FEB27'19 Att10:31 DAS

ATTORNEY GENERAL

DEPARTMENT OF JUSTICE

33 CAPITOL STREET CONCORD, NEW HAMPSHIRE 03301-6397



JANE E. YOUNG DEPUTY ATTORNEY GENERAL

February 26, 2019

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

GORDON J. MACDONALD

ATTORNEY GENERAL

REQUESTED ACTION

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

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

| Account | Subrecipient | Vendor # | Current Subgrant <u>FY 2019</u> | Subgrant Increase FY 2019 | Amended Subgrant FY 2019 | Current Subgrant FY 2020 | Subgrant Increase <u>FY2020</u> | Amended Subgrant <u>FY2020</u> |
|----------------|-----------------------------------------------|-----------------|---------------------------------------|---------------------------------|--------------------------------|--------------------------------|---------------------------------------|--------------------------------------|
| 072- 500574 | Merrimack County Advocacy Center | 177435- B005 | \$75,000 | \$18,750 | \$93,750 | \$75,000 | \$45,000 | \$120,000 |
| 072- 500575 | Child Advocacy Center of Carroll County | 165511- B001 | \$75,000 | \$17,716 | \$92,716 | \$75,000 | \$53,148 | \$128,148 |
| 072- 500575 | Mary Hitchcock Memorial Hospital | 177160- B001 | \$150,000 | \$20,833 | \$170,833 | \$150,000 | \$50,000 | \$200,000 |
| 072- 500575 | Granite State Children's Alliance | 172495- B001 | \$300,000 | \$62,968 | \$362,968 | \$300,000 | \$187,140 | \$487,140 |
| Total Sub | grant Increase Per FY: | | | \$120,267 | _ | | \$335,288 | |

\$455,555 Grand Total Increase:

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

EXPLANATION

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

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

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

This significant increase in VOCA funds presents an important opportunity for New Hampshire and for the many dedicated organizations and individuals who work with victims of crime. Following a careful analysis, DOJ has determined that a portion of the increased VOCA funds should be allocated to existing core service providers. The distribution of the VOCA funds was based on a formula to ensure fairness, equality and, most importantly, sustainability to the current subgrantees. DOJ is also engaged in a Victims' Needs Assessment. The balance of the increase in VOCA funds will be distributed based on the results of this Needs Assessment.

The subrecipients listed are core service providers whose grants were increased. The Merrimack County Advocacy Center, Carroll County Child Advocacy Center, Mary Hitchcock Memorial Hospital and the Granite State Children's Alliance provide direct services to child victims in New Hampshire. These additional funds will provide continued support and advocacy for children through standardized methods for handling child abuse and neglect cases with a focus on limiting the number of interviews to minimize trauma to child victims.

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

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

Respectfully submitted,

Gordon J. MacDonald Attorney General

#2314740

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

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

WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Executive Council on June 7, 2017, Item #140 the Subrecipient agreed to provide victim services upon the terms and conditions specified in the contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

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

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

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

- 1. Amendment and Modification of Contract
 - a. Paragraph 1.8; Grant Limitation: Increase by \$63,750 from \$225,000 to \$288,750.
 - b. Delete Exhibit B Paragraph 3b. in its entirety and replace therein as follows: The Subrecipient shall be awarded an amount not to exceed \$93,750 of the total Grant Limitation from 7/1/18 to 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - c. Delete Exhibit B Paragraph 3c. in its entirety and replace therein as follows: The Subrecipient shall be awarded an amount not to exceed \$120,000 of the total Grant Limitation from 7/1/19 to 6/30/20, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
- 2. Effective Date of Amendment
 - a. This Amendment shall take effect upon approval of the Governor and Executive Council.
- 3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

Tara Reardo Chairman Merrimack County Board of Commissioners

Notary Public or Justice of the Peace Acknowledgement:

, County of Murral On 2/14, 2019, before the State of undersigned officer, personally appeared the person identified as the Subrecipient, or satisfactorily proven to be the person whose name is associated with the Subrecipient and agrenowledged that s/he executed this document in the capacity indicated. 121 indra Signature of Notary Public or Justice of the Peace Name and Title of Notary Public ON DISNICE Of the Rease

Kathleen B. Carr

Kathleen B. Carr Director of Administration

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

Attorney



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

COMMISSIONERS

COUNTY ADMINISTRATOR ROSS L. CUNNINGHAM

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

CERTIFICATE OF AUTHORITY

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

- (1) the Merrimack County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Merrimack County Board of Commissioners further authorizes the Chairman of the Board to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date of 2/14/19 and
- (4) The following now occupies the office indicated above:

Tara Reardon, Chairman

IN WITNESS WHEREOF, I have hereinto set my hand as the Chairman of the Merrimack County Board of Commissioners this 4 day of Komman, 2019.

Peter J. Spaulding, Člerk Merrimack County Board of Commissioners

STATE OF NEW HAMPSHIRE COUNTY OF MERRIMACK

e Indersigned officer, before me

On this the the ory of the plug of the plug of the period of Commissioners who acknowledged their self to be the Clerk for the Merrimack County Board of Commissioners, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Justice of the Peace/Notary Public . 11. 20,20 Commission Expiration Date: 2.11. 20,20



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.

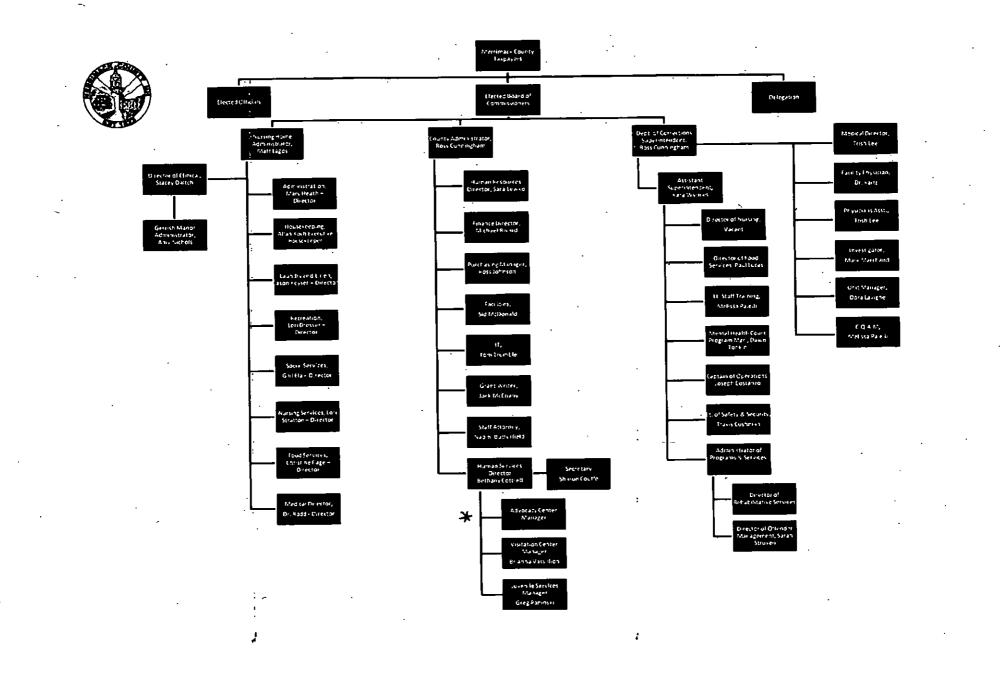
The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of 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 | | NH P Bow I 46 Do | any Affording Coverage: Public Risk Management Ex Brook Place pnovan Street ord, NH 03301-2624 | xchange - Primex ³ |
|----------------------------------------------------------------------------------------------------------|--------------------------------|------------|------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------|
| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration | | Limits - NH Statutory Limits | May Apply, If Not: |
| X General Liability (Occurrence Form) Professional Liability (describe) Claims Occurrence Made | 1/1/2019 | 1/1/20 | | Each Occurrence. General Aggregate Fire Damage (Any one fire) Med Exp (Any one person) | \$ 5,000,000 \$ 5,000,000 |
| X Automobile Liability Deductible Comp and Coll: \$1,000 Any auto | 1/1/2019 | 1/1/20 | 20 | Combined Single Limit (Each Accident) Aggregate | \$5,000,000 \$5,000,000 |
| X Workers' Compensation & Employers' Liabilit | y 1/1/2019 | 1/1/202 | 20 | X Statutory Each Accident Disease – Each Employee Disease – Policy Limit | \$2,000,000 \$2,000,000 |
| X Property (Special Risk includes Fire and Theft) | 1/1/2019 | 1/1/20: | 20 | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: \$1,000 |
| | | | | | |

Description: Proof of Primex Member coverage only.

| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex ³ – NH Public Risk Management Exchange | | |
|------------------------------------------------------------|--------------------------|------------|----------------------------------------------------------------------------------------------------------------------|--|--|
| · · · · · · · · · · · · · · · · · · · | · | | Ву: Рамту Детог | | |
| Merrimack County | | | Date: 1/2/2019 tdenver@nhprimex.org | | |
| 333 Daniel Webster Highwa Suite 2 Boscawen, NH 03303 | у | | Please direct inquires to: Primex ³ Clalms/Coverage Services 603-225-2841 phone 603-228-3833 fax | | |



STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE AND CARROLL COUNTY CAC FIRST CONTRACT AMENDMENT

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

WHEREAS, pursuant to an Agreement ("Contract"), the sum limitation of \$225,000 for services required upon the terms and conditions specified in the Contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

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

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

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

- 1. Amendment and Modification of Contract
 - a. Paragraph 1.8; Grant Limitation: Increase by \$70,864 from \$225,000 to \$295,864
 - b. Delete Exhibit B Paragraph 3b. in its entirety and replace therein as follows: The Subrecipient shall be awarded an amount not to exceed \$92,716 of the total Grant Limitation from 7/1/18 to 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - c. Delete Exhibit B Paragraph 3c. in its entirety and replace therein as follows: The Subrecipient shall be awarded an amount not to exceed \$128,148 of the total Grant Limitation from 7/1/19 to 6/30/20, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
- 2. Effective Date of Amendment
 - a. This Amendment shall take effect upon approval of the Governor and Executive Council.
- 3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

dvocacy Center of Carroll County

Notary Public or Justice of the Peace Acknowledgement:

State of <u>New Hamoshire</u>, County of <u>Carroll</u> On <u>1/11</u>, 2019, before the undersigned officer, personally appeared the person identified as the Contractor, or satisfactoring of the person whose name is associated with the Contractor and acknowledged that she executed this document in the capacity indicated.

Magan Mitchell Megan Mitchell OBLIC Signature of Notary Public or Justice of the Peace Name and Title of Notary Public or Instice of the Peace

Kathleen B. Carr

Director of Administration

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

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that "THE CHILD ADVOCACY CENTER OF CARROLL COUNTY" (CACCC) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 17, 2004. 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: 476858 Certificate Number: 0004412682



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of February A.D. 2019.

William M. Gardner Secretary of State

I, June Connors, hereby certify that I am the duly elected Secretary of

The Child Advocacy Center of Carroll County.

At a meeting of the Board of Directors, duly called and held on January 10, 2019,

at which a quorum of the Directors were present and voting.

VOTED: That Elizabeth Kelley-Scott, Executive Director, is

duly authorized to enter into contracts or agreements on behalf of

The Child Advocacy Center of Carroll County with the State of New Hampshire and any of

its agencies or departments and further is authorized to execute any

documents which may in his/her judgment be desirable or necessary to effect

the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of January 11, 2019. I further

certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly slated herein.

1-24-19

Mon

Attest

Date



LORIEHOPKINS

| DATE (MM/DD/YYYY) |
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| 02/19/2019 |

| CERTIFICATE OF | LIABILITY INSURANCE |
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| ļ | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE | \$ | |
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| | | | | WWC3373373 | | 10/13/2018 | 10/13/2019 | E.L. EACH ACCIDENT | \$ | 100,000 |
| | OFFICER/MEMBER EXCLUDED? | NIA | ʻ l | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | |] | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
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| | Child Advocacy Center of C | arro | ll Co | unty | i THE | | IN DATE T | HEREOF, NOTICE WILL CY PROVISIONS. | BE D | ELIVERED IN |
| | PO Box 948 Wolfeboro, NH 03894 | | | | | | | | | |
| Wolfeboro, NH 03894 | | | | | AUTHORIZED REPRESENTATIVE | | | | | |

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Elizabeth R. Kelley

Qualification Highlights

- Able to work independently and as a collaborative team member
- Experience and knowledge in building and maintaining relationships with key stakeholder
- Proven fundraising success

Work Experience:

December 2009-present: Executive Director, Child Advocacy Center of Carroll County, Wolfeboro, NH

- Coordinate programmatic efforts with multi-disciplinary team members
- Conducted numerous public awareness activities
- Serve as program administrator for statistical case tracking system
- Implement and develop training for multi-disciplinary team members
- Provide on-going support and supervision to employees and other multi-disciplinary team members
- Serve as the primary liaison for the organization in the community and with all partner agencies
- Responsible for all day to day management activities at the Child Advocacy Center
- Working with the Board of Directors, maintains a shared vision for the future of the organization and develops appropriate goals and strategies to advance the organization's mission.
- Recommends operational objectives that support the strategic plan and leads the staff in the implementation of the strategic plan and any operational objectives.
- Provides leadership in developing programs, organizational and financial plans with the Board of Directors and staff, and carries out plans and policies authorized by the Board.
- Maintains official records and documents and assures compliance with federal, state and local regulations.
- Keeps the Board of Directors fully informed on the condition of the organization and all important issues influencing it.
- Responsible for ongoing program evaluation including outcome measures.
- Maintains a positive working relationship with the Board of Directors and partner agencies
- Chief grant writer who also monitors the grants and prepares required reports.
- Responsible for Center bookkeeping and developing and maintaining sound financial practices.
- Responsible for preparing a budget and ensuring that the program operates within budget.
- Responsible for developing and implementing appropriate fund raising strategies to help fund the mission of the Center.

