Grade students on building basic and advanced skills in the core subjects including math, reading and writing
- Assisted teacher with correcting and recording grades
- Responsible for understanding all technical equipment, from computers to overheads & speaker system
- Communicated with all levels of personnel to ensure that all students received the best education possible

**Volunteer
Londonderry School District**

**Londonderry, NH
Sep 1999-Sep 2010**

- Assisted and organized a variety of fundraisers for both of my children's schools
- Performed hearing and vision tests on middle school students and recorded results in electronic health files
- Room mother for 10 years-worked closely with teachers to coordinate classroom celebrations and assist with special projects

**Volunteer
Tea for The Troops**

**Londonderry, NH
May 2010-Current**

- Participate in fundraising committee
- Responsible for soliciting contributions through outreach to businesses in the community
- Organized and assisted with promotional events and raffle

EDUCATION

Granite State College
B.S. Behavioral Science

Manchester, NH
December 2005

Gateway Community College
A.A. Early Childhood Education

New Haven, CT
May 1990

Lidia Martinez

Skills & Qualifications

- Experienced working with a variety of clients/customers
- Reliable, organized, and efficient
- 15+ years' experience providing customer service
- Ethical, trustworthy, and courteous
- Fluent in Spanish and English and strong communication skills

Employment History

Visitation Supervisor

Merrimack County Visitation Center

8/2011-Present
Boscawen NH

- Responsible for supervising and monitoring visits and exchanges between children and their Non-custodial relative(s) while ensuring the safety of the children and families.
- Responsible for completing observation notes relative to visits and exchanges.
- Review court orders and clients files.
- Assist in collection of fees from clients of the center.
- Attend monthly staff meeting and trainings.

Human Resources/ Office Coordinator

Granite Bay Connections

9-2008 – 9/2010
Concord NH

- Implementation of new hire process that included driver and criminal background checks.
- Supervised front desk personnel to include training and evaluation.
- Conducted staff training and maintained training records.
- Acted as liaison to Department of Labor, Employment office, Anthem Health, Delta Dental, Simple IRA and company business department.
- Responsible for conducting internal audits of personnel records.
- Coordinated employees benefits.
- Collected staff time sheets, distributed pay checks as well as tracking payroll concerns.

CDS Senior Administrative Assistant

Gateways Community Services

3/2007 -9/2008
Nashua, NH

- Prepared and maintained participant log books.
- Copied and distributed check requests for approval.
- Input updates and maintained department databases.
- Assisted staff with written and verbal communication as needed.
- Verification of employee timesheets and ADP payroll report.
- Filed all documentation according to HIPAA rules and regulations.
- Coordinated and maintained department schedule.
- Worked directly with HR department during the new employee hiring process.
- Responsible for monthly mailings to participants and their families.
- Assisted with the continued development of policies and procedures manual.

Provider Relation Coordinator

Independence Care System (ICS)

11/2001- 7/2006
New York, NY

- Initiated provider's enrollment and credentialing process.
- Drafted and created new provider contracts.

- Conducted the Re-Credential Process for existing providers as required.
- Processed demographic and contractual changes in the system.
- Researched and resolved incorrect payment rejections and other issues with providers accounts.
- Supervised billing coordinators to assure accuracy in the reconciliation and payment process.
- Trained new billing coordinator staff.

Member Services Coordinator
Independence Care System (ICS)

11/1999 - 10/2001
New York, NY

- Coordinated clients services such as home care, medical supplies and transportation.
- Verified authorizations and assist with the claims reconciliation process.
- Monitored team documentation, prescriptions due dates and doctor's approvals.
- Served as a liaison between social workers, Nurses and doctor's offices.
- Participate in team meetings and ICS improvement activities.

Emergency Room Coordinator
Bronx Lebanon Hospital

06/1998- 11/1999
Bronx, NY

- Responsible for setting up appointments for patients after discharge.
- Verified patient insurance eligibility for specialty services.
- Liaison between insurance company and hospital to include setting up payment plans for patients.
- Confirmed appointments with patients and the doctor's office.
- Liaison for Emergency Room Manager, Doctors, Nurses and Hospital Clinics.
- Responsible to report to ER Manager and coordinators at the end of the shift.

Education:

- MedCerts. Medical Front Office Administration and Billing Specialist, May 2015.
- Batterer's Intervention Program, David Garbaez, MA, CCFC, Concord, NH, August, 2012.
- Eighteenth Statewide Conference on Domestic and Sexual Violence and Stalking, Manchester, June 2012.
- Lethality Assessment Program, Concord NH May 2012.
- Co Occurrence of Domestic Violence and Child Abuse, NH Domestic Violence Coalition And Sexual Violence, NH, March 2012.
- Nineteen Annual Conference on Child Abuse and Neglect September 2011.
- Domestic Violence & Legislative Policy, NH Coalition against Domestic Violence and Child Abuse, Concord NH. October, 2011
- Child Protection, DCYF, Concord NH, December 2011
- Business Writing, Baruch College, NYC, 2001.
- Bachelor Degree in Law, Santiago University of Technology (UTESA), Santo Domingo, Dominican Republic, 1992.

Certifications:

- CPR and First Aid Certification, NH, 2014
- Notary Public, NH, 2015
- Medical Interpreter Certificate, Cross Cultural Communication Systems, NH, 2007
- Homecare Supervision Certificate, Lehman College, NYC, 2001

Amy M. Pettengill, M.S.W LADC

Education:

Licensed Drug Alcohol Counselor (LADC)
New Hampshire License # 0957 – Expiration: 6/30/19

University of New Hampshire
Durham, NH
-Master of Social Work

College of New Rochelle
New Rochelle, NY
- Bachelor of Social Work
- Minor in Sociology

Work Experience:

Director of Crisis Services

YWCA NH, Manchester, NH (July 2015- Present)

- Supervise all Staff, Interns, Volunteers, and Americorp members
- Ensure that effective services are being provided to over 5,000 clients annually
- Manage the Emergency Domestic Violence Shelter
- Participate in regularly scheduled community meetings such as the Domestic Violence Council and the Sexual Assault Response Team
- Provide Case Management and Drug and Alcohol Counseling
- Facilitate regular staff meetings and trainings

Program Coordinator of the Supervised Visitation and Child Exchange Center

YWCA NH, Manchester, NH (November 2013- July 2015)

- Conducted intake assessments to determine program eligibility
- Provided program staff supervision
- Monitored supervised visits and exchanges
- Maintained family files
- Provided monthly and annual statistics of families using the center

Supervisor

TCA Crossroads, Haverhill, MA (January 2012 – March 2013)

- Provided weekly staff supervision
- Ensured the safety and well-being of 9 teenaged boys

- Conducted weekly primary sessions with residents
- Facilitated a variety of therapeutic groups

Case Worker

Child and Family Services, Concord, NH (June 2011 - December 2012)

- Coordinated therapeutic treatment for youth on probation
- Facilitated weekly independent living groups
- Provided weekly 1:1 counseling to youth
- Wrote treatment plans and monthly reports

Substance Abuse Counselor

Farnum Center, Manchester, NH (January 2009 – June 2011)

- Provided regular counseling to substance abusing adults
- Facilitated weekly family education groups
- Completed multiple assessments on clients
- Made community referrals with discharge planning

1:1 Counselor

Dare Family Services, Newburyport, MA (May 2008 - June 2010)

- Taught and monitored parenting skills to pregnant and parenting teens
- Provided weekly individual counseling
- Communicated and collaborated with all treatment professionals involved with the client
- Transported and attended medical appointments with residents

MSW Intern

NH State Prison for Women, Goffstown, NH (May 2007 - May 2008)

- Facilitated weekly substance abuse, victim impact, and eating disorder groups
- Assisted inmates with after care planning
- Attended regular court and parole hearings
- Participated in weekly LICSW and LADC supervision

Case Manager

Community Partners, Rochester, NH (May 2006 - May 2008)

- Provided in home mental illness management to children aged 4-18
- Assisted families with developing goals and a treatment plan
- Facilitated State of NH Child Impact Seminar

Case Manager

Our House for Girls, Dover, NH (May 2004 - May 2006)


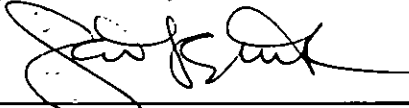

- Assisted with the creation of resident treatment plans
- Facilitated quarterly case planning meetings
- Met weekly with individual clients to discuss progress and goals
- Monitored residents during daily activities

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Belknap County		1.4. Subrecipient Address 64 Court St. Laconia, NH 03246	
1.5 Subrecipient Phone # 603-527-5440	1.6. Account Number 5017-072-500574	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 30,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 Debra Shackett County Administrator	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Belknap on 11/2/18 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace Jamie L. Ellsworth, Notary Public My Commission Expires October 21, 2020			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 12/21/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

2.SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- 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. Belknap County as the Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under Services, Training, Officers, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$30,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials DS

Date 11/2/18

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

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3a. The Subrecipient shall be awarded an amount not to exceed \$30,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials DS

Date 11/2/18

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VAWA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subrecipient"), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

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7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

16. The recipient and any subrecipient ("subgrantee") at any tier must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to the nondiscrimination on the basis of sex in certain "education programs.

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968. 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW's implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

21. In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C § 12291 (a)) when such collaboration and Provision of information is consistent with the activities otherwise authorized under the grant program.

Federal law generally prohibits federal funds awarded by OVW being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modify any such award. See 31 U.S.C. § 1352. Certain expectation to this law will apply, including an expectation that applies to Indian tribes and tribal organizations.

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

"This project was supported by subgrant No. _____ awarded by the state administrating office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Any subrecipient, at any tier, must comply with this condition.

