



State of New Hampshire

Office of the Child Advocate



Moira O'Neill
Child Advocate

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

May 21, 2021

REQUESTED ACTION

Authorize the Office of the Child Advocate (Office) to enter into **Sole Source** contract with Fio Partners, LLC. of Chester, CT in the amount of \$27,000, for the purpose of obtaining consulting services to facilitate a strategic planning process that will enable the Office to establish clear and shared priorities that align the capability of the Office to its legislative mandate. Effective upon Governor and Council approval through December 31, 2021. **100% Other Funds**

The funding is available as follows for State Fiscal Year 2021

01-88-88-881010-80260000 – Office of Child Advocate

046 –500464 Consultants

FY21
27,000

EXPLANATION

This request is a **Sole Source** contract because Fio Partners, LLC. has extensive expertise in organizational strategic planning with health care and behavioral health care organizations and agencies, youth-serving agencies, and community action programs. In addition they have expertise in survey design and analysis, facilitation of focus groups, research, change management, and collaborative and network planning. Fio Partners, LLC is experienced in providing support in the strategic planning process; needs assessment, and coaching and methods for data gathering to ensure that the process is grounded in a rich information base to support choice making and priority setting. This expertise situates the Office to effectively monitor incidents and identify system improvements in accordance with oversight duties pursuant to RSA 21-V.

The grant for which the Office requests authorization to accept is from New Hampshire Charitable Foundation, a non-profit organization who is committed to increasing opportunity for all New Hampshire's children. New Hampshire Charitable Foundation manages a collection of more than 2,000 philanthropic funds created by generous individuals to award grants and scholarships every year.

Your favorable action on these items would be appreciated.

Respectfully submitted,

Moira O'Neill
Director

MO/kk

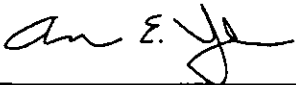
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of the Child Advocate		1.2 State Agency Address Johnson Hall, 107 Pleasant St, Concord, NH, 03301	
1.3 Contractor Name Fio Partners, LLC		1.4 Contractor Address PO BOX 363, Chester, CT, 06412	
1.5 Contractor Phone Number (917) 435 - 0887	1.6 Account Number	1.7 Completion Date December 31, 2021	1.8 Price Limitation \$27,000.00
1.9 Contracting Officer for State Agency Moira O'Neill, Child Advocate		1.10 State Agency Telephone Number (603) 271 - 7773	
1.11 Contractor Signature  Date: 4/26/21		1.12 Name and Title of Contractor Signatory Anne Yurasek, Principal	
1.13 State Agency Signature Moira O'Neill Date: 04/26/21		1.14 Name and Title of State Agency Signatory Moira O'Neill, Child Advocate	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Takhmina Rakhmatova</u> On: <u>4/26/2021</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default; or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10: DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials AG
Date 4/26/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 given in blocks 1.2 and 1.4, herein.

17. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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 with respect to the subject matter hereof.

EXHIBIT A
Special Provisions

N/A

Additional exhibits B-g

Contractor Initials AY
Date 4/26/21

EXHIBIT B

Scope of Services

Fio Partners, LLC will assist the Office of the Child Advocate (the Office) in developing a strategic plan. The approach will be framed around four key tasks of strategic management : (1) consensus on vision, mission, values, and agreement on strategic management tasks among organizational leadership; (2) designing or redesigning the organization's core work and relationships (constituents, the general public, state government branches, inter-organizational relationships) to move towards vision and mission accomplishment; (3) safeguarding and supporting the core through the adjustment of key management systems over time; and, (4) improving the core via organizational learning and quality assurance. The approach stresses:

- The importance of intentional, integrated strategy development so that strategy is appropriately supported by systems that enable organizational capacity;
- An understanding of organizational stage and the influence of stage on organizational development tasks, including the importance of adequate infrastructure to support intended growth;
- An understanding and connection to the system of state and local organizations that provide similar and allied services; and
- How to create organizations that can learn from their own practice and develop into self-sustaining learning organizations