February 2007 to December 2009: Program Coordinator, Child Advocacy Center of Carroll County, Wolfeboro, NH

- Provided over 450 neutral, fact-finding forensic interviews to alleged child abuse victims
- Coordinate and identify services for non-offending caregivers and victims
- Facilitate monthly case review meeting with multidisciplinary partners
- Created numerous written materials for dissemination to community partners and non-offending caregivers
- Coordinate scheduling with multi-disciplinary team members
- Provide monthly statistical data to Board of Directors
- · Coordinate clinical, case management and medical services for alleged child victims
- Serve as program administrator for statistical case tracking system
- Provide on-going support and case coordination to all multi-disciplinary team members
- Created numerous written materials for dissemination to community partners and non-offending caregivers

Education Plymouth State University 2006

B. A. Major: Psychology

Graduated with honors

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Plymouth State University 2013

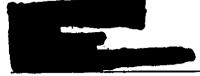
M.ED Self-designed program, focus :Organizational Leadership

SPECIALIZED TRAINING

| National Children's Alliance | Leadership Conference | 2017 |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------|------|
| National Children's Advocacy Center | Extended Forensic Interviewing | 2015 |
| National Children's Advocacy Center | International Child Abuse Symposium | 2015 |
| Wentworth Economic Development Corporation | Leadership in Lean Times | 2011 |
| National Children's Alliance | Leadership Conference | 2011 |
| National Children's Alliance | Accreditation Boot Camp | 2011 |
| Council on Fundraising | NH Grants Institute | 2010 |
| National Children's Alliance | Leadership Conference | 2010 |
| The Chadwick Center For Children and Families | 22 nd Annual San Diego International Conference on Child and Family Maltreatment | 2009 |
| National District Attorneys Association | Child Abuse Summit | 2008 |
| Northeast Regional Children's Advocacy Center | Multidisciplinary Team Training Academy | 2008 |

Curriculum Vitae Elizabeth S. D'Angelo

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Professional Experience

| Multidisciplinary Team Coordinator/Forensic Interviewer Child Advocacy Center of Carroll County, Wolfeboro, NH | 2014-Present |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Special Education Paraprofessional/Substitute Teacher Governor-Wentworth School District, Wolfeboro, NH | 2013-2014 |
| Community Life Parent/Substitute Teacher Brewster Academy, Wolfeboro, NH | 2004-2013 |
| Trooper, First Class, New Hampshire State Police Department of Safety, Division of State Police, Concord, NH | 1987-1999 |
| <u>Certificates and Trainings</u> | |
| 34 th International Symposium on Child Abuse Huntsville, AL | 2018 |
| Emerging Issues and MDT Response in Child Abuse Cases Training w/Rita Farrell Bedford, NH | 2017 |
| Dallas Crimes Against Children Conference Dallas, TX | 2017 |
| Two Day Forensic Interviewer Training with Julie Kenniston Granite State Children's Alliance, Manchester, NH | 2016 |
| Responding to CSEC Reports/Cases Department of Homeland Security and Granite State Children's Alliance, Concord, NH | 2016 |
| Mentoring and Consultation Group Webinar for Child Forensic Interviewers National Child Advocacy Center | 2015 |
| Advanced Training for Forensic Interviewers Office of Juvenile Justice and Delinquency Prevention, Concord, NH | 2015 |
| <i>Partnering For A Future Without Violence</i> NH Attorney General's Task Force on Child Abuse and Neglect, Manchester, NH | 2015 |
| Child Forensic Interviewing, Five Day Course Granite State Children's Alliance, Manchester, NH | 2015 |
| Forensic Interviewing of Children Training National Children's Advocacy Center, Huntsville, AL | 2014 |
| The Potential Impact of Trauma on the Investigation of Child Maltreatment Granite State Children's Alliance's Multidisciplinary Team Academy, Concord, NH | 2014 |

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Certificates and Trainings, continued

Partnering For A Future Without Violence NH Attorney General's Task Force on Child Abuse and Neglect, Manchester, NH

Education

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B.A., Anthropology, University of New Hampshire, Durham, NH (1984)

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< 2014

New Hampshire Department of Justice Section 3: Budget Detail Worksheet and Budget Narrative

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the VOCA project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization and must be based on ACTUAL time worked and not percentage. Please attach job descriptions and resumes for each position listed.

| Name/Position | Computation | Federal | Match |
|----------------------------------------------------------------|----------------------------------------------|---------------------|-------------|
| Elizabeth D'Angelo/ Foren \$47, 424 x 90%= \$42,681 | sic Interviewer/MDT Coordina .00 | ator \$42,681.00 | \$ 0 |
| Elizabeth Kelley-Scott, Exc <u>\$67,000</u> x 60% =\$40,200 | ecutive Director | \$32,319.00 | \$11,901.00 |
| To Be Determined/Family \$3,500.00 monthly x 90%= | Support Specialist \$3,150.00 x3 months = | \$9,450.00 | \$0 |

| Personnel Sub-Total Federal:\$84,450.00Match:\$11,901.00 |
|----------------------------------------------------------------|
|----------------------------------------------------------------|

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Individual fringe benefits must be listed by amount and percentage.

| Name/Position | Computation | Feu | erar waten |
|----------------|-----------------------------------------|------------|------------|
| Family Support | Specialist \$9,450.00 x 15% =\$1,417.50 | \$1,000.00 | \$417.50 |

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The Child Advocacy Center of Carroll County Board of Directors

,

President Scott Kinmond

Vice President Rainy Wilkins

Secretary Linda Kasiewicz

> Treasurer Ray Mitchell

Director Pat Anderson

Director Kris Gurrall

Director Diane Cleary

Director Christine Stevens

STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE AND THE MARY HITCHCOCK MEMORIAL HOSPITAL FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Mary Hitchcock Memorial Hospital.

WHEREAS, pursuant to an Agreement ("Contract"), the sum limitation of \$450,000 for services required upon the terms and conditions specified in the Contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

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

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

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

- 1. Amendment and Modification of Contract
 - a. Paragraph 1.8; Grant Limitation: Increase by \$70,833 from \$450,000 to \$520,833.
 - b. Delete Exhibit B Paragraph 3b. in its entirety and replace therein as follows: The Subrecipient shall be awarded an amount not to exceed \$170,833 of the total Grant Limitation from 7/1/18 to 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - c. Delete Exhibit B Paragraph 3c. in its entirety and replace therein as follows: The Subrecipient shall be awarded an amount not to exceed \$200,000 of the total Grant Limitation from 7/1/19 to 6/30/20, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
- 2. Effective Date of Amendment

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- a. This Amendment shall take effect upon approval of the Governor and Executive Council.
- 3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

CFD Mary Hitchcock Memorial Hospital Daniel P. Jantzen

Date

COMMISSION EXPIRES PT. 21, 202

Notary Public or Justice of the Peace Acknowledgement:

State of <u>New Hampshire</u>, County of <u>brafton</u> On $\frac{1/29}{29}$, 2019, before the undersigned officer, personally appeared the person identified as the Contractor, or satisfactorily proven to be the person whose name is associated with the Contractor and acknowledged that s/he executed this document in the capacity indicated.

Jacto Johnster FAITH Johnston, Notary Story E. John Signature of Notary Public or Justice of the Peace Name and Title of Notary Public or Justice of the Peace. Mannunnin and

Kathleen B. Carr Director of Administration

<u> 9119</u>11 Date

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

anne Martin Attorney

First Contract Agreement NHDOJ and MHMH Page 2 of 2

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68517 Certificate Number: 0004082905



IN TESTIMONY WHEREOF,

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

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William M. Gardner Secretary of State

/// Dartmouth-Hitchcock

Dartmouth-Hitchcock Dartmouth-Hitchcock Medical Center 1 Medical Center Drive lebanon, NH 03756 Dartmouth-Hitchcock.org

CERTIFICATE OF VOTE/AUTHORITY

I, Edward Stansfield, III, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

- 1. I am the duly elected Vice Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
- 2. The following is a true and accurate excerpt from the December 7th, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

ARTICLE I - Section A. Fiduciary Duty. Stewardship over Corporate Assets

"In exercising this [fiduciary] duty, the Board may, consistent with the Corporation's Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable."

- 3. Article I Section A, as referenced above, provides authority for the chief officers, including the Chief Financial Officer, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
- 4. Daniel P. Jantzen is the Chief Financial Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 29 day of Jan. 2019

Edward H. Stansfield, III, Board Vice Chair

STATE OF NH COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 21° day of <u>solution</u>, by Edward Stansfield.

EXPIRES

My Commission Expires: 9-21-202

| CER | TIFICATE OF | INSURANCE | | | | | DATE: 02/22/2019 | | |
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| 1 | in Street, Suite 33 | 0 | | | This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This | | | | |
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| This is | to certify that the | Policy listed below have | been issued | to the | Named Insured abov | ve for the Policy | Period indicated, | | |
| notwith | standing any requ | irement, term or condition | on of any con | itract | or other document w | ith respect to wr | nich this certificate may be exclusions and conditions of | | |
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| all insu | rance laws and reg | gulations in all states. St | ate insurance | inso | lvency funds are not | available to a ris | k retention group policy. | | |
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| DATE (MM/DD/YYYY) |
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| 02/22/2019 |

CERTIFICATE OF LIABILITY INSURANCE

| 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. | | | | | | | | | |
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| HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746 | | рноме бал. пс. боландри била тайбила тран. (AC, No. Ext): (508) 808-7293NH (AC, No):(866) 235-7129 | | | | | | | |
| | | | . <u></u> . | INSURE | Satety I INS | SURER(S) AFFOI | RDING COVERAGE | | 15105 NAIC # |
| Dartmouth-Hitchcock Health 1 Medical Center Dr. Lebanon, NH 03756 | | | | | | | | | |
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| | OF OPERATIONS below | | | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Workers Compensation coverage for Dartmouth-Hitchcock Health | | | | | | | | | |
| | | | | | | | | | |
| CERTIFICATE HOLDER CANCELLATION | | | | | | | | | |
| NH Department of Justice | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | | | |
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The ACORD name and logo are registered marks of ACORD

DARTMOUTH-HITCHCOCK (D-H) DARTMOUTH-HITCHCOCK HEALTH (D-HH)

BOARDS OF TRUSTEES & BOARD OFFICERS | Effective: January 2018

| Jeffrey A. Cohen, MD MHMH/DHC Trustee | Robert A. Oden, Jr., PhD MHMH/DHC/D-HH Boards' Vice Chair Retired President, Carleton College |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Chair, Dept. of Neurology | |
| Duane A. Compton, PhD MHMH/DHC/D-HH Trustee Ex-Officio: Dean, Geisel School of Medicine at Dartmouth | Steven A. Paris, MD D-HH Trustee Regional Medical Director, Community Group Practices (CGPs) |
| William J. Conaty | Charles G. Plimpton, MBA |
| MHMH/DHC/D-HH Trustee | MHMH/DHC/D-HH Boards' Treasurer |
| President, Conaty Consulting, LLC | Retired Investment Banker |
| Joanne M. Conroy, MD | Kari M. Rosenkranz, MD |
| MHMH/DHC/D-HH Trustee | MHMH/DHC (Lebanon Physician) Trustee |
| Ex-officio: CEO, Dartmouth-Hitchcock; President, | Associate Professor of Surgery; Medical Director, |
| D-HH | Comprehensive Breast Program; and Vice Chair for Education, |
| Effective August 7, 2017 | Department of Surgery |
| Vincent S. Conti, MHA | Brian C. Spence, MD, MHCDS |
| MHMH/DHC/D-HH Trustee | MHMH/DHC Trustee |
| Retired President & CEO, Maine Medical Center | Associate Professor of Anesthesiology |
| Denis A. Cortese, MD | Edward H. Stansfield, III, MA |
| MHMH/DHC/D-HH Trustee | MHMH/DHC/D-HH Trustee |
| Foundation Professor at Arizona State University (ASU) and | Senior Resident Director and Senior Vice President for the |
| Director of ASU's Healthcare Delivery and Policy Program | Hanover, NH Merrill Lynch Office |
| Barbara J. Couch MHMH/DHC/D-HH Boards' Secretary President of Hypertherm's HOPE Foundation (includes leadership of all of Hypertherm's philanthropic and volunteer initiatives) | Pamela Austin Thompson, MS, RN, CENP, FAAN MHMH/DHC/D-HH Trustee Chief executive officer emeritus of the American Organization of Nurse Executives (AONE) |
| Paul P. Danos, PhD MHMH/DHC/D-HH Trustee Dean Emeritus; Laurence F. Whittemore Professor of Business Administration, Tuck School of Business at Dartmouth | Anne-Lee Verville MHMH/DHC/D-HH Boards' Chair Retired senior executive, IBM |
| Senator Judd A. Gregg | Jon Wahrenberger, MD |
| MHMH/DHC Trustee | MHMH/DHC (Lebanon Physician) Trustee |
| Senior Advisor to SIFMA | Cardiologist |
| Laura K. Landy, MBA | Marc B. Wolpow, JD, MBA |
| MHMH/DHC/D-HH Trustee | MHMH/DHC/D-HH Trustee |
| President and CEO of the Fannie E. Rippel Foundation | Co-Chief Executive Officer of Audax Group |

a.

Initial _____ Date __4 9 18

Andrea Kegelman

Education:

Bachelor of Science, Criminal Justice, September 2004

College for Lifelong Learning, University System of New Hampshire Concord, New Hampshire

Professional Experience:

Lebanon Police Department (October 2004 – present)

Lebanon, New Hampshire

Police Officer, Corporal

- Enforce Criminal and Motor Vehicle Codes as well as City Ordinances.
- Respond to and investigate incidents of Domestic Violence (DV), child abuse and elder abuse/exploitation.
- Coordinate services and referrals to the Division of Children, Youth and Families (DCYF), the Child Advocacy Center (CAC) and/or the Bureau of Elderly and Adult Services (BEAS).
- Conduct Forensic Interviews of children and adults of suspected physical abuse, sexual abuse, and witness to violent crimes.
- Successfully worked with multidisciplinary team members including the Child Advocacy Centers of Grafton and Sullivan Counties, WISE and the Upper Valley Sexual Assault Response Team to provide crisis support, advocacy, prevention and community outreach.
- Primary law enforcement representative on the Grafton County Child Advocacy Center
- Multidisciplinary team to include active participation in pre and post MDT meetings and case review process.
- Primary law enforcement representative and active participant of the Upper Valley Sexual Assault Response Team.
- Successfully implemented and supervised training requirements, programs and opportunities for Lebanon Police Department personnel; consisting of a staff of 38 sworn officers.
- Successfully assisted in the prosecution of sexual assaults, physical assaults, elder abuse and exploitation and theft cases.
- Provided support and assistance to the Lebanon Police Department Prosecutor by preparing cases for arraignment and trial as well as handling court proceedings in his absence.
- Provided ongoing supervision of officers and civilian employees.

Lebanon School District (January 2003 – September 2004, part time) Lebanon, New Hampshire

Substitute Teacher

- Assisted school district when a substitute teacher was needed.
- Successfully handled children from ages 5-18 in the classroom.
- Successfully implemented age appropriate class curriculum.

Carroll Police Department (April 2000 – October 2004) Carroll, New Hampshire Police Officer

- Enforced Criminal and Motor Vehicle Codes as well as Town Ordinances.
- Successfully facilitated safety training for elementary school students.
- Effectively assisted with all juvenile proceedings within the Family Court system.

Coos County Sheriff's Department (April 2000 – December 2003, part time)

Lancaster, New Hampshire

Sheriff's Deputy

- Transported female prisoners to/from police departments, courts and correctional facilities.
- Successfully executed undercover investigations involving the care and treatment of juveniles.

Lincoln Police Department (November 1999 - April 2000)

Lincoln, New Hampshire

Dispatcher

- Triaged phone and radio communications for Police, Fire and EMS including crisis situations.
- Worked within the community to foster positive relationships with Law Enforcement.
- Successfully organized and documented calls for service.