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26. The subrecipient ("subgrantees") at any tier agrees to comply with the provisions of 34 U.S.C. § 12291 (b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

27. The subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization ("except churches") doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy or persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

38. The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment of federal grants, recoupment of money provided under an award, and civil and/or criminal penalties.

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

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agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

40. No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under the award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance to law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. 2If the NHDOJ and or the USDOJ learns or is notified that the subrecipient ("subgrantees") at any tier, including recipients of "subawards" and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

42. Subrecipient at any tier must comply with, and is subject to, all applicable provisions of **41 U.S.C. 4712**, including all applicable provisions that prohibit, under the specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, and abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under **41 U.S.C. 4712**.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

VAWA PROGRAM GUIDELINES AND CONDITIONS

restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

46. In pursuant to 2 C.F.R. 200.315 (b), the State of New Hampshire may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in the whole or in part (including in the creation of derivative works), any work developed by a subrecipient (“subgrantee”) of this award, for federal purposes, and to authorize others to do so.

A recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the NHDOJ, and must comply with all conditions specified by the program manager in connections with that approval, before 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

47. The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

48. The recipient and subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as “SAM”), to the designated federal integrity and performance system (Currently, “FAPIS”).

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

50. The subrecipient understands and agrees that the DOJ awarding agency (OJP, OVW, and or NHDOJ as appropriate) may withhold award funds, or may impose other related requirements, if the subrecipient does not satisfactorily and promptly address outstanding issues from the audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connections with audits, investigations, or reviews of DOJ awards.

51. The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP, OVW, and or NHDOJ as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

52. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relates to the conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

Any provision of the requirement of this award is held to be invalid or enforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum affect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provisions shall be deemed severable from this award.

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Debra Shackett County Administrator
Name and Title of Authorized Representative

Debra Shackett 11/2/18
Signature Date

Belknap County, 34 County Dr., Laconia, NH 03246
Name and Address of Agency

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.


Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The Belknap County (Applicant) certifies that any funds awarded through **grant number** 2019W012 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The Belknap County (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Debra Shackett, County Administrator

Signature: 

Date: 1/2/18

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action, against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Debra Shackett, County Administrator

Name and Title of Head of Agency

Debra Shackett

Signature

11/2/18

Date

Belknap County, 34 County Drive, Laconia NH 03246

Name and Address of Agency

EEOP Reporting

I, Debra Shackett [responsible official], certify that

Belknap County [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on 5/1/18 [Date]

And that Debra Shackett [responsible official] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 11/2/18 [date]

I further certify that: Belknap County [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: Debra Shackett

Date: 11/2/18



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

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- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

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(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

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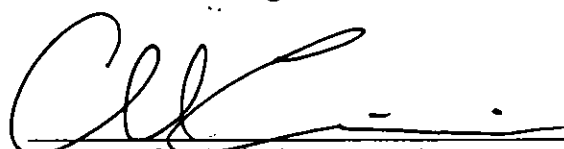
(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Andrew B. Livernois Belknap County Attorney
Typed Name of Authorized Representative Title

Telephone Number 603-527-5440

 11-9-18
Signature of Authorized Representative Date Signed

Belknap County
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

CERTIFICATE OF AUTHORITY

I, David DeVoy, Chairman of the Belknap County Board of Commissioners do hereby certify that:

- (1) the Board of Commissioners voted to enter into a grant agreement with the New Hampshire Department of Justice on 10/18/2018;
- (2) The Board of Commissioners further authorizes the County Administrator 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:

Debra Shackett, County Administrator

- 5) Debra Shackett is authorized to sign the grant contract dated 11/2/18

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman this 11th day of December, 2018.

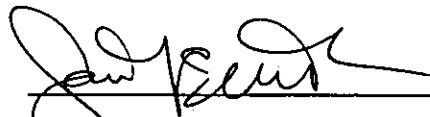


David DeVoy, Chairman

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

On this the 11th day of December, 2018, before me Jamie Ellsworth, the undersigned officer, personally appeared David DeVoy, who acknowledged their self to be the Chairman for the Belknap County Board of Commissioners, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.


Justice of the Peace/Notary Public

Jamie L. Ellsworth, Notary Public
My Commission Expires October 21, 2020



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Belknap County 34 County Drive Laconia, NH 03246	Member Number: 607	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply; If Not
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2019	1/1/2020	Each Occurrence \$ 5,000,000
			General Aggregate \$ 5,000,000
			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> Statutory
			Each Accident \$2,000,000
			Disease - Each Employee \$2,000,000
			Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

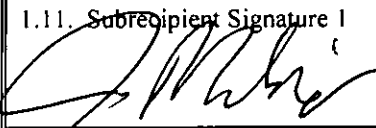
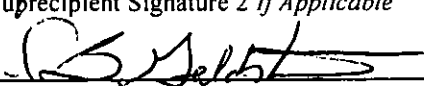
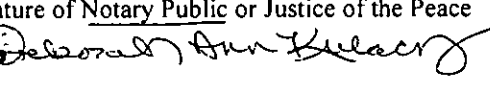
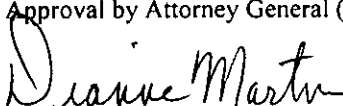
CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 2/19/2019 tdenver@nhprimex.org
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:

GENERAL PROVISIONS

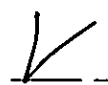
1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Franklin Police Department		1.4. Subrecipient Address 316 Central St. Franklin, NH 03235	
1.5 Subrecipient Phone # 603-934-2535	1.6. Account Number 5017-072-500574	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 30,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 JODIE MILNER CITY MANAGER	
Subrecipient Signature 2 If Applicable 		Name & Title of Subrecipient Signor 2 If Applicable DAVID B. GOODSTEIN, POLICE CHIEF	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack on 11/07/2018 , 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.			
Official Seal: Signature of Notary Public or Justice of the Peace Deborah Ann Kulacz Notary Public, New Hampshire My Commission Expires June 06, 2023 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Deborah Ann Kulacz, Notary Public			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 12/5/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. **INSURANCE AND BOND.**
 - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



11/7/18

EXHIBIT A

-SCOPE OF SERVICES-

1. Franklin Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under Services, Training, Officers, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

Subrecipient Initials _____

Date _____

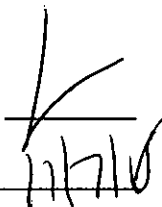

Handwritten signature and date: 11/17/10

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$30,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials

Date

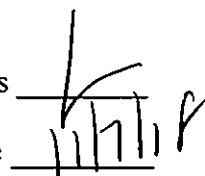
Handwritten signature and date. The signature is written over a horizontal line, and the date '11/11/18' is written below it.

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VAWA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials
Date

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as “subrecipient”), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program’s purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

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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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

16. The recipient and any subrecipient (“subgrantee”) at any tier must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to the nondiscrimination on the basis of sex in certain “education programs.

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968. 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

21. In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C § 12291 (a)) when such collaboration and Provision of information is consistent with the activities otherwise authorized under the grant program.

Federal law generally prohibits federal funds awarded by OVW being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modify any such award. See 31 U.S.C. § 1352. Certain expectation to this law will apply, including an expectation that applies to Indian tribes and tribal organizations.

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

"This project was supported by subgrant No. _____ awarded by the state administrating office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Any subrecipient, at any tier, must comply with this condition.

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26. The subrecipient (“subgrantees”) at any tier agrees to comply with the provisions of 34 U.S.C. § 12291 (b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

27. The subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization (“except churches”) doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State’s office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (“subgrantees”) at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

38. The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment of federal grants, recoupment of money provided under an award, and civil and/or criminal penalties.

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

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agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

40. No recipient or subrecipient (“subgrantee”) under this award, or entity that receives a procurement contract or subcontract with any funds under the award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance to law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. 2If the NHDOJ and or the USDOJ learns or is notified that the subrecipient (“subgrantees”) at any tier, including recipients of “subawards” and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

42. Subrecipient at any tier must comply with, and is subject to, all applicable provisions of **41 U.S.C. 4712**, including all applicable provisions that prohibit, under the specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, and abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under **41 U.S.C. 4712**.

Should a question arise as to the applicability of the provisions of 41 US.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient (“subgrantee”) at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

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restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

46. In pursuant to 2 C.F.R. 200.315 (b), the State of New Hampshire may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in the whole of in part (including in the creation of derivative works), any work developed by a subrecipient (“subgrantee”) of this award, for federal purposes, and to authorize others to do so.

A recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the NHDOJ, and must comply with all conditions specified by the program manager in connections with that approval, before 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

47. The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

48. The recipient and subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as “SAM”), to the designated federal integrity and performance system (Currently, “FAPIIS”).

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

50. The subrecipient understands and agrees that the DOJ awarding agency (OJP, OVW, and or NHDOJ as appropriate) may withhold award funds, or may impose other related requirements, if the subrecipient does not satisfactorily and promptly address outstanding issues from the audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connections with audits, investigations, or reviews of DOJ awards.

51. The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP, OVW, and or NHDOJ as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

52. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relates to the conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

Any provision of the requirement of this award is held to be invalid or enforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum affect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provisions shall be deemed severable from this award.