Project/Activity	Description
Phase One: Building the Planning Team and Agreeing on Scope	<p><u>Inputs:</u> Design a team that reflects key stakeholders in the Office mandate and mission to act as stewards of the process. They will oversee, assist with prioritizing, and engage other stakeholders and systems to contribute to the process and ultimately the mandate of the office</p> <p><u>Outputs:</u> Identification of key questions, critical strategic issues facing the Office, and best methods to engage stakeholders and build the information base</p>
Phase Two: Understanding Our Context	<p><u>Inputs:</u> Currently available data sets and reports within the Office, from other agencies and partners, and general state population descriptive data will be gathered and analyzed to provide a lens on current and anticipated future needs and assets with respect to the Office's mission and mandate</p> <p><u>Outputs:</u> Baseline of Office needs and assets to be used to inform information gathering strategies</p>
Phase Three: Key Stakeholder Input	<p><u>Inputs:</u> Interviews with Office staff, Oversight Commission members, Executive branch leaders, and key community stakeholder focus groups to explore perspectives of the Office, its mandate, and related community need</p> <p><u>Outputs:</u> Qualitative data that informs the quantitative data collected in terms of system strengths and limitations, as well as key issues to consider further</p>
Phase Four: Sense Making; Creating the Plan; Building Shared Support for Plan Priorities	<p><u>Inputs:</u> Briefing book of all information gathered for review by design team; Facilitated retreat to re-visit vision, mission and values as driven by mandate and early phase findings. Development of strategic goals, priorities for activities, relationship cultivation, and organizational evolution.</p> <p><u>Outputs:</u> Shared top priorities, strategic plan development with priorities, first year implementation plan, and high level framework for review and endorsement by Oversight Committee and Executive Branch</p>

Fio will:

1. Meet with the Office regularly
2. Obtain the Child Advocate's approval prior to phase progression
3. Obtain the Child advocate's approval before the Strategic Plan is finalized
4. Submit any completed documents to the Office at the end of the contract
5. The Office will hold the rights to reproduce these work products in an unlimited capacity

EXHIBIT C

Method of Payment

Budget:

FIO Partners, LLC Scope of Work Proposal NII Office of the Child Advocate Strategic Plan			
Project Activity	Description	Cost	Total Cost
Phase One: Building the Planning Team and Agreeing on Scope	Inputs: Design a team that reflects key stakeholders in the Office mandate and mission to act as stewards of the process. They will oversee, assist with prioritizing, and engage other stakeholders and systems to contribute to the process and ultimately the mandate of the office Outputs: Identification of key questions, critical strategic issues facing the Office, and best methods to engage stakeholders and build the information base	4 wks @ \$843.75 per wk	\$3375.00
Phase Two: Understanding Our Context	Inputs: Currently available data sets and reports within the Office, from other agencies and partners, and general state population descriptive data will be gathered and analyzed to provide a lens on current and anticipated future needs and assets with respect to the Office's mission and mandate Outputs: Baseline of Office needs and assets to be used to inform information gathering strategies	*6 wks @ \$843.75 per wk	\$5062.50
Phase Three: Key Stakeholder Input	Inputs: Interviews with Office staff, Oversight Commission members, Executive branch leaders, and key community stakeholder focus groups to explore perspectives of the Office, its mandate, and related community need Outputs: Qualitative data that informs the quantitative data collected in terms of system strengths and limitations, as well as key issues to consider further	10 wks @ \$843.75 per wk	\$8437.50
Phase Four: Sense Making; Creating the Plan; Building Shared Support for Plan Priorities	Inputs: Briefing book of all information gathered for review by design team; Facilitated retreat to re-visit vision, mission and values as driven by mandate and early phase findings. Development of strategic goals, priorities for activities, relationship cultivation, and organizational evolution. Outputs: Shared top priorities, strategic plan development with priorities, first year implementation plan, and high level framework for review and endorsement by Oversight Committee and Executive Branch	12wks @ \$843.75 per wk	\$10125.00
Total			\$27,000

Limitation on Price: This contract will not exceed \$27,000.00

Source of Funding: Funding for this contract is 100% Other Funds
 010-014-88-881010-80260000
 010-014-88-881010-80260000