Specialized Trainings:

Motion Drafting & Legal Research Training (2016) Police Prosecutor Training (2015) Child Death & Homicide Investigation Training (2013) FBI Crisis Negotiation Training (2011) Advanced Forensic Interview Training (2010) NH Attorney General's Task Force on Child Abuse & Neglect (2008, 2009) Shield Our Children from Harm Professional Conference (annually, 2007 – 2013) Child Abuse and Exploitation Investigative Techniques Training (2006) Forensic Interview Training (2005)

Awards & Achievements:

Assistant to the Prosecutor (2016) Training & Recruitment / Operations Support Bureau, Lebanon Police Department (2016) Corporal, Lebanon Police Department (2014) Letter of Recognition from Governor John Lynch, Lebanon Police Department (2012) CHaD Unsung Hero Award, Child Advocacy Center of Grafton County (2010) Officer of the Year, Lebanon Police Department (2010) Detective, Lebanon Police Department (2008 – 2016) School Resource Officer (SRO), Lebanon Police Department (2007 – 2008)

Jocelyn "Jody" Thompson

EDUCATION

BA, Social Work, University of New Hampshire 2001

CURRENT POSITION

Forensic Interview Specialist/Team Coordinator and Case Manager Child Advocacy Center of Grafton & Sullivan Counties at DHMC Lebanon NH February 2007-present

- Coordinate forensic interviews with multidisciplinary team (MDT) including law enforcement, child protective services workers, prosecutors, mental health, medical and crisis and victims services providers.
- Conduct child forensic interviews and extended forensic interviews, including specialized training in children/adults with special needs
- Participate and facilitate pre and post interview MDT meetings
- Arrange referrals for clients to outside agencies, such as mental health, specialized medical care, and crisis services
- Triage and coordinate resolution to obstacles families encounter during the investigative process
- Case Manage resources for families involved in the justice system
- Created Statewide Peer Review for Forensic Interviewers
- Certified National Facilitator of Darkness to Light Stewards of Children Sexual Abuse Training
- Direct knowledge of local and New Hampshire resources relevant to support victims in the criminal justice system, including Victims Compensation
- Lead monthly case reviews with team members to discuss techniques and skills used to investigate the cases.

PAST RELEVENT EMPLOYMENT

Intake and Development Director - Child Advocacy Center of Rockingham County, Portsmouth, NH March 2002-September 2005

Joined the CACRC when it was in its infancy and, with the Executive Director, turned the Center into a successful pilot program for each county in NH to model.

- Coordinated all investigative forensic interviews (approximately 400 per year) with multidisciplinary teams consisting of law enforcement officers, child protective services workers, county and state prosecutors, mental health, medical and crisis services providers.
- First point of contact with family members of children in need of services. Often had to diffuse and mediate hostile or adversarial situations and reassure reluctant clients.
- Conducted child abuse forensic interviews.
- Led monthly case reviews with team members to discuss techniques and skills used to investigate the cases.
- Updated documentation/filing system and was responsible for maintaining secure records for approximately 1200 case files.
- Set up a satellite office in Derry, NH with the Executive Director.
- HIPAA Privacy Officer for agency.
- Responsible for coordinating all aspects of agency fundraising (approximately \$50, 000 per year) working closely with volunteers. Solicited donations of goods, services and cash for large gala and golf tournament, the two largest fundraisers.
- Wrote the quarterly newsletter.

OTHER PROFESSIONAL EXPERIENCES

Social Worker-per diem, New London Hospital New London NH

November 2006-January 2008

Discharge planning and resource referrals for patients in acute care community hospital. All aspects of patient crisis management.

First Assistant Manager, Hanna Andersson Kittery ME

November

2001-March 2002

Second in charge of large children's clothing store. Responsibilities include open and close store, balance cash registers and end of night deposits, delegate tasks and supervise staff of seven employees, provide exceptional customer service, conduct all recruiting, interviewing and hiring of new associates.

<u>Direct Services Intern - Sexual Assault Support Services</u>, Portsmouth, NH May 2000-July 2002

- After internship ended, stayed on as a volunteer
- Provided direct services to clients by 24 hour crisis hotline and police, hospital and court accompaniments.
- Worked closely with county prosecutors, police and victim witness advocates.
- Guest speaker to teen groups at local schools and teen centers.
- Developed "Daytime Procedure Manual for Providing Direct Services" for the agency.
- Co-developed with two police officers a day long school resource officer training program dealing with dating violence.

Coordinated all support group tasks while the Coordinator of Support Groups was on vacation for one month. Spoke with potential clients to assess their group needs

Cathy Brittis, MSW

Summary

Master's level social worker with strong work experience in the area child abuse and leadership. Strength based approach in working with children, adolescents, families and community providers. Utilizes a collaborative model for team collaboration and program development. Strengths include: assessment, crisis intervention, case management, de-escalation, mediation skills, collaborative teamwork, forensic interviewing and program development

Accomplishments

Susan P. LaGasse Award for Excellence in Casework Practice, Sate of Vermont, Department for Children and Families, 2000

Lebanon Police Department, Lebanon, New Hampshire - Citizen of the Year Award 2009

Education

Masters of Social Work, 1995 University of Vermont - Burlington, Vermont Bachelor of Arts: Psychology, 1991 St. Michaels College - Colchester, Vermont

Professional Experience

Child Advocacy Center Program Director

September 2005 - current

Dartmouth Hitchcock Medical Center - Lebanon, NH

- Oversee all aspects of the development and functioning of the Child Advocacy Center (CAC) to include financial management, sustainability needs, agency and community outreach, needs assessments and facilitation of CAC related meetings.
- Coordinate center services with participating agencies including child protection, law enforcement; prosecution, crisis services, medical and mental health professionals.
- Oversee and conduct forensic interviews of children who have been referred to the CAC for evaluation of child abuse.
- Coordinate referrals to needed services for families who have come to the CAC.
- Supervise staff of forensic interviewers and intake coordinators.

Interim Investigative Supervisor

July 2005 - September 2005

State of Vermont, Department of Children and Families - White River Jct., Vermont

- Responsible for screening all intakes of child abuse and neglect.
- Assign reports to investigators and provide ongoing guidance and supervision through the investigation
 process to the investigator.
- Oversee that investigative policy and procedures are being followed by all employees.
- Provide training on mandated reporting and child abuse and neglect to community agencies.
- Insure ongoing community relationships with community agencies and providers

Investigative Social Worker

August 1995 - July 2005

State of Vermont, Department of Children and Families - White River Jct,. Vermont

- Responsible for investigating reports of child abuse and neglect.
- Conduct interviews with children and families around allegations of child abuse and neglect.

Catny Brittis, MSVV

- Assessing the strengths, risk factors, and safety concerns for the families.
- Providing crisis intervention, mediation and support services to these families.
- Facilitate/Support meetings with family members and community service providers.
- Member of the Orange East Family Support Team and the Child Advocacy Center at the Family Place, working collaboratively with community providers and families to ensure the safety of children.
- Support and Empower families in accessing necessary services to ensure the safety of their children and maintain family unity.
- Serve as Statewide Trainer of forensic interviewing and investigative skills workshop.
- Provide ongoing education and support to area school staff and other community providers in regards to reporting and investigating child abuse.

Professional Development

Spectrum Outreach Worker/Intern

September 1994 – May 1995

Spectrum Family Services - Burlington; Vermont

- Provided screenings, intakes, assessments and referrals to adolescents who were homeless or runaway.
- Promoted family reunification when appropriate.
- Case managed and supported homeless youth through independent living programs.
- Co-facilitated an independent living skills group for youth, enhancing skills for youth to live on own.
- Provided supervision to Peer Outreach Workers (youth who provided outreach services to kids "at risk" on the streets of Burlington)
- Assisted in the development of a shelter for run-away and homeless youth.

Investigative Social Worker/Intern

September 1993 - May 1994

State of Vermont, Department of Children and Families - Burlington, Vermont

- Conduct interviews with children and families around allegations of child abuse and neglect.
- Assessing the strengths, risk factors, and safety concerns for the families.
- :• Providing crisis intervention, mediation and support services to these families.

Crime Victim Advocate

May 1992 - August 1993

Family Services of the Mid-Hudson and Harlem Valleys - Poughkeepsie, New York

- Provided 24 hour emergency rape/domestic violence crisis counseling via walk-ins, hotline, and police/hospital assistance
- Established and supervised an emergency financial assistance program for victims of crime.
- Prepared victims for the court process and advocated on behalf of the victim.
- Provided group treatment to victims of crime.
- Co-facilitated a support group for victims of domestic violence.
- Created and presented outreach programs and crime prevention workshops for the schools of Dutchess County.
- Gathered pertinent data and responsible for submitting quarterly and annual reports to funding sources.
- Assisted in the writing of grant proposals to promote services, which were needed in the community.

Professional Affiliations and Community Leadership

Board member – Granite State Children's Alliance 2009-present Committee Member of the National Children's Alliance Satellite Site Task Force 2013-2014 Member of American Professional Society on the Abuse of Children Mary Hitchcock Memorial Hospital - CAC at CHaD

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Salary

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| Cathy Brittis, Director | \$ 89,586.00 |
|-------------------------|------------------|
| Forensic Interviewer | \$ 55,369.00 |
| Forensic Interviewer | \$ 57,949.00 |
| Intake Coordinator | \$ 46,800.00 |
| Total | \$ 249,704.00 |

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Dartmouth-Hitchcock Health and Subsidiaries

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Consolidated Financial Statements June 30, 2017 and 2016

Dartmouth-Hitchcock Health and Subsidiaries Index June 30, 2017 and 2016

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Report of Independent Auditors

To the Board of Trustees of Dartmouth-Hitchcock Health and Subsidiaries

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and Subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2017 and 2016, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We did not audit the financial statements of Alice Peck Day Hospital, a subsidiary whose sole member is Dartmouth-Hitchcock Health, which statements reflect total assets of 2.8% of consolidated total assets at June 30, 2017, and total revenues of 3.3% of consolidated total revenues for the year then ended. We did not audit the consolidated financial statements of The Cheshire Medical Center, a subsidiary whose sole member is Dartmouth-Hitchcock Health, which statements reflect total assets of 8.8% of consolidated total assets at June 30, 2016, and total revenues of 9.2% of consolidated total revenues for the year then ended. Those statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion expressed herein, insofar as it relates to the amounts included for Alice Peck Day Hospital as of and for the year ended June 30, 2017 and The Cheshire Medical Center as of and for the year ended June 30, 2017 and The Cheshire Medical Center as of and for the year ended June 30, 2017 and The Cheshire Medical Center as of and for the year ended June 30, 2017 and The Cheshire Medical Center as of and for the year ended June 30, 2017 and The Cheshire Medical Center as of and for the year ended June 30, 2017 and The Cheshire Medical Center as of and for the year ended June 30, 2017 and The Cheshire Medical Center as of and for the year ended June 30, 2016, is based solely on the reports of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

PricewaterhouseCoopers LLP, 101 Seaport Boulevard, Suite 500, Boston, MA 02210 T: (617) 530 5000, F: (617) 530 5001, www.pwc.com/us



overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audits and the reports of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Health System as of June 30, 2017 and 2016, and the results of its operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

Boston, Massachusetts November 17, 2017

Dartmouth-Hitchcock Health and Subsidiaries Consolidated Balance Sheets June 30, 2017 and 2016

| ine 30, 2017 and 2016 | |
|-----------------------|--|
| | |
| thousands of dollars) | |

| (in thousands of dollars) | 2017 | 2016 |
|----------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|
| Assets | | |
| Current assets Cash and cash equivalents | \$ 68,498 | \$ 40,592 |
| Patient accounts receivable, net of estimated uncollectibles of \$121,340 and \$118,403 at June 30, 2017 and 2016 (Note 4) | 237,260 | 260,988 |
| Prepaid expenses and other current assets | 89,203 | 95,820 |
| Total current assets | 394,961 | 397,400 |
| Assets limited as to use (Notes 5 and 7) | 662,323 | 592,468 |
| Other investments for restricted activities (Notes 5 and 7) | 124,529 | 142,036 |
| Property, plant, and equipment, net (Note 6) | 609,975 | 612,564 |
| Other assets | 97,120 | 87,266 |
| Total assets | \$ 1,888,908 | \$ 1,831,734 |
| Liabilities and Net Assets Current liabilities | | |
| Current portion of long-term debt (Note 10) | \$ 18,357 | \$ 18,307 |
| Line of credit (Note 13) | - | 36,550 |
| Current portion of liability for pension and other postretirement | 0.000 | 3,176 |
| plan benefits (Note 11) | 3,220 | 3,178 107,544 |
| Accounts payable and accrued expenses (Note 13) | 89,160 114,911 | 107,544 |
| Accrued compensation and related benefits | 27,433 | 19,650 |
| Estimated third-party settlements (Note 4) | | 288,781 |
| Total current liabilities | 253,081 | |
| Long-term debt, excluding current portion (Note 10) | 616,403 | 625,341 |
| Insurance deposits and related liabilities (Note 12) | 50,960 | 56,887 |
| Interest rate swaps (Notes 7 and 10) | 20,916 | 28,917 |
| Liability for pension and other postretirement plan benefits, | 282,971 | 272,493 |
| excluding current portion (Note 11) | 90,548 | 69,811_ |
| Other liabilities Total liabilities | 1,314,879 | 1,342,230 |
| Commitments and contingencies (Notes 4, 6, 7, 10, and 13) | | |
| | | |
| Net assets Unrestricted (Note 9) | 424,947 | 360,183 |
| Temporarily restricted (Notes 8 and 9) | 94,917 | 75,731 |
| Permanently restricted (Notes 8 and 9) | 54,165 | 53,590 |
| Total net assets | 574,029 | 489,504 |
| Total liabilities and net assets | \$ 1,888,908 | \$ 1,831,734 |
| | | |

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

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Dartmouth-Hitchcock Health and Subsidiaries Consolidated Statements of Operations and Changes in Net Assets Years Ended June 30, 2017 and 2016

| | • | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| (in thousands of dollars) | 2017 | 2016 |
| Unrestricted revenue and other support Net patient service revenue, net of contractual allowances and discounts Provision for bad debts | \$ 1,859,192 <u>63,645</u> | \$ 1,689,275 55,121 |
| Net patient service revenue less provision for bad debts Contracted revenue (Note 2) Other operating revenue (Note 2 and 5) Net assets released from restrictions Total unrestricted revenue and other support | 1,795,547 43,671 119,177 11,122 1,969,517 | 1,634,154 65,982 82,352 9,219 1,791,707 |
| Operating expenses Salaries Employee benefits Medical supplies and medications Purchased services and other Medicaid enhancement tax (Note 4) Depreciation and amortization Interest (Note 10) Total operating expenses Operating loss | 966,352 244,855 306,080 289,805 65,069 84,562 19,838 1,976,561 (7,044) | 872,465 234,407 309,814 255,141 58,565 80,994 19,301 1,830,687 (38,980) |
| Nonoperating gains (losses) Investment gains (losses) (Notes 5 and 10) Other losses Contribution revenue from acquisition (Note 3) Total nonoperating gains (losses), net Excess (deficiency) of revenue over expenses | 51,056 (4,153) 20,215 67,118 \$ 60,074 | (20,103) (3,845) 18,083 (5,865) \$ (44,845) |

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

Dartmouth-Hitchcock Health and Subsidiaries Consolidated Statements of Operations and Changes in Net Assets Years Ended June 30, 2017 and 2016