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

JUDIE MILNER CITY MANAGER

Name and Title of Authorized Representative


Signature

11/7/18
Date

CITY OF FRANKLIN POLICE DEPT 5 HANCOCK TERRACE, FRANKLIN, NH,
03235
Name and Address of Agency



**Acknowledgement of Notice of Statutory Requirement to Comply with the
Confidentiality and Privacy Provisions of the Violence Against Women Act, as
Amended**

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

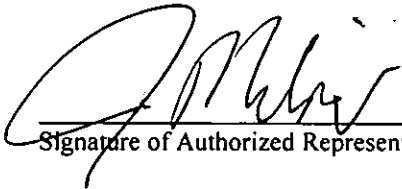
As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Judie Milner, City Manager

Typed Name of Authorized Representative

Title

Telephone Number 603-934-3900



Signature of Authorized Representative

11/7/18

Date Signed

City of Franklin New Hampshire

Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The City of Franklin New Hampshire (Applicant) certifies that any funds awarded through **grant number** _____ shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The City of Franklin New Hampshire (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Judie Milner, City Manager

Signature: _____



Date: 11/7/18

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs,
ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

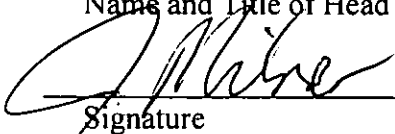
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

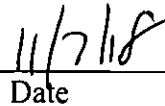
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Judie Milner, City Manager

Name and Title of Head of Agency


Signature


Date

City of Franklin New Hampshire

~~CITY OF FRANKLIN POLICE DEPT 5 HANCOCK TERRACE, FRANKLIN, NH, 0335~~
Name and Address of Agency

CERTIFICATE OF AUTHORITY

I, Judie Milner, City Manager of the City of Franklin New Hampshire do hereby certify that:

- (1) the City Council voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The City Council further authorizes the City Manager 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:

Judie Milner, City Manager

FY19 Budget Process

IN WITNESS WHEREOF, I have hereunto set my hand as the City Manager this 7th day of November, 2018.

J. Milner 11/7/18

Judie Milner, City Manager

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 7th day of November 2018, before me Deborah Ann Kutacz, the undersigned officer, personally appeared Judie Milner, City Manager, who acknowledged their self to be the City Manager for the City of Franklin, NH, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.

Deborah Ann Kutacz

Justice of the Peace/Notary Public
Commission Expiration Date: 06-06-2023

Official Seal
Deborah Ann Kutacz
Notary Public - New Hampshire
My Commission Expires
June 06, 2023



FRANKLI-02

MSNELL

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 07/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Mary Ellen Snell, CIC PHONE (A/C, No, Ext): (603) 715-9754 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS: msnell@davistowle.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Insurance	
NAIC # 19046	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

 City of Franklin
 316 Central St.
 Franklin, NH 03235
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP31M3545317PA	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			H81107F133872COF17	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP91M3658917PB	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 NH Department of Justice
 33 Capitol Street
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: City of Franklin 316 Central Street Franklin, NH 03235	Member Number: 175	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 11/8/2018 tdenver@nhprimex.org
NH Department of Justice 33 Capitol St Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE OF AUTHORITY

I, Anthony Giunta, Mayor of the City of Franklin, New Hampshire do hereby certify that:

- (1) the City Council voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The City Council further authorizes Judie Milner, City Manager and David Goldstein, Police Chief to execute any documents which may be necessary for this contract, dated November 7, 2018;
- (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:

Anthony Giunta, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand as the Mayor this 6th day of December 2018.

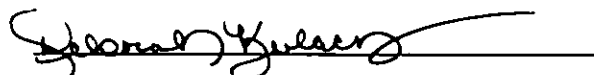


Anthony Giunta, Mayor

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

On this the 6th day of December 2018, before me Deborah Kutacz, the undersigned officer, personally appeared Anthony Giunta, Mayor, who acknowledged their self to be the Mayor for the City of Franklin, New Hampshire, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.



Justice of the Peace / Notary Public

Commission Expiration Date: 06-06-2023




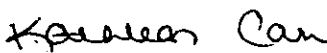
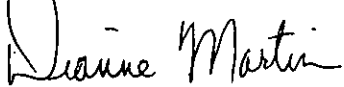
Official Seal
Deborah Ann Kutacz
Notary Public - New Hampshire
My Commission Expires
June 06, 2023

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Plaistow Police Department		1.4. Subrecipient Address 27 Elm St. Plaistow, NH 03865	
1.5 Subrecipient Phone # 603-382-1200	1.6. Account Number 5017-072-500574	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 30,000
1.9. Grant Officer for State Agency Kathleen B Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 MARK A. PEARSON TOWN MANAGER	
Subrecipient Signature 2 If Applicable 		Name & Title of Subrecipient Signor 2 If Applicable KATHLEEN A. JONES, CHIEF	
1.13. Acknowledgment: State of New Hampshire, County of <u>Rockingham</u> on <u>11/14/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Sarah E Gibbs Justice of the Peace - New Hampshire My Commission Expires: 07-19-2022			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 12/15/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
 - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. **PERSONNEL.**
 - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
 - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

MAR JOS
11/14/18

personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

MAR FOS
11/14/18

EXHIBIT A

-SCOPE OF SERVICES-

1. The Plaistow Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$30,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials MM

Date 11/14/18

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VAWA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials MAP

Date 11/24/18

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as “subrecipient”), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program’s purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

16. The recipient and any subrecipient (“subgrantee”) at any tier must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to the nondiscrimination on the basis of sex in certain “education programs.

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

21. In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C § 12291 (a)) when such collaboration and Provision of information is consistent with the activities otherwise authorized under the grant program.

Federal law generally prohibits federal funds awarded by OVW being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modify any such award. See 31 U.S.C. § 1352. Certain expectation to this law will apply, including an expectation that applies to Indian tribes and tribal organizations.

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

"This project was supported by subgrant No. _____ awarded by the state administrating office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Any subrecipient, at any tier, must comply with this condition.

VAWA PROGRAM GUIDELINES AND CONDITIONS

26. The subrecipient ("subgrantees") at any tier agrees to comply with the provisions of 34 U.S.C. § 12291 (b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

27. The subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization ("except churches") doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

38. The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment of federal grants, recoupment of money provided under an award, and civil and/or criminal penalties.

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

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agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

40. No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under the award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance to law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. If the NHDOJ and or the USDOJ learns or is notified that the subrecipient ("subgrantees") at any tier, including recipients of "subawards" and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

42. Subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under the specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, and abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

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restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

46. In pursuant to 2 C.F.R. 200.315 (b), the State of New Hampshire may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in the whole of in part (including in the creation of derivative works), any work developed by a subrecipient (“subgrantee”) of this award, for federal purposes, and to authorize others to do so.

A recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the NHDOJ, and must comply with all conditions specified by the program manager in connections with that approval, before 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

47. The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

48. The recipient and subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as “SAM”), to the designated federal integrity and performance system (Currently, “FAPIS”).

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

50. The subrecipient understands and agrees that the DOJ awarding agency (OJP, OVW, and or NHDOJ as appropriate) may withhold award funds, or may impose other related requirements, if the subrecipient does not satisfactorily and promptly address outstanding issues from the audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connections with audits, investigations, or reviews of DOJ awards.

51. The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP, OVW, and or NHDOJ as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

52. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relates to the conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

Any provision of the requirement of this award is held to be invalid or enforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum affect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provisions shall be deemed severable from this award.

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Kathleen A. Jones, Chief of Police
Name and Title of Authorized Representative

Kathleen A. Jones
Signature

11/14/18
Date

PLAISTOW POLICE DEPT. 27 ELA ST. PLAISTOW, NH 03865
Name and Address of Agency



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Kathleen A. Jones; Chief of Police
Typed Name of Authorized Representative Title

Telephone Number 603-382-1200

Kathleen A. Jones
Signature of Authorized Representative Date Signed 11-06-2018

Plaistow Police Department
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The **Town of Plaistow Police Department** certifies that any funds awarded through grant number _____ shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The **Town of Plaistow Police Department** understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupmment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: KATHLEEN A. JONES

Signature: Kathleen A. Jones

Date: 11/08/18

EEOP Reporting

I, Kathleen A. Jones [responsible official], certify that
Town of Plaistow Police Dept. [recipient] has completed the EEO reporting tool certification
form at: https://ojp.gov/about/ocr/faq_eop.htm on 11/05/2018 [Date]

And that Kathleen A. Jones [responsible official] has completed the EEOP
training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 04/24/2018 [date]

I further certify that: the Town of Plaistow Police Dept. [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature: Kathleen A. Jones

Date: 11/14/18

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Kathleen A. Jones, Chief of Police

Name and Title of Head of Agency

Kathleen A. Jones

Signature

11-06-2018

Date

Plaistow Police Dept., 27 Elm St., Plaistow, NH 03875

Name and Address of Agency

CERTIFICATE OF AUTHORITY

I, Mark A. Pearson, Town Manager of the Town of Plaistow do hereby certify that:

- (1) The Town of Plaistow Board of Selectmen voted to accept funds and enter into a Grant Agreement with the New Hampshire Department of Justice;
- (2) The Town of Plaistow Board of Selectmen further authorizes the Town Manager 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:

Town of Plaistow Board of Selectmen:

Julian Kiszka, Chairman
 Peter Bracci, Vice-Chairman
 John Sherman
 Steve Ranlett
 Francine Hart

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Manager this 14th day of November, 2018.



Mark A. Pearson,
Town Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKIINGHAM

On this the 14 day of November 2018, before me Susan Westin, the undersigned officer, personally appeared Mark A. Pearson, who acknowledged their self to be the Town Manager for the Town of Plaistow, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.