FY21
FY22

Method of Payment: Payment is to be made on the basis of invoices which are supported by a summary of completed deliverables, as outlined by budget line, that have taken place in accordance with the terms of the contract. If otherwise

Contractor Initials AG
 Date 4/26/21

correct and acceptable, payment will be made for 100% of the invoiced amount. A final invoice is due within thirty (30) days of the end of this contract. Invoices and reports shall be submitted to:

Karen Kimel, Office Coordinator
Office of the Child Advocate
Johnson Hall
107 Pleasant Street
Concord, NH 03301

Karen.J.Kimel@childadvocate.nh.gov

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 use §1001 and §1020.

Environmental Protection (This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h). Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement. Procurement of Recovered Materials In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401. "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative, Agreements." and any implementing regulations issued by the Office.

Any discovery or invention that arises during the course of the contract shall be reported to the Office. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the Office under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided. The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the Office, must remain the exclusive property of the Office. Confidential information, pursuant to RSA 21-V:5 means all case records, third party records, and court records pursuant to RSA 169-C:25 and RSA 170-G:8-a, and all other related confidentiality laws. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the Office to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the Office or subcontracted with the Contractor.

Ownership of Intellectual Property

The Office shall retain ownership of all source data and other intellectual property of the Office provided to the Contractor in order to complete the services of this agreement. As well the Office will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the Office.

Contractor Initials AY

Date 4/26/21

Contractor Initials AY
Date 4/26/21

Contractor Initials AY
Date 4/26/21

Certificate of Authority # 4

(Limited partnership or LLC with Manager)

Limited Partnership or LLC Certification of Authority

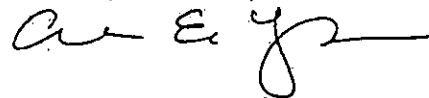
I, Anne Yurasek, hereby certify that I am a Partner, Member or Manager
(Name)
of Fro Partners, LLC a limited liability partnership under RSA 304-B or a
(Name of Partnership or LLC)
limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired.

DATED: 4/22/21

ATTEST: Anne Yurasek, Member
(Name and Title)



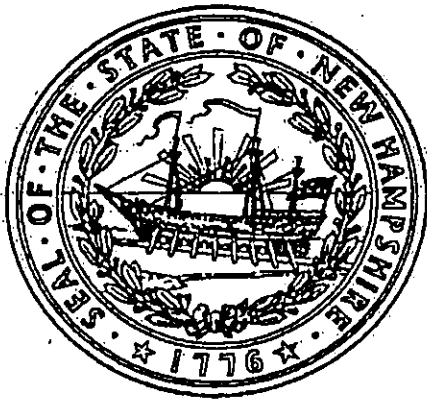
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIO PARTNERS, LLC is a Rhode Island Limited Liability Company registered to transact business in New Hampshire on April 19, 2021. 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: 868997

Certificate Number : 0005353211



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2021.

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

William M. Gardner
Secretary of State



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 22, 2021

NH Office of the Child Advocate
107 PLEASANT ST
CONCORD NH 03301

Account Information:

Policy Holder Details :	FIO PARTNERS LLC
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Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2021

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 USI INSURANCE SERVICES LLC/PHS 02090871 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	E-MAIL ADDRESS:	
INSURED FIO PARTNERS LLC PO BOX 363 CHESTER CT 06412-0363	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Company NAIC# 29424	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	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 <input checked="" type="checkbox"/> General Liability			02 SBA AK1762	07/30/2020	07/30/2021	EACH OCCURRENCE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			02 SBA AK1762	07/30/2020	07/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person)
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below		N/A				BODILY INJURY (Per accident)
	EMPLOYMENT PRACTICES LIABILITY			02 SBA AK1762	07/30/2020	07/30/2021	PROPERTY DAMAGE (Per accident)
							EACH OCCURRENCE
							AGGREGATE
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT
							E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
							Each Claim Limit \$5,000
							Aggregate Limit \$5,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

NH Office of the Child Advocate
 107 PLEASANT ST
 CONCORD NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan J. Castaneda

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