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| (in thousands of dollars) | 2017 | 2016 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------|
| Unrestricted net assets Excess (deficiency) of revenue over expenses Net assets released from restrictions Change in funded status of pension and other postretirement benefits (Note 11) Other changes in net assets Change in fair value of interest rate swaps (Note 10) Increase (decrease) in unrestricted net assets | \$ 60,074 1,839 (1,587) (3,364) 7,802 64,764 | \$ (44,845) 3,248 (66,541) |
| Temporarily restricted net assets Gifts, bequests, sponsored activities Investment gains Change in net unrealized gains on investments Net assets released from restrictions Contribution of temporarily restricted net assets from acquisition Increase (decrease) in temporarily restricted net assets | 26,592 1,677 3,775 (12,961) 103 19,186 | 12,227 518 (1,674) (12,467) <u>670</u> (726) |
| Permanently restricted net assets Gifts and bequests Investment gains (losses) in beneficial interest in trust Contribution of permanently restricted net assets from acquisition Increase in permanently restricted net assets Change in net assets | 300 245 30 575 84,525 | 699 (219) 29 509 (114,228) |
| Net assets Beginning of year End of year | \$ 489,504 574,029 | \$ 603,732 489,504 |

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

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Dartmouth-Hitchcock Health and Subsidiaries Consolidated Statements of Cash Flows Years Ended June 30, 2017 and 2016

| (in thousands of dollars) | 2017 | 2016 |
|--------------------------------------------------------------------------------------------------------------------------|------------------|--------------|
| Cash flows from operating activities | s 84,525 | \$ (114,228) |
| Change in net assets | 3 04,525 | • (,===-, |
| Adjustments to reconcile change in net assets to net cash (used) provided by | | |
| operating and nonoperating activities | (8,001) | 4,177 |
| Change in fair value of interest rate swaps | 63,645 | 55,121 |
| Provision for bad debt | 84,711 | 81,138 |
| Depreciation and amortization | (20,348) | (18,782) |
| Contribution revenue from acquisition | 1,587 | 66,541 |
| Change in funded status of pension and other postretirement benefits | 1,703 | 2,895 |
| Loss on disposal of fixed assets Net realized (gain) losses and change in net unrealized (gain) losses on investments | (57,255) | 27,573 |
| Net realized (gain) losses and change in her direalized (gain) losses on who can be | (4,374) | (4,301) |
| Restricted contributions and investment earnings | 809 | 496 |
| Proceeds from sales of securities | · 381 | - |
| Loss from debt defeasance | | |
| Changes in assets and llabilities | (35,811) | (101,567) |
| Patient accounts receivable, net Prepaid expenses and other current assets | 7,386 | 4,767 |
| | (8,934) | 2,188 |
| Other assets, net | (17,820) | (23,668) |
| Accounts payable and accrued expenses Accrued compensation and related benefits | 10,349 | 5,343 |
| Accrued compensation and related benchis | 7,783 | (3,652) |
| Estimated third-party settlements | (5,927) | (14,589) |
| Insurance deposits and related liabilities Liability for pension and other postretirement benefits | 8,935 | 15,599 |
| | 11,431 | 2,109 |
| Other liabilities Net cash provided (used) by operating and nonoperating activities | 124,775 | (12,840) |
| | | |
| Cash flows from Investing activities | (77,361) | (73,021) |
| Purchase of property, plant, and equipment | 1,087 | 612 |
| Proceeds from sale of property, plant, and equipment | (259,201) | (67,117) |
| Purchases of investments | 276,934 | 66,105 |
| Proceeds from maturities and sales of investments | 3,564 | 12,619 |
| Cash received through acquisition | (54,977) | (60,802) |
| Net cash used by investing activities | (04,0117 | |
| Cash flows from financing activities | 65,000 | 140,600 |
| Proceeds from line of credit | (101,550) | (105,250) |
| Payments on line of credit | (48,506) | (104,343) |
| Repayment of long-term debt | 39,064 - | 140,031 |
| Proceeds from issuance of debt | (274) | (14) |
| Payment of debt issuance costs | 4,374 | 4,301 |
| Restricted contributions and investment earnings | (41,892) | 75,325 |
| Net cash (used) provided by financing activities | | 1,683 |
| Increase in cash and cash equivalents | 27,906 | 1,005 |
| Cash and cash equivalents | | 38,909 |
| Beginning of year | 40,592 | |
| End of year | <u>\$ 68,498</u> | \$ 40,592 |
| • | | |
| Supplemental cash flow information | \$ 23,407 | \$ 22,298 |
| Interest paid | - | (960) |
| Asset depreciation due to affiliations | 16,784 | 6,163 |
| Net assets acquired as part of acquisition, net of cash aquired | 8,426 | - |
| Building construction in process financed by a third party | | |
| Construction in progress included in accounts payable and | 14,669 | 16,427 |
| accrued expenses | - | 2,001 |
| Equipment acquired through issuance of capital lease obligations | 809 | 688 |
| Donated securities | | |

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

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Organization and Community Benefit Commitments 1.

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of Mary Hitchcock Memorial Hospital (MHMH) and Dartmouth-Hitchcock Clinic (DHC) (collectively referred to as "Dartmouth-Hitchcock" (D-H)), New London Hospital Association (NLH), Mt. Ascutney Hospital and Health Center (MAHHC), The Cheshire Medical Center (Cheshire), Alice Peck Day Memorial Hospital (APD) and Visiting Nurse & Hospice for VT and NH (VNH).

The "Health System" consists of D-HH, its affiliates and their subsidiaries.

The Health System currently operates one tertiary, one community and three acute care (critical access) hospitals in New Hampshire (NH) and Vermont (VT). One facility provides inpatient and outpatient rehabilitation medicine and long-term care. The Health System also operates multiple physician practices, a nursing home and a home health and hospice service. The Health System operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, MHMH, DHC, NLH, Cheshire, and APD are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). MAHHC and VNH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

Fiscal year 2017 includes a full year of operations of D-HH, D-H, NLH, MAHHC, Cheshire, APD and VNH. Fiscal year 2016 includes a full year of operations of D-HH, D-H, NLH, MAHHC and Cheshire, four months of operations of APD and no activity for VNH.

Community Benefits

The mission of the Health System is to advance health through clinical practice and community partnerships, research and education, providing each person the best care, in the right place, at the right time, every time.

Consistent with this mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System also seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

The Heatth System files annual Community Benefits Reports with the State of NH which outlines the community and charitable benefits it provides. VT hospitals are not required by law to file a state community benefit report. The categories used in the Community Benefit Reports to summarize these benefits are as follows:

Community health services include activities carried out to improve community health and . could include community health education (such as lectures, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).

- Subsidized health services are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available to participate unless the responsibility was assumed by the government.
- Research support and other grants represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System.
- Community health-related initiatives occur outside of the organization(s) through various financial contributions of cash, in-kind, and grants to local organizations.
- Community-building activities include cash, in-kind donations, and budgeted expenditures for the development of programs and partnerships intended to address social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement. Community benefit operations includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.
- Charity care (financial assistance) represents services provided to patients who cannot afford healthcare services due to inadequate financial resources which result from being uninsured or underinsured. For the years ended June 30, 2017 and 2016, the Health System provided financial assistance to patients in the amount of approximately \$29,934,000 and \$30,637,000, respectively, as measured by gross charges. The estimated cost of providing this care for the years ended June 30, 2017 and 2016 was approximately \$12,173,000 and \$12,257,000, respectively. The estimated costs of providing charity care services are determined applying a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of costs to charges is calculated using total expenses, less bad debt, divided by gross revenue.
- Government-sponsored healthcare services are provided to Medicaid and Medicare patients at reimbursement levels that are significantly below the cost of the care provided.
- The uncompensated cost of care for Medicaid patients reported in the unaudited Community Benefits Reports for 2016 was approximately \$124,371,000. The 2017 Community Benefits Reports are expected to be filed in February 2018.

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2016:

(Unaudited, in thousands of dollars)

| Government-sponsored healthcare services | \$ 281,014 |
|------------------------------------------|---------------|
| | 32,561 |
| Health professional education | 25,846 |
| Subsidized health services | 10,769 |
| Charity care | • |
| Community health services | 5,701 |
| Research | 3,417 |
| Financial contributions | 1,792 |
| | 1,789 |
| Community building activities | 1,107 |
| Community benefit operations | |
| Total community benefit value | \$ 363,996 |

The Health System also provides a significant amount of uncompensated care to its patients that are reported as provision for bad debts, which is not included in the amounts reported above. During the years ended June 30, 2017 and 2016, the Health System reported a provision for bad debt expense of approximately \$63,645,000 and \$55,121,000, respectively.

Summary of Significant Accounting Policies 2.

Basis of Presentation

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954 Healthcare Entities (ASC 954), which addresses the accounting for healthcare entities. In accordance with the provisions of ASC 954, net assets, revenue, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, unrestricted net assets are amounts not subject to donor-imposed stipulations and are available for operations. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The most significant areas that are affected by the use of estimates include the allowance for estimated uncollectible accounts and contractual allowances, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results may differ from those estimates.

Excess (Deficiency) of Revenue over Expenses

The consolidated statements of operations and changes in net assets include the excess (deficiency) of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on unrestricted investments, which are utilized to provide charity and other operational support. Peripheral activities, including unrestricted contribution income from acquisitions, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as nonoperating gains (losses).

Changes in unrestricted net assets which are excluded from the excess (deficiency) of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets), change in funded status of pension and other postretirement benefit plans, and the effective portion of the change in fair value of interest rate swaps.

Charity Care and Provision for Bad Debts

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. Additions to the allowance for uncollectible accounts are made by means of the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance and subsequent recoveries are added. The amount of the provision for bad debts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 4).

Net Patient Service Revenue

Net patient service revenue is reported at the estimated net realizable amounts from patients, third party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and bad debt expense. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 4).

Contracted Revenue

The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

Other Revenue

The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. This revenue includes retail pharmacy, joint operating agreements, grant revenue, cafeteria sales, meaningful use incentive payments and other support service revenue.

Cash Equivalents

Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors.

Investments and Investment Income

Investments in equity securities with readily determinable fair values, mutual funds and pooled/comingled funds, and all investments in debt securities are considered to be trading securities reported at fair value with changes in fair value included in the excess (deficiency) of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 7).

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the excess (deficiency) of revenues over expenses. All investments, whether held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet dates on a nondistressed basis.

Certain affiliates of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated and restricted assets were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on unrestricted investments, change in value of equity method investments, interest, and dividends) are included in the excess (deficiency) of revenue over expenses and classified as nonoperating gains and losses, unless the income or loss is restricted by donor or law (Note 9).

Fair Value Measurement of Financial Instruments

The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.
- Level 2 Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.
- Level 3 Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

The carrying amount of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximates fair value due to the short maturity of these instruments.

Property, Plant, and Equipment

Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements. 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to 10 years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

Gifts of capital assets such as land, buildings, or equipment are reported as unrestricted support, and excluded from the excess (deficiency) of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of capital assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire capital assets are reported as restricted support. Absent explicit donor stipulations about how long those capital assets must be maintained, expirations of donor restrictions are reported when the donated or acquired capital assets are placed in service.

Bond Issuance Costs

Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within depreciation and amortization in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

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Trade Names

The Health System records trade names as intangible assets within other assets on the consolidated statements of financial position. The Health System considers trade names to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded \$2,700,000 as intangible assets associated with its affiliations as of June 30, 2017 and 2016. There were no impairment charges recorded for the years ended June 30, 2017 and 2016.

Derivative Instruments and Hedging Activities

The Health System applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which require that all derivative instruments be recorded at their respective fair values in the consolidated balance sheets.

On the date a derivative contract is entered into, the Health System designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, the Health System formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness. This process includes linking cash-flow hedges to specific assets and liabilities on the consolidated balance sheets, specific firm commitments or forecasted transactions. The Health System also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in variability of cash flows of hedged items. Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in unrestricted net assets until earnings are affected by the variability in cash flows of the designated hedged item. The ineffective portion of the change in fair value of a cashflow hedge is reported in excess (deficiency) of revenue over expenses in the consolidated statements of operations and changes in net assets.

The Health System discontinues hedge accounting prospectively when it is determined: (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item; (b) the derivative expires or is sold, terminated, or exercised; (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur; (d) a hedged firm commitment no longer meets the definition of a firm commitment; and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate.

In all situations in which hedge accounting is discontinued, the Health System continues to carry the derivative at its fair value on the consolidated balance sheets and recognizes any subsequent changes in its fair value in excess (deficiency) of revenue over expenses.

Gifts and Bequests

Unrestricted gifts and bequests are recorded net of related expenses as nonoperating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported as either temporarily or permanently restricted if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU 2014-09 - *Revenue from Contracts with Customers* at the conclusion of a joint effort with the International Accounting Standards Board to create common revenue recognition guidance in accordance with accounting principles generally accepted in the United States of America and international accounting standards. This framework ensures that entities appropriately reflect the consideration to which they expect to be entitled in exchange for goods and services, by allocating transaction price to identified performance obligations, and recognizing that revenue as performance obligations are satisfied. Qualitative and quantitative disclosures will be required to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The original standard was effective for fiscal years beginning after December 15, 2016; however, in July 2015, the FASB approved a one-year deferral of this standard, with a new effective date for fiscal years beginning after December 15, 2017 or fiscal year 2019 for the Health System. The Health System is evaluating the impact this will have on the consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03 - *Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs*, which requires all costs incurred to issue debt to be presented in the balance sheet as a direct deduction from the carrying value of the associated debt liability. The Health System implemented the new standard during the year ended June 30, 2017 and reclassified \$3,933,000 as of June 30, 2016, to conform to the 2017 presentation.

In February 2016, the FASB issued ASU 2016-02 - *Leases*, which requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, on its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal years beginning after December 15, 2018, or fiscal year 2020 for the Health System. Early adoption is permitted once ASU 2014-09 has been adopted. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01- Recognition and Measurement of Financial Assets and Financial Liabilities, which address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. This guidance allows an entity to choose, investment-by-investment, to report an equity investment that neither has a readily determinable fair value, nor qualifies for the practical expedient for fair value estimation using NAV, at its cost minus impairment (if any), plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issue. Impairment of such investments must be assessed qualitatively at each reporting period. Entities must disclose their financial assets and liabilities by measurement category and form of asset either on the face of the balance sheet or in the accompanying notes. The ASU is effective for annual reporting periods beginning after December 15, 2018 or fiscal year 2020 for the Health System. The provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) may be early adopted. The Health System implemented this aspect of the new standard during the year ended June 30, 2017.

In August 2016, the FASB issued ASU 2016-14 - Presentation of Financial Statements for Not-for-Profit Entities, which makes targeted changes to the not-for-profit financial reporting model. Under the new ASU, net asset reporting will be streamlined and clarified. The existing three-category classification of net assets will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment have also been simplified and clarified. New disclosures will highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. Not-for-profits will continue to have flexibility to decide whether to report an operating subtotal and if so, to self-define what is included or excluded. However, transparent disclosure must be provided if the operating subtotal includes internal transfers made by the governing board. The ASU also imposes several new requirements related to reporting expenses, including providing information about expenses by their natural classification. The ASU is effective for fiscal years beginning after December 15, 2017 or fiscal year 2019 for the Health System and early adoption is permitted. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

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Reclassifications

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Certain amounts in the 2016 consolidated financial statements have been reclassified to conform to the 2017 presentation.