Justice of the Peace/Notary Public
Commission Expiration

Date: 8/22/23



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Plaistow 145 Main Street Plaistow, NH 03865	Member Number: 728	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	1/1/2018	1/1/2019	Each Occurrence	\$5,000,000
	Professional Liability (describe)	1/1/2019	1/1/2020	General Aggregate	\$5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2018 1/1/2019	1/1/2019 1/1/2020	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Dower</i>
NH Department of Justice 33 Capitol St Concord, NH 03301			Date: 11/6/2018 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE OF AUTHORITY


I, Chairman Julian Kiszka of the Town of Plaistow Board of Selectmen do hereby certify that:

- (1) The Town of Plaistow Board of Selectmen voted to accept funds and enter into a Grant Agreement with the New Hampshire Department of Justice;
- (2) The Town of Plaistow Board of Selectmen further authorizes the Town Manager Mark A. Pearson and the Town of Plaistow Police Chief Kathleen A. Jones to execute any documents which may be necessary for this contract;
- (3) The Town of Plaistow Board of Selectmen further gives authorization for the Town Manager Mark A. Pearson and the Town of Plaistow Police Chief Kathleen A. Jones to sign the Grant Agreement with the New Hampshire Department of Justice dated November 14, 2018.
- (4) 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
- (5) The following now occupies the office indicated above:

Town of Plaistow Board of Selectmen:

Julian Kiszka, Chairman
Peter Bracci, Vice-Chairman
John Sherman
Steve Ranlett
Francine Hart

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Town of Plaistow Board of Selectmen this 6 day of December 2018.




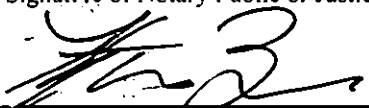
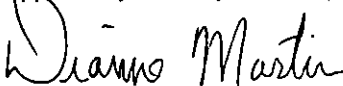
Julian Kiszka,
Chairman of the Board of Selectmen

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name NHBA Pro Bono Referral Program		1.4. Subrecipient Address 2 Pillsbury Street, Suite 300, Concord, NH 03301	
1.5 Subrecipient Phone # 603-715-3230	1.6. Account Number 5017-072-500575	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 40,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 Virginia Martin, Director	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack on 11/15/2018 before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)		Katherine G Zafirakis Notary Public New Hampshire	
1.13.2. Name & Title of Notary Public or Justice of the Peace Katherine G. Zafirakis, Notary		My Commission Expires 10-26-2021	
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 12/5/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1 / 1			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS
In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- 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 NHBA Pro Bono Referral Program as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in the form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials VM

Date 11/15/18

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VAWA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials VM

Date 11/15/18

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subrecipient"), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

16. The recipient and any subrecipient (“subgrantee”) at any tier must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to the nondiscrimination on the basis of sex in certain “education programs.

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

21. In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (“subgrantee”) at any tier, either directly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient (“subgrantee”) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C § 12291 (a)) when such collaboration and Provision of information is consistent with the activities otherwise authorized under the grant program.

Federal law generally prohibits federal funds awarded by OVW being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modify any such award. See 31 U.S.C. § 1352. Certain expectation to this law will apply, including an expectation that applies to Indian tribes and tribal organizations.

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging while Driving,” 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (“Subgrantees”) to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

"This project was supported by subgrant No. _____ awarded by the state administrating office for the Office on Violence Against Women, U.S. Department of Justice’s STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice.”

Any subrecipient, at any tier, must comply with this condition.

VAWA PROGRAM GUIDELINES AND CONDITIONS

26. The subrecipient (“subgrantees”) at any tier agrees to comply with the provisions of 34 U.S.C. § 12291 (b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

27. The subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization (“except churches”) doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State’s office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (“subgrantees”) at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy or persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

38. The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment of federal grants, recoupment of money provided under an award, and civil and/or criminal penalties.

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

VAWA PROGRAM GUIDELINES AND CONDITIONS

agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

40. No recipient or subrecipient (“subgrantee”) under this award, or entity that receives a procurement contract or subcontract with any funds under the award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance to law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. If the NHDOJ and or the USDOJ learns or is notified that the subrecipient (“subgrantees”) at any tier, including recipients of “subawards” and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

42. Subrecipient at any tier must comply with, and is subject to, all applicable provisions of **41 U.S.C. 4712**, including all applicable provisions that prohibit, under the specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, and abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under **41 U.S.C. 4712**.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient (“subgrantee”) at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

VAWA PROGRAM GUIDELINES AND CONDITIONS

restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

46. In pursuant to 2 C.F.R. 200.315 (b), the State of New Hampshire may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in the whole of in part (including in the creation of derivative works), any work developed by a subrecipient (“subgrantee”) of this award, for federal purposes, and to authorize others to do so.

A recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the NHDOJ, and must comply with all conditions specified by the program manager in connections with that approval, before 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

47. The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

48. The recipient and subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as “SAM”), to the designated federal integrity and performance system (Currently, “FAPIS”).

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

50. The subrecipient understands and agrees that the DOJ awarding agency (OJP, OVW, and or NHDOJ as appropriate) may withhold award funds, or may impose other related requirements, if the subrecipient does not satisfactorily and promptly address outstanding issues from the audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connections with audits, investigations, or reviews of DOJ awards.

51. The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP, OVW, and or NHDOJ as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

52. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relates to the conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

Any provision of the requirement of this award is held to be invalid or enforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum affect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provisions shall be deemed severable from this award.

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

(Virginia Martin)

Virginia Martin, Director
Name and Title of Authorized Representative

Virginia Martin 11/15/18
Signature Date

NH Pro Bono Referral Program, 2 Pillsbury St., Suite 300,
Name and Address of Agency Concord, NH 03301



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

V/m 11/15/18

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

Vm 11/15/18

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Virginia Martin Director
Typed Name of Authorized Representative Title

Telephone Number 603-715-3221

Virginia Martin 11/15/18
Signature of Authorized Representative Date Signed

NH Pro Bono Referral Program
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

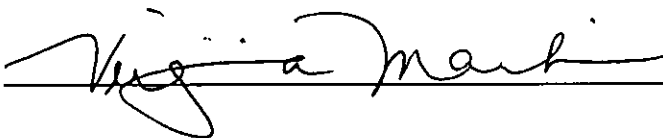
Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The NH Pro Bono Referral Program (Applicant) certifies that any funds awarded through **grant number 5017-072-500575** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The NH Pro Bono Referral Program (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Virginia Martin, Director

Signature: 

Date: 11/15/18

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>NH Pro Bono Referral Program (aka System)</u>	
Address: <u>2 Pillsbury St., Suite 300, Concord, NH 03301</u>	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DUNS Number: <u>150961865</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Virginia Martin</u>	
Telephone Number: <u>603-715-3221</u>	E-Mail Address: <u>gmartin@nhbar.org</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- Less than fifty employees. Indian Tribe Medical Institution.
 Nonprofit Organization. Educational Institution Receiving a single award(s) less than \$25,000.

I, Virginia Martin [responsible official], certify that the NH Pro Bono Referral Program [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that the NH Pro Bono Referral Program [recipient] will comply with applicable federal civil-rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D.

Virginia Martin, Director Virginia Marsh 11/15/18
Print or Type Name and Title Signature Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title Signature Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D.

Print or Type Name and Title Signature Date

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

Vm 11/15/18

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

Vm 11/15/11

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

vm 11/15/11

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

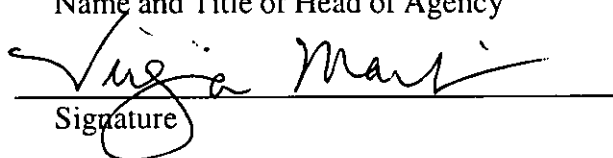
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

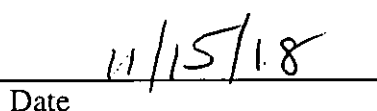
If you are unable to sign this certification, you must attach an explanation to this certification.

Virginia Martin, Pro Bono Director

Name and Title of Head of Agency



Signature



Date

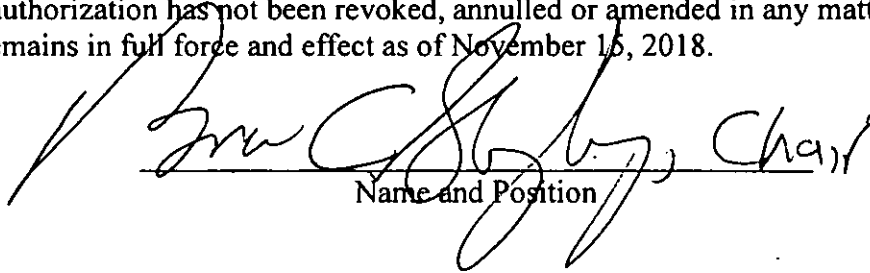
NH Pro Bono Referral Program

Name and Address of Agency

CERTIFICATE OF AUTHORITY

I, Brian Shaughnessy, Chair of the Pro Bono Governing Policy Board, do hereby certify that:

- (1) The NH Pro Bono Governing Policy Board voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice on November 15, 2018;
- (2) The NH Pro Bono Governing Policy Board further authorizes Pro Bono Director Virginia Martin to sign and execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any matter whatsoever, and remains in full force and effect as of November 16, 2018.


Name and Position

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

November 16, 2018

Virginia Martin
Executive Director
NH Pro Bono Referral System
2 Pillsbury Street, Suite 300
Concord, NH 03301-3502

Re: NH Pro Bono Referral System
Registration #1371

Dear Ms. Martin:

This will confirm that the above-referenced organization is registered with the New Hampshire Attorney General and is currently up-to-date in all its filing requirements. We received an extension request for the 5/31/2018 report, so that report is due to be filed on or before April 15, 2019.

Very truly yours,

A handwritten signature in black ink, appearing to read "TJ Donovan".

Thomas J. Donovan
Director of Charitable Trusts
(603) 271-3591
tom.donovan@doj.nh.gov

TJD:ab

<http://doj.nh.gov/charitable-trusts/>

Telephone 603-271-3658 • FAX 603-271-2110 • TDD Access: Relay NH 1-800-785-2964

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December 9, 2016

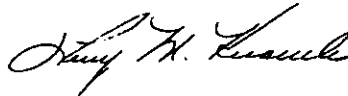
Virginia Martin
Executive Director
NH Pro Bono Referral System
2 Pillsbury Street, Suite 300
Concord, NH 03301-3502

Re: NH Pro Bono Referral System
Registration #1371

Dear Sir/Madam:

This will confirm that the above-referenced organization is registered with the New Hampshire Attorney General and is currently up-to-date in all its filing requirements. The next annual report is due to be filed on or before 4/15/2017 (extension).

Very truly yours,



Terry M. Knowles, Assistant Director
Charitable Trusts Unit
(603) 271-3591
terry.knowles@doj.nh.gov

TMK:ab

Internal Revenue Service

Department of the Treasury

35 Tillary St., Brooklyn, N.Y. 11201

District
Director

Date: JUN 20 1999

New Hampshire Pro Bono Referral System
18 Centre Street
Concord, NH 03301
Attn: Elizabeth Durkin

Person to Contact:
C. Jones
Contact Telephone Number:
(718)780-6681

RE: 02-0336884

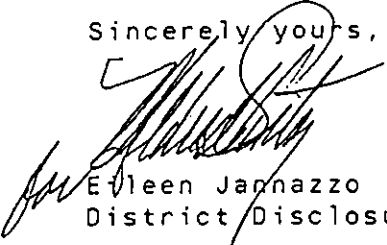
Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of New Hampshire Pro Bono Referral System

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code of 1954 or under a prior or subsequent Revenue Act remains in effect until exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,


Eileen Jannazzo
District Disclosure Officer

Name of Organization: New Hampshire Pro Bono Referral System

Date of Exemption Letter: June, 1978

Exemption granted pursuant to 1954 Code section 501(c)(3) or its predecessor Code section.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1)&170(b)(1)(A)(vi) of the Internal Revenue Code.

11/15/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER CROSS INSURANCE - LACONIA 155 Court Street Laconia NH 03246	CONTACT NAME: Annette Kowalczyk
	PHONE (AC, No, Ext): (603) 524-2425 FAX (AC, No): (603) 524-3668 E-MAIL ADDRESS: akowalczyk@crossagency.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Citizens Ins Co of America	31534
INSURER B: Hanover Ins Co.	22292
INSURER C: BCS Insurance Company	38245
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1881359726 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBVA641813	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			OBVA641813	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			OBVA641813	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WBVA641793	6/1/2018	6/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	CYBER LIABILITY			RP8-P-0492723M	6/1/2018	6/1/2019	EACH CLAIM \$ 1,000,000 AGGREGATE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER The State of New Hampshire Department of Justice Attorney General 33 Capitol Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Annette Kowalczyk/AK5 

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Job Description

Job Title: Domestic Violence Projects Coordinator
Reports To: Associate Executive Director for Legal Services
Department: Legal Services Department
FLSA Status: Full-time, Exempt

Summary: Manages the day-to-day operations of the DOVE Project and related Pro Bono domestic violence projects and initiatives. Represents DOVE and the Pro Bono Program within the domestic violence and legal services networks..

Essential Duties and Responsibilities include the following.

1. Attorney recruitment/panel maintenance
2. Attorney coordination and support
3. Develop and coordinate attorney DV training
4. Develop and coordinate law student DV training
5. Assist with project development and implementation
6. Project coordination with other providers (i.e. courts, law enforcement and social service providers)
7. Crisis center – collaboration and technical assistance to advocates for DV Project coordination.
8. Crisis Center; Develop and coordinate Advocate training to enhance partnerships with volunteer lawyers.
9. Project coordination and collaboration with other legal services programs
10. Attend council meetings with SV agency stakeholders, attend DV related conferences for enhanced DV-related education
11. Client intake and case development/follow-up
12. Case review
13. Case management
14. Attorney referrals and support
15. Process referrals
16. Assist with grant applications, reporting and compliance
17. Trace DOVE and other DV project statistics
18. Recruit and supervise DV project interns
19. Develop DV public outreach brochures and materials
20. Pro Bono Program Case referral and support as needed
21. Assist with coordinating and staffing of referral marathons
22. Field complaints and elevate to Director when needed
23. Provide support to the Director
24. Assist with volunteer attorney acknowledgments/recognition
25. Assist with fundraising activities
26. Attend NHBA meetings when appropriate

Other duties may be assigned and include:

1. Coverage of reception desk phones when needed
2. Assist with NHBA related tasks when needed
3. Copying, scanning, faxing, use of postage meter

Operates standard office equipment efficiently to include:

- multi-line telephone
- scanner
- computer with printer
- photocopier machine
- facsimile machine
- calculator

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Language Ability:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Math Ability:

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer Skills:

To perform this job successfully, an individual should have knowledge of Outlook, Excel, database software; association management software; and Microsoft Office.

Education/Experience:

BS/BA Degree preferred, Paralegal Degree/Certificate or equivalent experience. 4-6 years experience. Domestic violence awareness and prevention education. Knowledge of NH Domestic Violence statutes and case law.

Equipment:

Valid driver's license and access to an automobile

Knowledge, Skills and Other Abilities:

- High level of multi-tasking ability
- Ability to prioritize
- Flexibility in time, attitude, outlook and with dealing with volunteers
- Customer and member service motivation
- High level of good judgment
- High level of diplomacy and sensitivity when dealing with aggressive members and public
- Ability to cope under stressful conditions
- Ability to boil down information to communicate essentials quickly and effectively
- Microsoft Office package use ability

- Appreciation for value of lawyers and legal system
- Commitment to quality

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands; reach with hands and arms and talk or hear. The employee is occasionally required to stand and lift or move up to 15 pounds.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

**New Hampshire Bar Association
Job Description**

Job Title: Associate Executive Director for Legal Services

Division: Legal Services

Reports To: Director

FLSA Status: Exempt

Summary: Manages and leads the New Hampshire Bar Association's Legal Services Department including the Lawyer Referral Service, reduced-fee program and the Pro Bono referral program and all related projects. Represents the interests of the Pro Bono program and its volunteer lawyer model within the legal services network by performing the following duties.

Duties and Responsibilities include the following. Other duties may be assigned.

1. Responsible for coaching, guiding and directing the staff of Pro Bono.*
2. Responsible for reviewing and editing work products of the Pro Bono referral program.*
3. Evaluates and provides feedback to the Pro Bono staff.*
4. Responsible as needed for recruiting and hiring staff of Pro Bono.*
5. Supervises Coordinator of Lawyer Referral Service staff.*
6. Evaluates and provides feedback to all lawyer referral staff.*
7. Responsible for funding development and management.*
8. Performs grant and report writing.*
9. Responsible for grant oversight and compliance.*
10. Responsible for grant and fundraising research and development.*
11. Handles presentations and responses to requests.*
12. Responsible for golf tournament.*
13. Handles fundraising campaign.*
14. Acts as administrator of Pro Bono.*

15. Oversees delivery mechanisms including intake, case acceptance, referrals, clinics and case management.*
16. Responsible for interpreting and applying policies.*
17. Handles client grievances.*
18. Oversees attorney involvement.*
19. Responsible for recruitment, recognition, developing supports and responding to inquiries and grievances.*
20. Responsible for Pro Bono project, program and policy development.*
21. Responsible for Pro Bono board development, staffing and partnership.*
22. Responsible for Pro Bono budgeting and financial management.*
23. Responds to Pro Bono public inquires.*
24. Responsible for Pro Bono outreach and public relations.*
25. Handles professional activities, resources and professional development.*
26. Acts as administer of Lawyer Referral Service.*
27. Performs statewide planning.*
28. Coordinates with other ED's and legal services providers.*
29. Represents Pro bono program with other agencies and entities.*
30. Acts as a liaison with courts and has access to justice commission member.*
31. Attends bar managers meetings, BOG and other bar meetings.*
32. Reviews, Verifies and Approves various internal forms including, but not limited to, timecards, monthly leave summaries, vendor invoices and vendor checks.
33. Handles requests by ED and other departments.*
34. Responsible for filing, copying, errands and scheduling.

Supervisory Responsibilities:

Manages one subordinate supervisor who supervises a total of two employees in the Pro Bono Referral and Lawyer Referral Service Departments. Is responsible for the overall direction, coordination, and evaluation of these units. Also directly supervises five employees (non-supervisory). Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Language Ability:

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

Math Ability:

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

Reasoning Ability:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer Skills:

To perform this job successfully, an individual should have knowledge of word processing software; spreadsheet software; association software; internet software; project management software; Microsoft Outlook and database software.

Education/Experience:

Bachelor's degree (B. A. / B. S.) from four-year college or university; or eight to ten years related experience and/or training; or equivalent combination of education and experience.

Specialized Training:

- 2-4 years experience in non-profit management
- 8-10 years experience in legal profession as attorney or paralegal
- 4-6 years experience in fund-raising

Certificates and Licenses:

Juris Doctorate (J. D.) or paralegal training

Equipment:

Automobile

Knowledge, Skills and Other Abilities:

- Sensitivity to poverty issues/circumstances of low-income people
- Superior volunteer management skills
- High level of customer service
- Excellent judgment
- Well-honed environmental scanning skills
- Creativity
- Ability to cope with and overcome stressful situations
- Ability to deal with difficult people effectively
- Ability to juggle multiple important tasks
- Superior problem-solving skills
- Ability to motivate in a team-oriented, collaborative environment
- Proven leadership ability
- Excellent written and oral communication skills
- High level of multi-tasking ability
- Ability to prioritize tasks for both self and staff
- Superior analytical, evaluative and problem-solving abilities
- Must have excellent member and customer motivation
- High level of proven good judgment and diplomacy
- Creative, flexible, entrepreneurial leader with a commitment for quality work
- Ability to remain poised and function professionally under stressful situations
- Exceptional service orientation with appreciation for the value of lawyers and the legal system
- Ability to boil down information to communicate essentials quickly and effectively
- Committed to quality

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands and talk or hear. The employee is occasionally required to stand; walk; reach with

hands and arms and stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 15 pounds.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions.