3. Acquisitions

Effective July 1, 2016, D-HH became the sole corporate member of VNH through an affiliation agreement. VNH is a not-for-profit corporation organized in VT providing home health, hospice and community based services to residents of NH and VT.

In accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, The Health System recorded contribution income of approximately \$20,348,000, reflecting the fair value of the contributed net assets of VNH, on the transaction date. Of this amount \$20,215,000 represents unrestricted net assets and is included as a nonoperating gain in the accompanying consolidated statement of operations. Restricted contribution income of \$103,000 and \$30,000 was recorded within temporarily and permanently restricted net assets, respectively in the accompanying consolidated statement of changes in net assets. No consideration was exchanged for the net assets contributed and acquisition costs were expensed as incurred.

The fair value of assets, liabilities, and net assets contributed by VNH at July 1, 2016 were as follows:

(in thousands of dollars)

| Assets Cash and cash equivalents Patient accounts receivable, net Property, plant, and equipment, net Other assets Total assets acquired | \$ 3,56 4,10 43 15,32 \$ 23,43 | 07 36 23 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------|
| Liabilities Accounts payable and accrued expenses Accrued compensation and related benefits Other liabilities Total liabilities assumed | \$ 1,15 1,00 3,00 | 08 80_ |
| Net Assets Unrestricted Temporarily restricted Permanently restricted Total net assets Total liabilities and net assets | • | 03 <u>30</u> 48 |

A summary of the financial results of VNH included in the consolidated statement of operations and changes in net assets for the period from the date of acquisition (July 1, 2016) through June 30, 2017 is as follows:

(in thousands of dollars)

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| Total operating revenues | \$ 22,964 22,707 |
|----------------------------------------------------------------------------------------|------------------------|
| Total operating expenses Operating gain | 257 |
| Nonoperating gains | 2,604 |
| Excess of revenue over expenses Net assets transferred to affiliate | 20,348 |
| Changes in temporarily and permanently restricted net assets Increase in net assets | \$ (103) 23,106 |

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A summary of the consolidated financial results of the Health System for the year ended June 30, 2016 as if the transaction had occurred on July 1, 2015 are as follows (unaudited):

(in thousands of dollars)

| Total operating revenues | \$ 1,813,935 1,852,896 |
|-----------------------------------------------------------------------------------------------|------------------------------|
| Total operating expenses Operating loss | (38,961) |
| Nonoperating gains | (5,953) |
| (Deficiency) of revenue over expenses | (44,914) |
| Net assets released from restriction used for capital purchases | 3,248 |
| Change in funded status of pension and other post retirement benefits | (66,541) |
| Other changes in net assets | (5,873) |
| Change in fair value on interest rate swaps (Decrease) increase in unrestricted net assets | \$ (114,080) |

4. Patient Service Revenue and Accounts Receivable

Patient service revenue is reported net of contractual allowances and the provision for bad debts as follows for the years ended June 30, 2017 and 2016:

| (in thousands of dollars) | 2017 | 2016 |
|-----------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------------|
| Gross patient service revenue Less: Contractual allowances Provision for bad debt | \$ 4,865,332 3,006,140 63,645_ | \$ 4,426,305 2,737,030 <u>55,121</u> |
| Net patient service revenue | \$ 1,795,547 | \$ 1,634,154 |

Accounts receivable are reduced by an allowance for estimated uncollectibles. In evaluating the collectability of accounts receivable, the Health System analyzes past collection history and identifies trends for several categories of self-pay accounts (uninsured, residual balances, pre-collection accounts and charity) to estimate the appropriate allowance percentages in establishing the allowance for bad debt expense. Management performs collection rate look-back analyses on a quarterly basis to evaluate the sufficiency of the allowance for estimated uncollectibles. Throughout the year, after all reasonable collection efforts have been exhausted, the difference between the standard rates and the amounts actually collected, including contractual adjustments and uninsured discounts, will be written off against the allowance for estimated uncollectibles. In addition to the review of the categories of revenue, management monitors the write offs against established allowances as of a point in time to determine the appropriateness of the underlying assumptions used in estimating the allowance for estimated uncollectibles.

Accounts receivable, prior to adjustment for estimated uncollectibles, are summarized as follows at June 30, 2017 and 2016:

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| (in thousands of dollars) | 2017 | | 2016 |
|-------------------------------------------------------------|----------------------------------|-----|-----------------------------|
| Receivables Patients Third-party payors Nonpatient | \$ 90,786 263,240 4,574 | \$ | 126,320 244,716 8,355 |
| Holphion | \$ 358,600 | \$` | 379,391 |

The allowance for estimated uncollectibles is \$121,340,000 and \$118,403,000 as of June 30, 2017 and 2016.

The following table categorizes payors into five groups and their respective percentages of gross patient service revenue for the years ended June 30, 2017 and 2016:

| | 2017 | 2016 |
|-------------------------------|-------|-------|
| Madianna | 43 % | 42 % |
| Medicare Anthem/blue cross | 18 | 19 |
| Commercial insurance | 20 | 22 |
| | 13 | 14 |
| Medicaid | 6 | 3 |
| Self-pay/other | 100 % | 100 % |

The Health System has agreements with third-party payors that provide for payments at amounts different from their established rates. A summary of the acute care payment arrangements in effect during the years ended June 30, 2017 and 2016 with major third-party payors follows:

Medicare

The Health System's inpatient acute care services provided to Medicare program beneficiaries are paid at prospectively determined rates-per-discharge. These rates vary according to a patient classification system that is based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system. Under the system, outpatient services are reimbursed based on a pre-determined amount for each outpatient procedure, subject to various mandated modifications. The Health System is reimbursed during the year for services to Medicare beneficiaries based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subsequent audit of this report by the Medicare fiscal intermediary.

Certain of the Health System's affiliates qualify as Critical Access Hospitals (CAH), which are reimbursed by Medicare at 101% (subject to sequestration of 2%) of reasonable costs for its inpatient acute, swing bed, and outpatient services, excluding ambulance services and inpatient hospice care. They are reimbursed at an interim rate for cost based services with a final settlement determined by the Medicare Cost Report filing. Medicare reimburses nursing home and rehabilitation services based on an acuity driven prospective payment system with no retrospective settlement.

Medicaid

The Health System's payments for inpatient services rendered to NH Medicaid beneficiaries are based on a prospective payment system, while outpatient services are reimbursed on a retrospective cost basis or fee schedules. NH Medicaid Outpatient Direct Medical Education costs are reimbursed, as a pass-through, based on the filing of the Medicare cost report. Payment for inpatient and outpatient services rendered to VT Medicaid beneficiaries are based on prospective payment systems and the skilled nursing facility is reimbursed on a prospectively determined per diem rate.

During the years ended June 30, 2017 and 2016, the Health System recorded State of NH Medicaid Enhancement Tax (MET) and State of VT Provider Tax of \$65,069,000 and \$58,565,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain net patient revenues in accordance with instructions received from the States. The provider taxes are included in operating expenses in the consolidated statements of operations and changes in net assets.

During fiscal year 2016, Vermont state legislation passed changes to the tax base for home health providers from 19.30% of core home health care services (primarily Medicaid services) with a cap of 6% of net patient service revenue to 3.63% of net patient revenue for fiscal year 2017 and fiscal year 2018. Home health provider tax paid, which is included in other operating expenses, was \$645,000 and \$528,000 in 2017 and 2016, respectively.

On June 30, 2014, the NH Governor signed into law a bi-partisan legislation reflecting an agreement between the State of NH and 25 NH hospitals on the Medicaid Enhancement Tax "SB 369". As part of the agreement the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, and the State Rate Litigation. As part of the Medicaid Enhancement Tax Agreement effective July 1, 2014, a "Trust / Lock Box" dedicated fund mechanism will be established for receipt and distribution of all MET proceeds with all monies used exclusively to support Medicaid services. During the years ended June 30, 2017 and 2016, the Health System received disproportionate share hospital (DSH) payments of approximately \$59,473,000 and \$56,718,000, respectively which is included in net patient service revenue in the consolidated statement of operations and changes in net assets.

The Health Information Technology for Economic and Clinical Health (HITECH) Act included in the American Recovery and Reinvestment Act (ARRA) provides incentives for the adoption and use of health information technology by Medicare and Medicaid providers. The Health System has recognized other revenue of \$1,156,000 and \$2,330,000 in meaningful use incentives for both the Medicare and VT Medicaid programs during the years ended June 30, 2017 and 2016, respectively.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with laws and regulations can be subject to future government review and interpretation as well as significant regulatory action; failure to comply with such laws and regulations can result in fines, penalties and exclusion from the Medicare and Medicaid programs.

Other

For services provided to patients with commercial insurance, the Health System receives payment for inpatient services at prospectively determined rates-per-discharge, prospectively determined per diem rates or a percentage of established charges. Outpatient services are reimbursed on a fee schedule or at a discount from established charges.

Nonacute and physician services are paid at various rates under different arrangements with governmental payors, commercial insurance carriers and health maintenance organizations. The basis for payments under these arrangements includes prospectively determined per visit rates, discounts from established charges, fee schedules, and reasonable cost subject to limitations.

The Health System has provided for its estimated final settlements with all payors based upon applicable contracts and reimbursement legislation and timing in effect for all open years (2011 - 2015). The differences between the amounts provided and the actual final settlement, if any, is recorded as an adjustment to net patient service revenue as amounts become known or as years are no longer subject to audits, reviews and investigations. During 2017 and 2016, changes in prior estimates related to the Health System's settlements with third-party payors resulted in increases (decreases) in net patient service revenue of \$2,000,000 and \$(859,000) respectively, in the consolidated statements of operations and changes in net assets.

5. Investments

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The composition of investments at June 30, 2017 and 2016 is set forth in the following table:

| (in thousands of dollars) | 2017 | 2016 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Assets limited as to use Internally designated by board Cash and short-term investments U.S. government securities Domestic corporate debt securities Global debt securities Domestic equities International equities Emerging markets equities Reat Estate Investment Trust Private equity funds Hedge funds | \$ 9,923 44,835 100,953 105,920 129,548 95,167 33,893 791 39,699 30,448 | \$ 12,915 33,578 65,610 119,385 100,009 61,768 34,282 432 33,209 52,337 |
| Investments held by captive insurance companies (Note 12) U.S. government securities Domestic corporate debt securities Global debt securities Domestic equities International equities | 591,177 18,814 21,681 5,707 9,048 13,888 69,138 | 513,525 22,484 29,123 5,655 7,830 11,901 76,993 |
| Held by trustee under indenture agreement (Note 10) Cash and short-term investments Total assets limited as to use | \$ 2,008 | \$ 1,950 592,468 |

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Dartmouth-Hitchcock Health and Subsidiaries Consolidated Notes to Financial Statements June 30, 2017 and 2016

| (in thousands of dollars) | 2017 | | | 2016 | | |
|--------------------------------------------------------------------------------------------|------|----------------------------|----|-----------------------|--|--|
| Other investments for restricted activities Cash and short-term investments | \$ | 5,467 | \$ | 12,219 21,351 | | |
| U.S. government securities Domestic corporate debt securities Global debt securities | | 28,096 27,762 14,560 | | 33,203 20,808 | | |
| Domestic equities International equities | | 18,451 15,499 | | 19,215 13,986 | | |
| Emerging markets equities Real Estate Investment Trust | | 3,249 790 3,949 | | 4,887 470 4,780 | | |
| Private equity funds Hedge funds Other | | 6,676 <u>30</u> | | 11,087 | | |
| Total other investments for restricted activities | \$ | 124,529 | \$ | 142,036 | | |

Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used when debt securities or equity securities are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a nondistressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2017 and 2016. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

| (in thousands of dollars) | | • | | | |
|------------------------------------|----|-----------|---------------|----|---------|
| (in mousands of condits) | F | air Value | Equity | | Total |
| Cash and short-term investments | \$ | 17,398 | \$ - | \$ | 17,398 |
| U.S. government securities | | 91,745 | - | | 91,745 |
| Domestic corporate debt securities | | 121,631 | 28,765 | | 150,396 |
| Global debt securities | | 45,660 | 80,527 | | 126,187 |
| Domestic equities | | 144,618 | 12,429 | | 157,047 |
| International equities | | 29,910 | 94,644 | | 124,554 |
| Emerging markets equities | | 1.226 | 35,916 | | 37,142 |
| Real Estate Investment Trust | | 128 | 1,453 | | 1,581 |
| | | • | 43,648 | | 43,648 |
| Private equity funds | | - | 37,124 | | 37,124 |
| Hedge funds Other | | 30 | | | 30 |
| | \$ | 452,346 | \$ 334,506 | \$ | 786,852 |

Dartmouth-Hitchcock Health and Subsidiaries Consolidated Notes to Financial Statements June 30, 2017 and 2016

| | 2016 | | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------|---------|----------------------------------------------------------------------------|----|--------------------------------------------------------------------------------------------------|--|--|--|
| (in thousands of dollars) | F | air Value | <u></u> | Equity | - | Total | | | |
| Cash and short-term investments U.S. government securities Domestic corporate debt securities Global debt securities Domestic equities International equities Emerging markets equities Real estate investment trust Private equity funds | \$ | 27,084 77,413 101,271 40,356 115,082 23,271 331 20 | \$ | 26,665 105,492 11,972 64,384 38,838 882 37,989 63,424 | \$ | 27,084 77,413 127,936 145,848 127,054 87,655 39,169 902 37,989 63,424 | | | |
| Hedge funds Other | | 30 | | - | | | | | |
| | \$ | 384,858 | \$ | 349,646 | \$ | 734,504 | | | |

Investment income (losses) is comprised of the following for the years ended June 30, 2017 and 2016:

| (in thousands of dollars) | 2017 | 2016 |
|---------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------|
| Unrestricted | \$ 4,418 | \$ 5,088 |
| Interest and dividend income, net | 16,868 | (1,223) |
| Net realized gains (losses) on sales of securities | 30,809 | (22,980) |
| Change in net unrealized gains on investments | 52,095 | (19,115) |
| Temporarily restricted | 1,394 | 536 |
| Interest and dividend income, net | 283 | (18) |
| Net realized gains (losses) on sales of securities | <u>3,775</u> | (1,674) |
| Change in net unrealized gains on investments | <u>5,452</u> | (1,156) |
| Permanently restricted Change in net unrealized gains (losses) on beneficial interest in trust | 245 245 \$ 57,792 | (219) (219) \$ (20,490) |

For the years ended June 30, 2017 and 2016 unrestricted investment income (losses) is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately \$1,039,000 and \$988,000 and as nonoperating gains (losses) of approximately \$51,056,000 and (\$20,103,000), respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2017 and 2016, the Health System has committed to contribute approximately \$119,719,000 and

\$116,851,000 to such funds, of which the Health System has contributed approximately \$81,982,000 and \$80,019,000 and has outstanding commitments of \$37,737,000 and \$36,832,000, respectively.