The noise level in the work environment is usually quiet.

Virginia A. Martin



Education:

A.M., Communications, Stanford University, Palo Alto, CA
B.A., History, University of New Hampshire, Durham, NH

Related Work Experience:

Associate Executive Director for Legal Services and NH Pro Bono Program Director, NH Bar Association, Concord, NH, 1996 to Present. Responsible for administration and coordination of the Bar Association's legal services programs - the Lawyer Referral Service (Full Fee and Modest Means Programs), Pro Bono and its special projects, including DOVE, the NH Low-Income Taxpayer and Criminal Record Annulment Projects. Major tasks include:

- Supervise personnel (nine staff)
- Develop and oversee program budgets
- Fund-raising, grant compliance and oversight
- Plan and administer program systems and volunteer opportunities, including recruitment and retention
- Program development
- Outreach and marketing
- Board relations and development
- Liaison with other legal service providers and the courts
- Coordinate/liaison to related Bar committees

Director of Communications, Staff and Resource Development, NHLA, Concord, NH, 1987 - 1996. Part of management team, assisting the Director in administration of the organization. Major tasks included:

- Development and management of staff orientation and training
- Press relations
- Community legal education
- Program development
- Fund-raising, grant writing and grant compliance

Director of Communications, NH Bar Association, Concord, NH, 1985 - 1987. Part of Bar Association management team, with the following major responsibilities:

- Chief writer and editor of *Law Weekly*
- Managing editor of *Bar Journal*
- Press relations

Paralegal/Advocate, NH Legal Assistance, Berlin, NH, 1978 - 1983.

Assigned to NHLA's Senior Citizens Law Project, major responsibilities included:

- Outreach and community legal education
- Advocacy and representation (under attorney supervision) of low-income elder citizens
- Liaison to local senior groups and organizations

Related Activities:

Past President, Executive Committee, National Organization of Pro Bono Professionals

Member, ABA committee on Pro Bono and Public Service, 2012 - 2016

Member, Federal Legal Services Corporation Pro Bono Taskforce, 2011 - 2012

Member, NH Access to Justice Commission, 2006 - present

Member, NH Supreme Court's Citizens Commission on the State Courts, 2005 - 2006

Author, "The Power of Pro Bono to Make a Difference," *NH Bar Journal*, and numerous articles for the *NH Bar News*

PAMELA G DODGE

PROFESSIONAL EXPERIENCE

- 1998 to present Pro Bono Program DOVE Project Concord, NH
DOVE Project Coordinator
- Attorney recruitment, and coordination
 - Development of CLE attorney training programs facilitated by experienced lawyers and allied professionals
 - Project coordination & collaboration with crisis centers
 - Development of crisis center training programs for crisis center advocates on access to civil legal services and their advocacy role in assisting clients
 - Referral process and case management
 - Coordination with other service providers
 - Assist in providing attorney support, including arranging interpreters and court reporters
 - Respond to membership/public/court requests
 - Communications and Public Relations

EDUCATION

- 1997 Franklin Pierce College Concord, NH
1-Year Certificate Program
- Paralegal Student of the Year
- 1975–1977 University of New Hampshire Concord, NH
Associate of Arts Retail Merchandising

PROFESSIONAL DEVELOPMENT

- June 2018*
SPARC – Left Hand, Meet Right Hand; Coordinating the Response in Staling Cases
Annual Training NH Attorney General's Task Force on Child Abuse and Neglect and NH Governor's Commission on Domestic & Sexual Violence
- Partnering for a Future Without Violence
- July 2016*
- Futures without Violence, Ninth National Institute on Fatherhood and Domestic Violence Boston MA
- March 2014*
- National Supervised Visitation Network Clearwater, FL

ADDITIONAL PROFESSIONAL ACTIVITIES

June 2018/ November 2018

- Participate in exchange programming with international visitors hosted by the World Affairs Council and sponsored with the International Visitor Leadership Program

March 2018 - May 2018

- Access and Visitation Legal Services Focus Group – Facilitated by CPR center for policy research

January 2015 - present

- Member of Greater Manchester Council Against Domestic & Sexual Violence

March 2010

- ABA Steering committee on best practices in delivery of services to pro se litigants seeking civil protection orders

March 2010 - present

- Development of DOVE Project training program with the Daniel Webster Scholar Program Director for participating students at UNH School of Law

February 2010 - 2012

- Service delivery and evaluation workgroup for the development of a Strafford County Family Justice Center

2009 - present

- Development of North Country Outreach Project to deliver “unbundled” legal services to pro se victims of domestic violence in restraining order cases in concert with Response, Starting Point, support Center at Burch House and Voices Against Violence Crisis Centers

2008 - 2010

- NH Legal services statewide planning committee

2003 - present

- Member of Domestic Violence Advisory Council

AWARDS AND RECOGNITION

2001

- Cited by the ABA as an effective national model for volunteer attorney involvement

2006

- Rape & Domestic Violence Crisis Center Purple Heart Award in recognition of efforts to eradicate sexual, domestic and stalking violence

2010

- Recipient of Pierce Law Class of 2010 class gift

2012

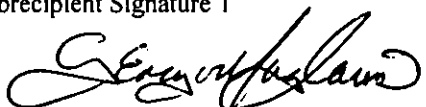
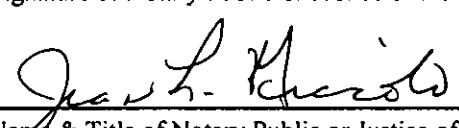
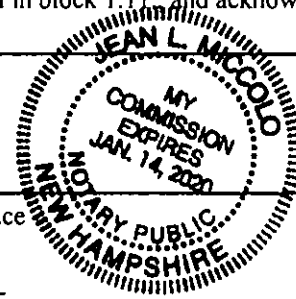
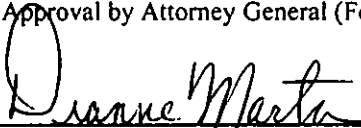
- Inducted in the NH Coalition Against Domestic & Sexual Violence Hall

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Strafford County Attorney's Office		1.4. Subrecipient Address 259 County Farm Rd. Suite 201, Dover, NH 03820	
1.5 Subrecipient Phone # 603-749-2808	1.6. Account Number 5017-072-500574	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 30,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 George Maglaras, Chairman	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of Strafford on 11/30/18 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11. and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Jean L. Miccolo, Notary Public			
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: 12/21/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

2.SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
 - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. 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.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



11-30-18

EXHIBIT A

-SCOPE OF SERVICES-

1. The Strafford County Attorney's Office as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

Subrecipient Initials 

Date 11-30-18

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$30,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials GO
Date 1/30/19

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VAWA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials 

Date 11-30-18

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C

State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as “subrecipient”), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program’s purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

16. The recipient and any subrecipient (“subgrantee”) at any tier must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to the nondiscrimination on the basis of sex in certain “education programs.

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968. 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

21. In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C § 12291 (a)) when such collaboration and Provision of information is consistent with the activities otherwise authorized under the grant program.

Federal law generally prohibits federal funds awarded by OVW being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modify any such award. See 31 U.S.C. § 1352. Certain expectation to this law will apply, including an expectation that applies to Indian tribes and tribal organizations.

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

"This project was supported by subgrant No. 2019W096 awarded by the state administrating office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Any subrecipient, at any tier, must comply with this condition.

VAWA PROGRAM GUIDELINES AND CONDITIONS

26. The subrecipient ("subgrantees") at any tier agrees to comply with the provisions of 34 U.S.C. § 12291 (b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

27. The subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization ("except churches") doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

38. The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment of federal grants, recoupment of money provided under an award, and civil and/or criminal penalties.

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

VAWA PROGRAM GUIDELINES AND CONDITIONS

agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

40. No recipient or subrecipient (“subgrantee”) under this award, or entity that receives a procurement contract or subcontract with any funds under the award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance to law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. 2If the NHDOJ and or the USDOJ learns or is notified that the subrecipient (“subgrantees”) at any tier, including recipients of “subawards” and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

42. Subrecipient at any tier must comply with, and is subject to, all applicable provisions of **41 U.S.C. 4712**, including all applicable provisions that prohibit, under the specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, and abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under **41 U.S.C. 4712**.

Should a question arise as to the applicability of the provisions of 41 US.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient (“subgrantee”) at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

VAWA PROGRAM GUIDELINES AND CONDITIONS

restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

46. In pursuant to 2 C.F.R. 200.315 (b), the State of New Hampshire may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in the whole of in part (including in the creation of derivative works), any work developed by a subrecipient (“subgrantee”) of this award, for federal purposes, and to authorize others to do so.

A recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the NHDOJ, and must comply with all conditions specified by the program manager in connections with that approval, before 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

47. The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

48. The recipient and subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as “SAM”), to the designated federal integrity and performance system (Currently, “FAPIS”).

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

50. The subrecipient understands and agrees that the DOJ awarding agency (OJP, OVW, and or NHDOJ as appropriate) may withhold award funds, or may impose other related requirements, if the subrecipient does not satisfactorily and promptly address outstanding issues from the audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connections with audits, investigations, or reviews of DOJ awards.

51. The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP, OVW, and or NHDOJ as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

52. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relates to the conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

Any provision of the requirement of this award is held to be invalid or enforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum affect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provisions shall be deemed severable from this award.

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

George Maglaras, Chairman
Name and Title of Authorized Representative

George Maglaras
Signature

11-30-18
Date

Stafford County
Name and Address of Agency

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

George Maglaras, Chairman

Name and Title of Head of Agency



Signature

11-6-18

Date

Stafford County 259 County Farm Rd.