6. Property, Plant, and Equipment

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Property, plant, and equipment are summarized as follows at June 30, 2017 and 2016:

| (in thousands of dollars) | 2017 | | 2016 |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------|----|--------------------------------------------------|
| Land Land improvements Buildings and improvements Equipment Equipment under capital leases | \$ 38,058 37,579 818,831 766,667 20,495 | \$ | 33,004 36,899 801,840 744,443 20,823 |
| | 1,681,630 | _ | 1,637,009 |
| Less: Accumulated depreciation and amortization Total depreciable assets, net | <u>1,101,058</u> 580,572 | | 1,046,617 590,392 |
| Construction in progress | 29,403 | | 22,172 |
| ••• | \$ 609,975 | \$ | 612,564 |

As of June 30, 2017 construction in progress primarily consists of the construction of the Hospice & Palliative Care Center and APD's medical office building, both in Lebanon, NH. The estimated cost to complete these projects at June 30, 2017 is \$7,335,000 and \$9,381,000, respectively.

The construction in progress for the Borwell building reported as of June 30, 2016 was completed during the first quarter of fiscal year 2017 and the building addition for New London at the Newport Health Center was completed in the second quarter of fiscal year 2017.

Depreciation and amortization expense included in operating and nonoperating activities was approximately \$84,711,000 and \$81,138,000 for 2017 and 2016, respectively.

Fair Value Measurements 7.

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

Cash and Short-Term Investments

Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution.

Domestic, Emerging Markets and International Equities

Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

U.S. Government Securities, Domestic Corporate and Global Debt Securities

Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

Interest Rate Swaps

The fair value of interest rate swaps, are determined using the present value of the fixed and floating legs of the swaps. Each series of cash flows are discounted by observable market interest rate curves and credit risk.

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although management believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Dartmouth-Hitchcock Health and Subsidiaries Consolidated Notes to Financial Statements June 30, 2017 and 2016

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2017 and 2016:

| | | | | | | 20 | 17 | | | |
|---------------------------------------------|-----------|---------|---|---------|----|---------|-----|---------|------------------------------|-----------------|
| | | ·· | | | | | | Total | Redemption or Liquidation | Days' Notice |
| (in thousands of dollars) | | Level 1 | | Lavel 2 | | Level 3 | | TOUR | of Eidengegou | |
| Assets | | | | | | | | | | |
| Investments | s | 17.398 | ¢ | - | \$ | - | s | 17,398 | Daily | 1 |
| Cash and short term investments | ð | 91.745 | • | - | • | - | · | 91,745 | Daily | 1 |
| U.S. government securities | | 66,238 | | 55,393 | | - | | 121,631 | Daily-Monthly | 1–15 |
| Domestic corporate debt securities | | 28,142 | | 17,518 | | | | 45,660 | Daily-Monthly | 1-15 |
| Global debt securities | | 144,618 | | | | - | | 144,618 | Daily-Monthly | 1–10 |
| Domestic equilies | | 29.870 | | 40 | | - | | 29,910 | Daily-Monthly | 1–11 |
| International equities | | 1,226 | | - | | - | | 1,226 | Daily-Monthly | 1-7 |
| Emerging market equitles | | 128 | | - | | - | | 128 | Daily-Monthly | 1–7 |
| Real estate investment trust | | - | | 30 | | . • | | 30 | Not applicable | Not applicable |
| Other Total Investments | _ | 379,385 | _ | 72,981 | _ | | | 452,348 | | |
| Deferred compensation plan assets | | | | | | | | | | |
| Cash and short-term investments | | 2,633 | | - | | - | | 2,633 | | |
| U.S. government securities | | 37 | | - | | - | | 37 | | |
| Domestic corporate debt securities | | 8,802 | | - | | • | | 8,802 | | |
| Global debt securities | | 1,095 | | - | | • | | 1,095 | | |
| | | 28,609 | | - | | - | | 28,609 | | |
| Domestic equities International equities | | 9,595 | | - | | - | | 9,595 | | |
| Emerging market equities | | 2,708 | | - | | - | | 2,706 | | |
| Real estate | | 2,112 | | • | | - | | 2,112 | | |
| Multi strategy fund | | 13,083 | | - | | - | | 13,083 | | |
| Guaranteed contract | | - | | - | | 83 | | 83 | - | |
| Total deferred compensation plan assets | _ | 68,672 | | | | 83 | | 68,755 | | Not applicable |
| Beneficial interest in trusts | _ | | | | | 9,244 | | 9,244 | _ | Not applicable |
| Total assets | <u>\$</u> | 448,037 | | 72,981 | | 9,327 | - 1 | 530,345 | - | |
| Lizbilities | | _ | 5 | 20.916 | s | - | | 20,916 | Not applicable | Not applicable |
| Interest rate swaps | <u>*</u> | | | | | | | 20,918 | - | |
| Total liabilities | <u> </u> | | | 20,916 | | | | 20,010 | - | |

Dartmouth-Hitchcock Health and Subsidiaries Consolidated Notes to Financial Statements

June 30, 2017 and 2016

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|-----------------------------------------|----|---------|----|----------|----|---------|-------------|-------------------|------------------------------|-----------------|
| (in thousands of dollars) | 1 | Level 1 | | Level 2 | | Level 3 | | Total | Redemption or Liquidation | Days' Notice |
| Assets | | | | | | | | | | |
| Investments | | | | | | | | | Daily | 1 |
| Cash and short term investments | \$ | 27,084 | \$ | - | \$ | • | - \$ | 27,084 | Daily | 1 |
| U.S. government securities | | 77,413 | | | | - | | | Daily-Monthly | 1-15 |
| Domestic corporate debt securities | | 27,628 | | 73,645 | | - | | 101,271 40,356 | Daily-Monthly | 1-15 |
| Global debt securities | | 23,103 | | 17,253 | | - | | | Daily-Monthly | 1-10 |
| Domestic equities | | 115,082 | | - | | - | | 115,082 | Daily-Monthly | 1-11 |
| International equities | | 23,271 | | - | | - | | 23,271 | | 1-7 |
| Emerging market equilies | | 331 | | - | | - | | 331 20 | Daily-Monthly | 1-7 |
| Real estate investment trust | | 20 | | - | | - | , | | | • • |
| Other | | - | | 30 | | | | | Not applicable | Not applicable |
| Total investments | | 293,930 | | 90,928 | | | | 384,858 | | |
| Deferred compensation plan assets | | | _ | | | | | ÷ | | |
| Cash and short-term investments | | 2,478 | | - | | • | • | 2,478 | | |
| U.S. government securities | | 30 | | - | | • | • | 30 | | |
| Domestic corporate debt securities | | 6,710 | | - | | | • | 6,710 | | |
| Global debt securities | | 794 | | - | | - | • | 794 | | |
| Domestic equities | | 23,502 | | - | | | • | 23,502 | | |
| International equilies | | 8,619 | | - | | | • | 8,619 | | |
| Emerging market equities | | 2,113 | | - | | | • | 2,113 | | |
| Real estate | | 2,057 | | 、- | | | - | 2,057 | | |
| Multi strategy fund | | 9,188 | | - | | | • | 9,168 | | |
| Guaranteed contract | | | | <u> </u> | | 80 | <u> </u> | 80 | - | |
| Total deferred compensation plan assets | | 55,491 | | | | 80 |) | 55,571 | Not applicable | Not applicabl |
| Baneficial interest in trusts | | - | | | | 9,08 | 7 | 9,087 | Not applicable | Not applicable |
| Total assets | 5 | 349,421 | \$ | 90,928 | \$ | 9,16 | 7 | <u>\$ 449,516</u> | - | |
| Liabilities | | | _ | | | | | | | |
| Interest rate swaps | \$ | | \$ | 28,917 | \$ | | <u>.</u> | <u>\$ 28,917</u> | Not applicable | Not applicab |
| Total liabilities | ÷ | | 5 | 28,917 | 5 | | • | \$ 28,917 | | |

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The following table is a rollforward of the statements of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

| (in thousands of dollars) | Int Pe | neficial erest in rpetual Trust | | ranteed ntract | Total | | |
|-----------------------------------|-----------|------------------------------------------|----|-------------------|-----------|-------|--|
| Balances at beginning of year | \$ | 9,087 | \$ | 80 | \$ | 9,167 | |
| Purchases | | - | | - | | - | |
| Sales | | - | | - | | - | |
| Net unrealized gains (losses) | | 157 | | 3 | | 160 | |
| Net asset transfer from affiliate | | | | <u> </u> | | | |
| Balances at end of year | \$ | 9,244 | \$ | 83 | <u>\$</u> | 9,327 | |

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Dartmouth-Hitchcock Health and Subsidiaries Consolidated Notes to Financial Statements June 30, 2017 and 2016

| | | | 2 | 016 | | | | |
|-----------------------------------|-----------|-------------------------------------------|----------------------------|-----|----|-------|--|--|
| (in thousands of dollars) | Int Pe | neficial erest in erpetual Trust | est in etual Guaranteed | | | Total | | |
| Balances at beginning of year | \$ | 9,345 | \$ | 78 | \$ | 9,423 | | |
| Purchases | | - | | - | | - | | |
| Sales | | - | | - 2 | | (256) | | |
| Net unrealized gains (losses) | | (258) | | | | (200) | | |
| Net asset transfer from affiliate | | | | | | 0.167 | | |
| Balances at end of year | \$ | 9,087 | <u>\$</u> | 80 | \$ | 9,167 | | |

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2017 and 2016.

8. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2017 and 2016:

| (in thousands of dollars) | 2017 | | | 2016 | | |
|-------------------------------------------------------------------------------------------------------|------|--------------------------------------------------------|----|------------------------------------------------------|--|--|
| Healthcare services Research Purchase of equipment Charity care Health education Other | \$ | 32,583 25,385 3,080 13,814 17,489 2,566 | \$ | 44,561 16,680 2,826 1,543 8,518 1,603 | | |
| | \$ | 94,917 | \$ | 75 <u>,</u> 731 | | |

Permanently restricted net assets consist of the following at June 30, 2017 and 2016:

| (in thousands of dollars) | 2017 | 2016 |
|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------|
| Healthcare services Research Purchase of equipment Charity care Health education Other | \$ 22,916 7,795 6,274 6,895 10,228 <u>57</u> | \$ 32,105 7,767 5,266 2,991 5,408 53 |
| O (lief | \$ 54,165 | \$ 53,590 |

Income earned on permanently restricted net assets is available for these purposes.

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9. Board Designated and Endowment Funds

Net assets include numerous funds established for a variety of purposes including both donorrestricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Unrestricted net assets include funds designated by the Board of Trustees to function as endowments and the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Temporarily restricted net assets include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the temporary restrictions on these funds have been met, the funds are reclassified to unrestricted net assets.

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2017 and 2016.

Endowment net asset composition by type of fund consists of the following at June 30, 2017 and 2016:

| | 2017 | | | | | | | |
|----------------------------------------------------------------------|--------------|-------------|---------------------------|-------------|---------------------------|------------|-------|------------------|
| (in thousands of dollars) | Unrestricted | | Temporarily Restricted | | Permanently Restricted | | Total | |
| Donor-restricted endowment funds Board-designated endowment funds | \$ | - 26,389 | \$ | 29,701 - | \$ | 45,756 | \$ | 75,457 26,389 |
| Total endowed net assets | \$ | 26,389 | \$ | 29,701 | \$ | 45,756 | \$ | 101,846 |

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| | 2016 | | | | | | | |
|----------------------------------------------------------------------|--------------|-------------|---------------------------|--------|---------------------------|---------------------|-------|------------------|
| (in thousands of dollars) | Unrestricted | | Temporarily Restricted | | Permanently Restricted | | Total | |
| Donor-restricted endowment funds Board-designated endowment funds | \$ | ۔ 26.205 | \$ | 25,780 | \$ | .45,402 - | \$ | 71,182 26,205 |
| Total endowed net assets | \$ | 26,205 | \$ | 25,780 | \$ | 45,402 | \$ | 97,387 |

Changes in endowment net assets for the year ended June 30, 2017:

| | | | | 20 | 17 | | |
|----------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------------------|---------------------------------|---------------------------|----------------------------------|---------------------------------------------|
| (in thousands of dollars) | Unrestricted | | Temporarily Restricted | | Permanently Restricted | | Total |
| Balances at beginning of year | \$ | 26,205 | \$ | 25,780 | \$ | 45,402 | \$ 97,387 |
| Net investment return Contributions Transfers Release of appropriated funds Net asset transfer from affiliates | | 283 (99) | | 5,285 210 (26) (1,548) | | 2 300 22 - 30 | 5,570 510 (4) (1,647) <u>30</u> |
| Balances at end of year | \$ | 26,389 | \$ | 29,701 | | 45,756 | \$ 101,846 |
| Balances at end of year Beneficial interest in perpetual trust Permanently restricted net assets | | | | | \$ | 45,756 <u>8,409</u> 54,165 | |

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| | | | 20 | 16 | | | |
|----------------------------------------------------------------------------------|----|------------|------------------------|----|-----------------------|------|------------------------|
| (in thousands of dollars) | Un | restricted | mporarily estricted | | manently estricted | | Total |
| Balances at beginning of year | \$ | 26,405 | \$ 28,296 | \$ | 44,491 | \$ · | 99,192 |
| Net investment return Contributions | | (54) - | (1,477) 271 | | 3 699 | | (1,528) 970 (26) |
| Transfers Release of appropriated funds Net asset transfer from affiliates | | - (146) | (216) (1,094) | | 180 - 29 | | (36) (1,240) 29 |
| Balances at end of year | \$ | 26,205 | \$ 25,780 | | 45,402 | \$ | 97,387 |
| Balances at end of year | | | | | 45,402 | | |
| Beneficial interest in perpetual trust | | | | | 8,188 | | |
| Permanently restricted net assets | | | | \$ | 53,590 | | |

Changes in endowment net assets for the year ended June 30, 2016:

10. Long-Term Debt

A summary of long-term debt at June 30, 2017 and 2016 is as follows:

| (in thousands of dollars) | | 2017 | | 2016 |
|-----------------------------------------------------------------------------------------------------------|----|---------|----|---------------------|
| Variable rate issues New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds | | | | , |
| Series 2015A, principal maturing in varying annual amounts, through August 2031 (2) | \$ | 82,975 | \$ | ⁽ 86,710 |
| Series 2013, principal maturing in varying annual amounts, through August 2043 (10) | | - | | 19,230 |
| Vermont Educational and Health Buildings Financing Agency (VEHFBA) Revenue Bonds | | | | |
| Series 2010A, principal maturing in varying annual amounts, through August 2030 (11) | | - | | 7,881 |
| Fixed rate issues | | | | |
| New Hampshire Health and Education Facilities | | | | |
| Authority Revenue Bonds | | | | |
| Series 2016A, principal maturing in varying annual | | | | |
| amounts, through August 2046 (1) | | 24,608 | | • |
| Series 2016B, principal maturing in varying annual | | | | |
| amounts, through August 2046 (1) | | 10,970 | | - |
| Series 2014A, principal maturing in varying annual amounts, through August 2022 (4) | | 26,960 | | 26,960 |
| Series 2014B, principal maturing in varying annual amounts, through August 2033 (4) | | 14,530 | | 14,530 |
| Series 2012A, principal maturing in varying annual amounts, through August 2031 (5) | | 71,700 | | 72,720 |
| Series 2012B, principal maturing in varying annual amounts, through August 2031 (5) | | 39,340 | | 39,900 |
| Series 2012, principal maturing in varying annual amounts, through July 2039 (9) | | 26,735 | • | 27,490 |
| Series 2010, principal maturing in varying annual amounts, through August 2040 (7) | | 75,000 | | 75,000 |
| Series 2009, principal maturing in varying annual | | 57,540 | | 63,370 |
| amounts, through August 2038 (8) | | 430,358 | | 433,791 |
| Total variable and fixed rate debt | _ | 400,000 | _ | |

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A summary of long-term debt at June 30, 2017 and 2016 is as follows (continued):

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| (in thousands of dollars) | 2017 | 2016 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|
| Other | | |
| Revolving Line of Credit, principal maturing through March 2019 (3) | 49,750 | 49,750 |
| Series 2012, principal maturing in varying annual amounts, through July 2025 (6) | 136,000 | 140,000 |
| Series 2010, principal maturing in varying annual amounts, through August 2040 (12)* Note payable to a financial institution payable in interest free | 15,900 | 16,287 |
| Note payable to a financial institution payable in interest need monthly installments through July 2015; collateralized by associated equipment* Note payable to a financial institution due in monthly interest only payments from October 2011 through September 2012, and | 811 | 313 |
| monthly installments from October 2012 through 2016, including principal and interest at 3.25%; collateralized by savings account* Note payable to a financial institution with entire | - | 2,952 |
| principal due June 2029 that is collateralized by land and building. The note payable is interest free* Mortgage note payable to the US Dept of Agriculture; | 437 | 494 |
| monthly payments of \$10,892 include interest of 2.375% | 2,763 | • |
| through November 2046* | 3,435 | 4,875 |
| Obligations under capital leases | 209,096 | 214,671 |
| Total other debt | 430,358 | 433,791 |
| Total variable and fixed rate debt Total long-term debt | 639,454 | 648,462 |
| Less | 862 | 881 |
| Original issue discount, net | 86∠ 3,832 | 3,933 |
| Bond issuance costs, net | 3,832 18,357 | 18,307 |
| Current portion | \$ 616,403 | \$ 625,341 |
| | a <u>010,403</u> | <u> </u> |

Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years ending June 30 and thereafter are as follows:

| (in thousands of dollars) | | 2017 |
|---------------------------|-----------|---------|
| 0018 | \$ | 18,357 |
| 2018 | | 68,279 |
| 2019 | | 19,401 |
| 2020 | | 19,448 |
| 2021 | | 19,833 |
| 2022 | | 494,136 |
| Thereafter | <u> </u> | |
| | <u>\$</u> | 639,454 |
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Dartmouth-Hitchcock Obligated Group (DHOG) Bonds.

MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of MHMH, DHC, Cheshire, NLH and MAHHC. D-HH is designated as the obligated group agent.

Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal; or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive of which are the Annual Debt Service Coverage Ratio (1.10x) and the Days Cash on Hand Ratio (> 75 days).

(1) Series 2016A and 2016B Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2016A and 2016B in July 2016 through a private placement with a financial institution. The Series 2016A Revenue Bonds were primarily used to refund Series 2013A and Series 2013B and the Series 2016B Revenue Bonds were used to finance 2016 projects. The Series 2016A Revenue Bonds mature in variable amounts through 2046. Interest is equal to the sum of .70 times one month LIBOR plus .70 times the spread. The variable rate as of June 30 2017 was 1.48% The Series 2016B is fixed with an interest rate of 1.78% and matures at various dates through 2046.

(2) Series 2015A Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2015A in September 2015 through a private placement with a financial institution. The Series 2015A Revenue Bonds were primarily used to refinance a portion of the Series 2011 Revenue Bonds and to cover cost of issuance. The Series 2015A Revenue Bonds accrue interest variably and mature at various dates through 2031 based on the one-month London Interbank Offered Rate (LIBOR). The variable rate as of June 30 2017 was 1.51%

(3) Revolving Line of Credit

Through the DHOG, entered into Revolving Line of Credit TD Bank, N.A. (TD Bank). Interest on the TD Bank loan accrues variably and matures at various dates through March 2019. The variable rate as of June 30 2017 was 1.63%

(4) Series 2014A and Series 2014B Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

(5) Series 2012A and 2012B Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2012A and Series 2012B in November 2012. The proceeds from the Series 2012A and 2012B were used to advance refund the Series 2002 Revenue Bonds and to cover cost of issuance. Interest on the 2012A Revenue Bonds is fixed with an interest rate of 2.29% and matures at various dates through 2031. Interest on the Series 2012B Revenue Bonds is fixed with an interest rate of 2.33% and matures at various dates through 2031.

(6) Series 2012 Bank Loan

Through the DHOG, issued the Bank of America, N.A. Series 2012 note, in July 2012. The proceeds from the Series 2012 note were used to prefund the D-H defined benefit pension plan. Interest on the Series 2012 note accrues at a fixed rate of 2.47% and matures at various dates through 2025.

(7) Series 2010 Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2010, in June 2010. The proceeds from the Series 2010 Revenue Bonds were primarily used to construct a 140,000 square foot ambulatory care facility in Nashua, NH as well as various equipment. Interest on the bonds accrue at a fixed rate of 5.00% and mature at various dates through August 2040.

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(8) Series 2009 Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2009, in August 2009. The proceeds from the Series 2009 Revenue Bonds were primarily used to advance refund the Series 2008 Revenue Bonds. Interest on the Series 2009 Revenue Bonds accrue at varying fixed rates between 5.00% and 6.00% and mature at various dates through August 2038.

(9) Series 2012 Revenue Bonds

Issued through the NHHEFA \$29,650,000 of tax-exempt Revenue Bonds Series 2012. The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds are collateralized by an interest in its gross receipts under the terms of the bond agreement. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%). Principal is payable in annual installments ranging from \$780,000 to \$1,750,000 through July 2039.

(10) Series 2013 Revenue Bonds

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Issued through the NHHEFA \$15,520,000 tax exempt Revenue Bonds Series 2013A. The Series 2013A funds were used to refund Series 2007 Revenue Bonds. Additional borrowings were obtained (up to \$9,480,000 Revenue Bonds, Series 2013B) for the construction of a new health center building in Newport, NH. The bonds are collateralized by the gross receipts and property. The bonds mature in variable amounts through 2043, the maturity date of the bonds, but are subject to mandatory tender in ten years. Interest is payable monthly and is equal to the sum of .72 times the Adjusted LIBOR Rate plus .72 times the credit spread rate. As part of the bond refinancing, the swap arrangement was effectively terminated for federal tax purposes with

respect to the Series 2007 Revenue Bonds but remains in effect. These bonds were paid with the proceeds of the Series 2016A Revenue Bonds.

(11) Series 2010A Revenue Bonds

Issued through the VEHBFA \$9,244,000 of Revenue Bonds Series 2010A. The funds were used to refund 2004 and 2005 Series A Bonds. The bonds are collateralized by gross receipts. The bonds shall bear interest at the one-month LIBOR rate plus 3.50%, multiplied by 6% adjusting monthly. The bonds were purchased by TD Bank on March 1, 2010. Principal payments began on April 1, 2010 for a period of 20 years ranging in amounts from \$228,000 in 2014 to \$207,000 in 2030. These bonds were refunded in July 2016.

Outstanding joint and several indebtedness of the DHOG at June 30, 2017 and 2016 approximates \$616,108,000 and \$568,940,000, respectively.

Non Obligated Group Bonds

(12) Series 2010 Revenue Bonds

Issued through the Business Finance Authority (BFA) of the State of NH. Interest is based on an annual percentage rate equal to the sum of (a) 69% of the 1-Month LIBOR rate plus (b) 1.8975/5. APD may prepay certain of these bonds according to the terms of the loan and trust agreement. The bonds are redeemable at any time by APD at par value plus any accrued interest. The bonds are also subject to optional tender for purchase (as a whole) in November 2020 at par plus accrued interest.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately \$2,008,000 and \$1,950,000 at June 30, 2017 and 2016, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets.

For the years ended June 30, 2017 and 2016 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately \$19,838,000 and \$19,301,000 and is included in other nonoperating losses of \$3,135,000 and \$3,201,000, respectively.

Swap Agreements

The Health System is subject to market risks such as changes in interest rates that arise from normal business operation. The Health System regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks. The Health System has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes.

A summary of the Health System's derivative financial instruments is as follows:

• A Fixed Payor Swap designed as a cash flow hedge of the NHHEFA Series 2011 Revenue Bonds. The Swap had an initial notional amount of \$91,040,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 4.56% in exchange for the counterparty's payment of 67% of USD-LIBOR-BBA. The Swap's term matches that of the associated bonds. The 2011 interest rate swap was not integrated with the 2011 bonds. When the 2011 bonds were refinanced, the swap became associated with the 2015 bond.

- An Interest Rate Swap to hedge the interest rate risk associated with the NHHEFA Series 2013 Revenue Bonds. The Swap had an initial notional amount of \$15,000,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 3.94% in exchange for the counterparty's payment at 67% of USD-LIBOR-BBA. The Swap term matches that of the associated bonds.
- An Interest Rate Swap to hedge the interest rate risk associated with the VEHFBA Series 2010A Revenue Bonds. The Swap had an initial notional amount of \$7,244,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 2.41% in exchange for the counterparty's payment of 69% of USD-LIBOR-BBA. The swap was terminated in September 2016, while the bonds will remain outstanding until 2030.

The obligation of the Health System to make payments on its bonds with respect to interest is in no way conditional upon the Health System's receipt of payments from the interest rate swap agreement counterparty.

At June 30, 2017 and 2016 the fair value of the Health System's interest rate swaps was a liability of \$20,915,000 and \$28,917,000, respectively. The change in fair value during the years ended June 30, 2017 and 2016 was a (decrease) and an increase of (\$8,002,000) and \$4,177,000, respectively. For the years ended June 30, 2017 and 2016 the Health System recognized a nonoperating gain of \$124,000 and \$1,696,000 resulting from hedge ineffectiveness and amortization of frozen swaps.

11. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or define contribution plans. In addition, certain affiliates provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

All of the defined benefit plans within the Health System have been frozen or had been approved by the applicable Board of Trustees to be frozen by December 31, 2017.

In December of 2016 the Board of Trustees approved to accelerate the freeze date on the remaining pension plan from December 31, 2017 to January 31, 2017. Effective with that date, the last of the participants earning benefits in any of the Health System's defined benefit plans will no longer earn benefits under the plans.

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

Defined Benefit Plans

Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2017 and 2016:

| (in thousands of dollars) | 2017 | | | 2016 | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------------------------------------------------|----|------------------------------------------------------|--|--|
| Service cost for benefits earned during the year Interest cost on projected benefit obligation Expected return on plan assets Net prior service cost Net loss amortization Special/contractural termination benefits One-time benefit upon plan freeze acceleration | \$ | 5,736 47,316 (64,169) 109 20,267 119 9,519 | \$ | 11,084 48,036 (63,479) 848 26,098 300 | | |
| | \$ | 18,897 | \$ | 22,887 | | |

The following assumptions were used to determine net periodic pension expense as of June 30, 2017 and 2016:

| | 2017 | 2016 |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------------|
| Discount rate Rate of increase in compensation Expected long-term rate of return on plan assets | 4.20 % – 4.90 % Age Graded - N/A 7.50 % – 7.75 % | 4.30 % – 4.90% Age Graded/0.00 % - 2.50 % 7.50 % – 7.75 % |

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The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2017 and 2016:

| (in thousands of dollars) | 2017 | | | 2016 | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------|--|--|
| Change in benefit obligation Benefit obligation at beginning of year | \$ | 1,096,619 | \$ | 988,143 | | |
| Service cost Interest cost Benefits paid Expenses paid Actuarial (gain) loss Settlements Plan change Special/contractual termination benefits One-time benefit upon plan freeze acceleration Benefit obligation at end of year | | 5,736 47,316 (43,276) (183) 6,884 - - - 9,519 1,122,615 | | 11,084 48,108 (39,001) (180) 99,040 (13,520) 2,645 300 - | | |
| Change in plan assets | | | | | | |
| Fair value of plan assets at beginning of year | | 872,320 | | 845,052 | | |
| Actual return on plan assets Benefits paid Expenses paid Employer contributions Settlements | | 44,763 (43,276) (183) 5,077 | | 81,210 (42,494) (180) 2,252 (13,520) | | |
| Fair value of plan assets at end of year | | 878,701 | _ | 872,320 | | |
| Funded status of the plans | | (243,914) | | (224,299) | | |
| Less current portion of liability for pension | | (46) | <u> </u> | (46) | | |
| Long term portion of liability for pension | | (243,868) | | (224,253) | | |
| Liability for pension | \$ | (243,914) | <u>\$</u> | (224,299) | | |

For the years ended June 30, 2017 and 2016 the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in unrestricted net assets as of June 30, 2017 and 2016 are as follows:

| (in thousands of dollars) | 2017 | | |
|------------------------------------------|--------------------|----|----------------|
| Net actuarial loss Prior service cost | \$ 429,782 - | \$ | 423,640 228 |
| | \$ 429,782 | \$ | 423,868 |

The estimated amounts to be amortized from unrestricted net assets into net periodic pension expense in 2018 for net actuarial losses is \$10,966,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately \$1,123,010,000 and \$1,082,818,000 at June 30, 2016 and 2017, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2017 and 2016:

| Discount rate | 4.00 % - 4.30 % N/A - 0.00 % | 4.20 % - 4.30 % Age Graded/0.00 % - 2.50 % |
|----------------------------------|---------------------------------|-----------------------------------------------|
| Rate of increase in compensation | | - |

2017

2016

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The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of June 30, 2017 and 2016, it is expected that the LDI strategy will hedge approximately 55% and 65%, respectively, of the interest rate risk associated with pension liabilities. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

| | Range of Target Allocations | Target Allocations |
|------------------------------------|-----------------------------------|-----------------------|
| Cash and short-term investments | 0-5% | 3% |
| U.S. government securities | 0-5 | 5 |
| Domestic debt securities | 20-58 | 38 |
| Global debt securities | 6-26 | 8 |
| Domestic equities | 5-35 | 19 |
| International equities | 5-15 | 11 |
| Emerging market equities | 3-13 | 5 |
| Real estate investment trust funds | 0-5 | 0 |
| Private equity funds | 0-5 | 0 |
| Hedge funds | 5-18 | 11 |

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,

- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable.