Name and Address of Agency

Suite 204

Dover, NH 03820



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or

(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

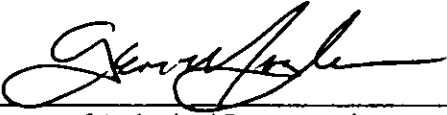
Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.



As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

George Maglaras Chairman
Typed Name of Authorized Representative Title

Telephone Number 603-742-1458

 11.6.18
Signature of Authorized Representative Date Signed

Strafford County
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.



CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>Strafford County Attorney's Office</u>	
Address: <u>259 County Farm Rd, Ste 201 Dover, NH 03301</u>	
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DUNS Number: <u>07-395-9439</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Diane A. Legere, Finance Director</u>	
Telephone Number: <u>603-516-7102</u>	E-Mail Address: <u>dlegere@ce.strafford.nh.us</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- Less than fifty employees. Indian Tribe Medical Institution.
 Nonprofit Organization Educational Institution Receiving a single award(s) less than \$25,000.

I, _____ [responsible

official], certify that

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

I further certify that

_____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that

[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],

_____ [address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, George Maglaras [responsible official], certify that Strafford County

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on 9/6/18 & 11/2/18 [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

George Maglaras, Chairman

Signature

Date

11-6-18

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.


Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The Stafford County (Applicant) certifies that any funds awarded through **grant number** _____ shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The Stafford County (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: George Maglaras, Chairman

Signature:  Date: 11-6-12

COMMISSIONERS
GEORGE MAGLARAS, *Chairman*
ROBERT J. WATSON, *Vice Chairman*
DEANNA S. ROLLO, *Clerk*

TREASURER
PAMELA J. ARNOLD

COUNTY ADMINISTRATOR
RAYMOND F. BOWER

STRAFFORD COUNTY COMMISSIONERS

WILLIAM A. GRIMES
Justice & Administration Building
259 County Farm Road, Suite 204
Dover, New Hampshire 03820
Telephone: (603)742-1458
Fax: (603) 743-4407



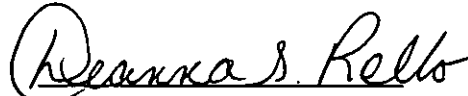
CERTIFICATE OF AUTHORITY

I, Deanna S. Rollo, Clerk of the Strafford County Board of Commissioners do hereby certify that:

- (1) the Strafford County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Strafford County Commissioners further authorizes the Chairman of the Board of Commissioners 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:

George Maglaras

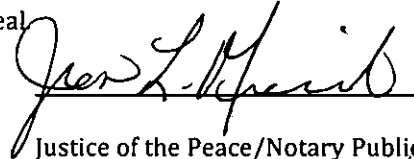
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk this 30th day of November 2018.


Deanna S. Rollo, Clerk

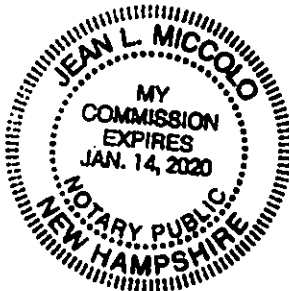
STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD


On this the 30th day of November 18 before me: Jean Miccolo the undersigned officer, personally appeared Deanna Rollo, who acknowledged their self to be the Clerk for the County being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal



Justice of the Peace/Notary Public
Commission Expiration Date: 1/14/20



11-30-18




CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of Information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Strafford County 259 County Farm Road Dover, NH 03820	Member Number: 605	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory; Limits May Apply	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	1/1/2018	1/1/2019	Each Occurrence	\$ 1,000,000
	Professional Liability (describe)	1/1/2019	1/1/2020	General Aggregate	\$ 2,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible Comp and Coll: \$1,000			Aggregate	
	<input type="checkbox"/> Any auto				
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: In regards to Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party		Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of NH - Department of Justice 33 Capitol St Concord, NH 03301					By: <i>Tammy Denver</i>
					Date: 11/2/2018 tdenver@nhprimex.org
					Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Strafford County 259 County Farm Road Dover, NH 03820	Member Number: 605	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2018 1/1/2019	1/1/2019 1/1/2020	<input checked="" type="checkbox"/> Statutory	
			Each Accident \$2,000,000	
			Disease - Each Employee \$2,000,000	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
NH Department of Justice 33 Capitol St Concord, NH 03301			Date: 11/2/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Primex³ Contract Review

Member Name: Strafford County

Title of Contract: Department of Justice Grant

Member Contact: Diane Legere

Date: November 2, 2018

Dear Diane,

Thank you very much for sending us your contract for review and feedback. By working together, we can hopefully improve the contract's alignment with coverage and minimize your assumption of liability. Our review, as your pooled coverage provider, is specifically focused on language that transfers liabilities through indemnification clauses, additional insured certificates and waivers of rights, such as our right to recoup loss payments on your behalf through subrogation. In addition to considering our feedback, we strongly recommend that you review the contract in its entirety with your legal counsel. We have included below language from our insuring document that explains the scope and limits of coverage available for your contractual promises to defend and indemnify third parties. Our recommendations provided on this form do not increase or decrease the coverage available for contractual liability.

Recommendations:

The indemnification clause in Paragraph 16 is limited to the restrictions below.

We appreciate your commitment to risk management, and hope this review is helpful to you. Please don't hesitate to call us if you have any questions or if we can be of further assistance.

Thank you,

Amy Poole

**Contractual Liability
(assumption of liability)**

**\$1,000,000 per written contract to assume liability of third party
\$1,000,000 aggregate for the policy period**

Under no circumstances shall there be coverage for your contractual obligations to defend, hold harmless or indemnify; i.e., assume liability, for: (1) architects, engineers or surveyors, or any of their business entities, employers, employees, contractors, subcontractors or agents; (2) your employees or officials; and (3) any person or entity with respect to any occurrences, incidents or events that transpired before you assumed the contractual liability to defend, indemnify or hold harmless such person or entity.

However, we will cover certain contractual assumptions of liability to defend, indemnify or hold harmless a third party subject to the following terms and conditions. Our coverage of a written contractual obligation of a Member or covered entity to assume liability for; i.e. defend, indemnify or hold harmless, a third party shall be (1) subject to and limited by all terms, conditions, exclusions and the specific Contractual Liability sublimit set forth in the Public Entity Coverage Documents and Declarations; (2) limited to bodily injury and property damage claims under Coverage A, Personal Injury Liability, and Coverage B, Property Damage Liability; and (3) not in addition to or stacked upon any coverage we have extended to the third party through an Additional Covered Party certificate under Amendment #3.

COMMISSIONERS
GEORGE MAGLARAS, *Chairman*
ROBERT J. WATSON, *Vice Chairman*
DEANNA S. ROLLO, *Clerk*

TREASURER
PAMELA J. ARNOLD

COUNTY ADMINISTRATOR
RAYMOND F. BOWER

STRAFFORD COUNTY COMMISSIONERS

WILLIAM A. GRIMES
Justice & Administration Building
259 County Farm Road, Suite 204
Dover, New Hampshire 03820
Telephone: (603)742-1458
Fax: (603) 743-4407



December 5, 2018

Travis Teeboom
Criminal Justice Program Specialist
Grants Management Unit
33 Capitol Street
Concord, NH 03301

Dear Mr. Teeboom:

Attached please find the signed 2019 VAWA Grant Contract and Certificate of Authority for Strafford County.

If you have any questions or require additional information, please feel free to contact me at (603)516-7102 or dlegere@co.strafford.nh.us.

Sincerely,

A handwritten signature in cursive script that reads "Diane A. Legere".

Diane A. Legere
Finance Director

Encl

COMMISSIONERS
GEORGE MAGLARAS, *Chairman*
ROBERT J. WATSON, *Vice Chairman*
DEANNA S. ROLLO, *Clerk*

TREASURER
PAMELA J. ARNOLD

COUNTY ADMINISTRATOR
RAYMOND F. BOWER

**STRAFFORD COUNTY
COMMISSIONERS**

WILLIAM A. GRIMES
Justice & Administration Building
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Telephone: (603)742-1458
Fax: (603) 743-4407



November 7, 2018

Travis Teeboom
Criminal Justice Program Specialist
Grants Management Unit
33 Capitol Street
Concord, NH 03301

Dear Mr. Teeboom:

Attached please find the signed 2019 VAWA Grant Contract for Strafford County.

If you have any questions or require additional information, please feel free to contact me at (603)516-7102 or dlegere@co.strafford.nh.us.

Sincerely,

A handwritten signature in black ink that reads 'Diane A. Legere'.

Diane A. Legere
Finance Director

Encl

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL



VAWA Subgrantee Contract Checklist

All grant recipients must submit a complete, notarized, Grant Agreement Form (P-37 Contract). The below documentation must accompany the Grant Agreement Form. Note: all pages that do not have a signature must be initialed and dated by person authorized by Certificate of Authority (item 4).

- 1. Exhibit A: Scope of Work ✓
- 2. Exhibit B: Method of Payment ✓
- 3. Exhibit C: Special Provisions ✓
- 4. Certificate of Authority- The purpose of the document is to ensure that the governing body of the organization provided sufficient authority to the signatories of the contract to make it binding (Samples available upon request) ✓
- 5. Certificate of Insurance ✓
- 6. Certificate of Workers Compensation Insurance ✓
- 7. NH Secretary of State Certificate of Good Standing, dated on or after April 1st of the year of the grant award. (Non-profits only) N/A
- 8. Proof of non-profit (if applicable) N/A
- 9. URL where financial statements are available online (if applicable) or copy of last financial audit completed. ✓

a. URL: _____

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
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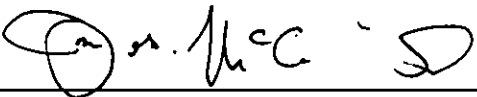

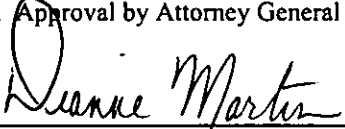
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- 10. Signed copy of the special conditions. ✓
 - 11. Signed non-supplanting certification ✓
 - 12. Signed Certification Form Regarding Debarment, Suspension, Ineligibility and Voluntary Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements ✓
 - 13. Certification form of Equal Employment Opportunity Plan. ✓
 - 14. Signed Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended ✓

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Office of the Coos County Attorney		1.4. Subrecipient Address 55 School St. Lancaster, NH 03584	
1.5 Subrecipient Phone # 603-788-5559	1.6. Account Number 5017-072-500574	1.7. Completion Date 12/31/2019	1.8. Grant Limitation \$ 10,000
1.9. Grant Officer for State Agency Kathleen B Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 John G. McCormick, Coos County Atty.	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Coos , on 12/14/18 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  SCOTT J. WHITAKER, Justice of the Peace My Commission Expires September 3, 2019 (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace Scott J. Whitaker, Esq.			
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: 1/14/19			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").


3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
 - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. **INSURANCE AND BOND.**
 - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

1. Office of the Coos County Attorney as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under the 2019 Services, Training, Officer, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov.

Subrecipient Initials 

Date 12/12/2018

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$10,000 of the total Grant Limitation from 1/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

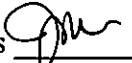
Subrecipient Initials gmu

Date 12/12/2018

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VAWA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials 

Date 12/12/2018

VAWA PROGRAM GUIDELINES AND CONDITIONS

Exhibit C State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as “subrecipient”), 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, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

1. The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together with Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and the three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program’s purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <http://www.justice.gov/ovw/conference-planning>.

5. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under the award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.justice.gov/ovw/grantees#resources>.

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

VAWA PROGRAM GUIDELINES AND CONDITIONS

7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and match funds will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less than 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subrecipient on the grounds of race, color, religion,

VAWA PROGRAM GUIDELINES AND CONDITIONS

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 <https://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

16. The recipient and any subrecipient (“subgrantee”) at any tier must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to the nondiscrimination on the basis of sex in certain “education programs.

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968. 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L. 113-114 and OVW’s implementation regulations at 28 CFR Part 90.

19. The subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov. (Executive Order: 13166)

VAWA PROGRAM GUIDELINES AND CONDITIONS

20. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the U.S. <https://www.uscis.gov/i-9>

21. In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C § 12291 (a)) when such collaboration and Provision of information is consistent with the activities otherwise authorized under the grant program.

Federal law generally prohibits federal funds awarded by OVW being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modify any such award. See 31 U.S.C. § 1352. Certain expectation to this law will apply, including an expectation that applies to Indian tribes and tribal organizations.

Should any questions arise as to whether a particular use of the federal funds by a subrecipient would or might fall within the scope of the these prohibitions, the subrecipient is to contact the OVW for guidance, and may not proceed without the express prior written approval of OVW.

22. 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.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

"This project was supported by subgrant No. _____ awarded by the state administrating office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Any subrecipient, at any tier, must comply with this condition.

VAWA PROGRAM GUIDELINES AND CONDITIONS

26. The subrecipient (“subgrantees”) at any tier agrees to comply with the provisions of 34 U.S.C. § 12291 (b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

27. The subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

28. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization (“except churches”) doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <http://doj.nh.gov/site-map/charities.htm>

33. The subrecipient acknowledges that 34 U.S.C. § 12291 (b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipients agree that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (“subgrantees”) at any tier will comply with the provision.

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

VAWA PROGRAM GUIDELINES AND CONDITIONS

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

35. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVM-funded services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedure or policies that fail to ensure services providers conduct safety planning and victims; project design and budgets that fail to account for the access needs of participants with disabilities and participant who have limited English proficiency or are deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

38. The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment of federal grants, recoupment of money provided under an award, and civil and/or criminal penalties.

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

VAWA PROGRAM GUIDELINES AND CONDITIONS

agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this award should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://OIG.justice.gov/hotline.com>

40. No recipient or subrecipient (“subgrantee”) under this award, or entity that receives a procurement contract or subcontract with any funds under the award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance to law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. 2If the NHDOJ and or the USDOJ learns or is notified that the subrecipient (“subgrantees”) at any tier, including recipients of “subawards” and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

42. Subrecipient at any tier must comply with, and is subject to, all applicable provisions of **41 U.S.C. 4712**, including all applicable provisions that prohibit, under the specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, and abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under **41 U.S.C. 4712**.

Should a question arise as to the applicability of the provisions of 41 US.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <http://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in the award document.

44. Any subrecipient (“subgrantee”) at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

VAWA PROGRAM GUIDELINES AND CONDITIONS

restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees”), or individuals defined (for purposes of this conditions) as “employees” of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

46. In pursuant to 2 C.F.R. 200.315 (b), the State of New Hampshire may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in the whole of in part (including in the creation of derivative works), any work developed by a subrecipient (“subgrantee”) of this award, for federal purposes, and to authorize others to do so.

A recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the NHDOJ, and must comply with all conditions specified by the program manager in connections with that approval, before 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

47. The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <http://www.justice.gov/ovw/award-conditions> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

48. The recipient and subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as “SAM”), to the designated federal integrity and performance system (Currently, “FAPIS”).

VAWA PROGRAM GUIDELINES AND CONDITIONS

The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <http://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The subrecipients agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. § 10449 (e) (regarding judicial notification), 34 U.S.C §10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

50. The subrecipient understands and agrees that the DOJ awarding agency (OJP, OVW, and or NHDOJ as appropriate) may withhold award funds, or may impose other related requirements, if the subrecipient does not satisfactorily and promptly address outstanding issues from the audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connections with audits, investigations, or reviews of DOJ awards.

51. The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP, OVW, and or NHDOJ as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

52. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relates to the conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

Any provision of the requirement of this award is held to be invalid or enforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum affect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provisions shall be deemed severable from this award.

53. The director of OVW, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable.

VAWA PROGRAM GUIDELINES AND CONDITIONS

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

John G. McGinnis, Coös County Attorney
Name and Title of Authorized Representative

[Signature] 12/12/2018
Signature Date

Office of the Coös County Attorney, 55 School St, Ste. 141,
Name and Address of Agency Lancaster, NH 03584

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

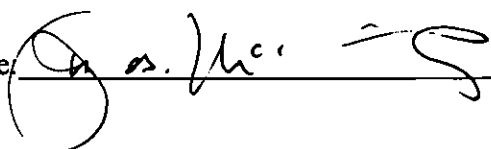
Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The Office of the Coös County Attorney (Applicant) certifies that any funds awarded through grant number 2018W042 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The Office of the Coös County Attorney (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: John G. McCornick, Coös County Attorney ✓

Signature: 

Date: 12/12/2018

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

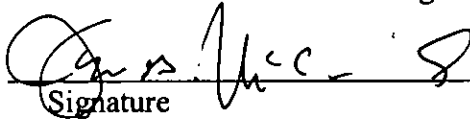
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

John G. McCormick Coös County Attorney
Name and Title of Head of Agency


Signature

12/12/2018
Date

Office of the Coös County Attorney, 55 School St, Ste. 141, Lancaster,
Name and Address of Agency NH 03584



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

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- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
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(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

John G. McCormick Coos County Attorney
Typed Name of Authorized Representative Title

Telephone Number 603-788-5559

 12/17/2018
Signature of Authorized Representative Date Signed

Coos County Attorney's Office
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

CERTIFICATE OF AUTHORITY

I, Richard Samson, Clerk of the Coös County Board of Commissioners do hereby certify that:

- (1) the Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Board of Commissioners further authorizes the County Attorney to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

John McCormick
Coös County Attorney

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk this 12th day of (December, 2018)

Richard Samson

Richard Samson, Clerk, Coös County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF Coös

On this the 12th day of (month and year), before me Richard Samson, 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.

Carrie Klebe

~~Justice of the Peace~~/Notary Public
Commission Expiration Date: 6-1-2021



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Coos County PO Box 10 West Stewartstown, NH 03597		Member Number: 602	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage:	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> Statutory	
	1/1/2019	1/1/2020	Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Downer</i> Date: 11/30/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of New Hampshire Attorney General- Department of Justice 33 Capitol St Concord, NH 03301			



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Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

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Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: In regard to Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.					

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire Attorney General- Department of Justice 33 Capitol St Concord, NH 03301					By: <i>Tammy Denver</i>
					Date: 11/30/2018 tdenver@nhprimex.org
					Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax

EEOP Reporting

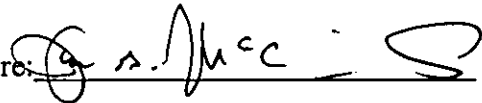
I, John G. McCornick [responsible official], certify that

JESSICA L. CAIN [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on October 24, 2018 [Date]

And that John G. McCornick [responsible official] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 12/12/2018 [date]

I further certify that: JESSICA L. CAIN [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: 

Date: 12/12/2018

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>Jessica Cain</u>	
Address: <u>55 School Street, Lancaster, NH 03884</u>	
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: _____	Vendor Number (only if direct recipient) _____
Name and Title of Contact Person: <u>Jessica Cain / Assistant County Attorney</u>	
Telephone Number: <u>(603) 788-5559</u>	E-Mail Address: <u>Jessica.Cain@conscamburh.us</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, Jessica Cain [responsible official], certify that Coos County Attorney's Office [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that Jessica Cain [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Jessica Cain / Assistant County Attorney [responsible official]
Print or Type Name and Title Signature Date 10/24/2018

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title Signature Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title Signature Date