The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2017 and 2016:

| | | | 201 | 17 | _ | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|--------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| (in thousands of dollars) | Level 1 | Level 2 | Level 3 | | Total | Redemption or Liquidation | Days' Notice |
| Investments Cash and short-term investments U.S. government securities Domestic debt securities Global debt securities Domestic equities International equities Emerging market equities REIT funds Private equity funds Hedge funds Total investments | \$ 23 7,875 140,498 426 154,597 9,837 2,141 362 | \$ 29,792 243,427 90,389 16,938 93,950 45,351 2,492 522,339 | \$ - - - - - - - - - - - - - - - - - - - | \$ | 29,815 7,875 383,925 90,815 171,535 103,787 47,492 2,854 96 40,507 878,701 | Daily Daily-Monthly Daily-Monthly Daily-Monthly Daily-Monthly Daily-Monthly Daily-Monthly Daily-Monthly See Note 7 Quarterly-Annual | 1 1-15 1-15 1-10 1-11 1-17 1-17 See Note 7 60-96 |

| | | | | 20 | 16 | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------|-----------|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| (in thousands of dollars) | | Level 1 | Level 2 | Level 3 | | Total | Redemption or Liquidation | Days' Notice |
| Investments Cash and short-term investments U.S. government securities Domestic debt securities Global debt securities Domestic equities International equities Emerging market equities REIT funds Private equity funds Hedge funds | ` \$ | 5,463 4,177 95,130 409 148,998 12,849 352 356 | \$ 10,879 296,362 88,589 15,896 77,299 37,848 1,465 - 37,005 | \$ - - - 255 38,988 | \$ | 16,342 4,177 391,492 88,998 164,894 90,148 38,200 1,821 255 75,993 | Daily Daily-Monthly Daily-Monthly Daily-Monthly Daily-Monthly Daily-Monthly Daily-Monthly Daily-Monthly See Note 7 Quarterly-Annual | 1 1-15 1-15 1-10 1-11 1-17 1-17 See Note 7 60-96 |
| Total investments | \$ | 267,734 | \$ 565,343 | \$ 39,243 | <u>\$</u> | 872,320 | - | |

The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2017 and 2016:

| | | | : | 2017 | | |
|-------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------|----------|------------------------------|----|--------------------------------------------------|
| (in thousands of dollars) | Hed | ge Funds | • | Private Equity Funds | | Total |
| Balances at beginning of year | \$ | 38,988 | \$ | 255 | \$ | 39,243 |
| Transfers Purchases Sales Net realized (losses) gains Net unrealized gains | | (880) 33 2,366 | <u>_</u> | (132) 36 (63) | | - (1,012) 69 2,303 |
| Balances at end of year | <u>\$</u> | 40,507 | \$ | 96 | \$ | 40,603 |
| | | ` | | 2016 | | |
| (in thousands of dollars) | Hec | lge Funds | | rivate ity Funds | | Total |
| | | | - | | | |
| Balances at beginning of year | \$ | 42,076 | \$ | 437 | \$ | 42,513 |
| Balances at beginning of year Transfers Purchases Sales Net realized (losses) gains Net unrealized gains | \$ | 42,076 - (468) (55) (2,565) | \$ | 437 (142) 155 (195) | \$ | 42,513 - (610) 100 (2,760) 39,243 |

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2017 and 2016 were approximately \$7,965,000 and \$8,808,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2017 and 2016.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2017 and 2016.

The weighted average asset allocation for the Health System's Plans at June 30, 2017 and 2016 by asset category is as follows:

| | 2017 | 2016 |
|---------------------------------|-------|-------|
| Cash and short-term investments | 3 % | 2 % |
| U.S. government securities | 1 | 1 |
| Domestic debt securities | 44 | 45 |
| Global debt securities | 10 | 10 |
| Domestic equities | 20 | 19 |
| | 12 | 10 |
| International equities | 5 | 4 |
| Emerging market equities | 5 | 9 |
| Hedge funds | 100 % | 100 % |

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately \$5,047,000 to the Plans in 2018 however actual contributions may vary from expected amounts.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30 and thereafter:

(in thousands of dollars)

| 2010 | \$ 46,313 |
|-------------|--------------|
| 2018 | 48,689 |
| 2019 | 51,465 |
| 2020 | 54,375 |
| 2021 | 57,085 |
| 2022 | 323,288 |
| 2023 – 2027 | 525,200 |

Defined Contribution Plans

The Health System has an employer-sponsored 401(a) plan for certain of its affiliates, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately \$33,375,000 and \$29,416,000 in 2017 and 2016, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

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Various 403(b) and tax- sheltered annuity plans are available to employees of the Health System. Plan specifications vary by affiliate and plan. No employer contributions were made to any of these plans in 2017 and 2016 respectively.

Postretirement Medical and Life Benefits

The Health System has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2017 and 2016:

| (in thousands of dollars) | 2017 | | 2016 |
|------------------------------------------------------------------------------------|-------------|-----------|--------------------------------------------------|
| Service cost Interest cost Net prior service income Net loss amortization | 2,0 (5,9 | 74) 89 | 544 2,295 (5,974) <u>610</u> (2,525) |
| | | / | |

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2017 and 2016:

| (in thousands of dollars) | | 2017 | 2016 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------|--------------------------------------------------------------------|
| Change in benefit obligation Benefit obligation at beginning of year | \$ | 51,370 | \$ 50,438 |
| Service cost Interest cost Benefits paid Actuarial (gain) loss Employer contributions Benefit obligation at end of year Funded status of the plans | | 448 2,041 (3,211) (8,337) (34) 42,277 (42,277) | 544 2,295 (3,277) 1,404 (34) 51,370 (51,370) |
| Current portion of liability for postretirement medical and life benefits Long term portion of liability for postretirement medical and life benefits Liability for postretirement medical and life benefits | <u>\$</u> | (3,174) (39,103) (42,277) | \$ (3,130) (48,240) (51,370) |

For the years ended June 30, 2017 and 2016 the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit income and included in the change in unrestricted net assets are as follows:

Dartmouth-Hitchcock Health and Subsidiaries Consolidated Notes to Financial Statements June 30, 2017 and 2016

| (in thousands of dollars) | 2017 | | 2016 | |
|------------------------------------------------|-------------------------|----|--------------------|--|
| Net prior service income Net actuarial loss | \$ (21,504) 2,054 | \$ | (27,478) 11,080 | |
| | \$ (19,450) | \$ | (16,398) | |

The estimated amounts that will be amortized from unrestricted net assets into net periodic postretirement income in 2018 for net prior service cost is \$5,974,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2017 and thereafter:

| (in thousands of dollars) | |
|---------------------------|----------|
| | \$ 3,174 |
| 2018 | |
| 2019 | 3,149 |
| 2020 | 3,142 |
| 2021 | 3,117 |
| 2022 | 3,113 |
| 2023-2027 | 14,623 |
| 2023-2021 | |

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 4.20% in 2017 and an assumed healthcare cost trend rate of 6.75%, trending down to 4.75% in 2021 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2017 and 2016 by \$1,067,000 and \$4,685,000 and the net periodic postretirement medical benefit cost for the years then ended by \$110,000 and \$284,000, respectively. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2017 and 2016 postretirement medical benefit obligation as of june 30, 2017 and 2016 postretirement medical benefit obligation as of june 30, 2017 and 2016 postretirement medical benefit obligation as of june 30, 2017 and 2016 postretirement medical benefit obligation as of june 30, 2017 and 2016 by \$974,000 and \$3,884,000 and the net periodic postretirement medical benefit cost for the years then ended by \$96,000 and \$234,000, respectively.

12. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, Cheshire, NLH and MAHHC are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. D-H and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

APD is covered for malpractice claims under a modified claims-made policy purchased through New England Alliance for Health (NEAH). While APD remains in the current insurance program under this policy, the coverage year is based on the date the claim is filed; subject to a medical incident arising after the retroactive date (includes prior acts). The policy provides modified claimsmade coverage for former insured providers for claims that relate to the employee's period of employment at APD and for services that were provided within the scope of the employee's duties. Therefore, when the employee leaves the corporation, tail coverage is not required.

Selected financial data of HAC and RRG, taken from the latest available audited and unaudited financial statements, respectively at June 30, 2017 and 2016 are summarized as follows:

| | | | | 2017 | |
|----------------------------------------------|----|-----------------------|----------------|--------------------|---------------------------------|
| (in thousands of dollars) | ((| HAC audited) | | RRG audited) | Total |
| Assets Shareholders' equity Net income | \$ | 76,185 13,620 - | \$ 2,055 | | \$ 78,240 . 14,421 (5) |
| | | HAC | | 2016 | Total |
| (in thousands of dollars) | (| audited) | (un | audited) | |
| Assets Shareholders' equity Net income | \$ | 86,101 13,620 - | \$ | 2,237 806 50 | \$ 88,338 14,426 50 |

Commitments and Contingencies 13.

Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

Operating Leases and Other Commitments

The Health System leases certain facilities and equipment under operating leases with varying expiration dates. The Health System's rental expense totaled approximately \$15,802,000 and \$10,571,000 for the years ended June 30, 2017 and 2016, respectively. Minimum future lease payments under noncancelable operating leases at June 30, 2017 were as follows:

| (in thousands of dollars) | | \$ | 8,370 |
|---------------------------|---|----------|--------|
| 2018 | , | Ψ | 6,226 |
| 2019 | | | 3,928 |
| 2020 | | | 3,105 |
| 2021 | | | 1,518 |
| 2022 | | | 367 |
| Thereafter | | 5 | 23,514 |
| | | <u>*</u> | |

Lines of Credit

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from \$2,000,000 up to \$85,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 1, 2018. There was no outstanding balance under the lines of credit at June 30, 2017. The Health System had outstanding balances under the lines of credits in the amount of \$36,550,000 at June 30, 2016. Interest expense was approximately \$915,000 and \$551,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

Functional Expenses 14.

Operating expenses of the Health System by function are as follows for the years ended June 30, 2017 and 2016:

| (in thousands of dollars) | : | 2017 | 2016 |
|--------------------------------------------|-------------|-------------------------------|---------------------------------------------|
| Program services Management and general | \$ 1 | ,662,413 311,820 2,328_ | \$ 1,553,377 271,409 5,9 <u>01</u> |
| Fundraising | \$ 1 | ,976,561 | \$ 1,830,687 |

Subsequent Events 15.

The Health System has assessed the impact of subsequent events through November 17, 2017, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below. **Consolidating Supplemental Information - Unaudited**

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Dartmouth-Hitchcock Health and Subsidiaries Consolidating Balance Sheets June 30, 2017

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| (in thousands of dollars) | | irtmouth- ltchcock | 1 | Cheshire Medical Center | • | aw London Hospital ssociation | н | t. Ascutney ospital and oath Center | Ell | minations | | Obligated Group Subtotal | Ob | Other Non- lig Group Iffiliates | EII | iminations | | Health System nsolidated |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------|-----|-------------------------------|-----|-------------------------------------|----|-------------------------------------------|------------|----------------------|------------|--------------------------------------|-----------|---------------------------------------|------------|------------------------|----------|----------------------------------------|
| Assets Current assets Cash and cash equivalents Patient accounts receivable, net | \$ | 27,328 193,733 93,816 | \$ | 10,645 17,723 6,945 | \$ | 7,797 8,539 3,650 | \$ | 6,662 4,659 1, <u>351</u> | \$ | (16,585) | \$ | 52,432 224,654 89,177 | \$ | 16,066 12,606 8,034 | s | (8,008) | \$ | 68,498 237,260 89,203 394,961 |
| Prepaid expenses and other current assets Total current assets | | 314,877 580,254 | | 35,313 | _ | 19,986 11,784 | | 12,672 9,058 | | (16,585) - | | 366,263 620,200 | | 36,706 42,123 | | (8,008) - | | 662,323 |
| Assets limited as to use Other investments for restricted activities Property, plant, and equipment, net | | 580,254 86,398 448,743 89,650 | | 4,764 64,933 2,543 | | 2,833 43,264 5,965 | | 6,079 17,167 4,095 | | (11,520) | | 100,074 574,107 90,733 | | 24,455 35,868 <u>27,674</u> | | (21,287) | | 124,529 609,975 97,120 |
| Other assets Total assets | \$ | 1,519,922 | \$ | 126,657 | \$ | 83,832 | \$ | 49,071 | <u>\$</u> | (28,105) | \$ | 1,751,377 | <u>\$</u> | 166,826 | . <u>s</u> | (29,295) | <u>s</u> | 1,888,908 |
| Liabilities and Net Assets Current liabilities Current portion of long-term debt Line of credit | \$ | 16,034 - | \$ | 780 | \$ | 737 | 5 | 80 550 | \$ | (550) | \$ | 17.631 | \$ | 726 | \$ | - | \$ | 18,357 - |
| Current portion of liability for pension and other postretirement plan benefits Accounts payable and accrued expenses Accrued compensation and related benefits | | 3,220 72,362 99,638 11,322 | | 19,715 5,428 | | 5,356 2,335 7,265 | | 2,854 3,448 1,915 | | (16,585) - - | | 3,220 83,702 110,849 20,502 | | - 13,466 4,062 <u>6,931</u> | | - (8,008) - - | | 3,220 89,160 114,911 27,433 |
| Estimated third-party settlements Total current liabilities | | 202,576 | | 25,923 | . — | 15,693 | | 8,847 | | (17,135) (10,970) | | 235,904 597,693 | | 25,185 18,710 | | (8,008) | | 253,081 616,403 |
| Long-term debt, excluding current portion Insurance deposits and related liabilities Interest rate swaps | | 545,100 50,960 17,606 | | 26,185 - - | | 26,402 - 3,310 | | 10,976 - - | | (10,970) - - | | 50,960 20,916 | | - | | - | | 50,960 20,916 |
| Liability for pension and other postretirement plan benefits, excluding current portion | | 267,409 77,622 | | 8,761 2,636 | | - 1,42 <u>6</u> | | 6,801 | | | | 282,971 81,684 | | 8,864 | | (8,008) | - — | 282,971 90,548 1,314,879 |
| Öther liabilities Total liabilities | _ | 1 161 273 | _ | . 63,505 | | 46,831 | | 26,624 | | (28,105) | | 1,270,128 | | 52,759 | | (8,008) | | 1,314,078 |
| Commitments and contingencies | | | | | | | | | | | | | | | | | | |
| Net assets | | 258.887 | , | 58,250 | | 32,504 | | 15,247 | | - | | 364,888 | | 81,344 | | (21,285) | | 424,947 94,917 |
| Unrestricted Temporarily restricted | | 68,473 31,289 | 3 | 4,902 | | 345 4,152 | | 1,363 <u>5,837</u> | | | | 75,083 <u>41,278</u> | | 19,836 12,887 | <u> </u> | (2) | | <u>54,165</u> 574,029 |
| Permanently restricted Total net assets | _ | 358,649 | 5 | 63,152 | _ | 37,001 | | 22,447 | - <u>-</u> | (28,105) | - <u>-</u> | <u>481,249</u> 1,751,377 | | <u>114,067</u> 166,826 | | (21,287) (29,295) | | 1,888,908 |
| Total liabilities and net assets | <u>5</u> | 1,519,922 | 2 ! | 126,657 | _ 4 | \$ 83,832 | | 49,071 | | (20,105) | | 1,191,011 | | | _ | | | |

Dartmouth-Hitchcock Health and Subsidiaries Consolidating Balance Sheets June 30, 2017

| (in thousands of dollars) | - | D-HH 'arent) | |)-H and bsidiaries | | eshire and Ibsidiaries | - | NLH and Ibsidiarles | | AHHC and bsidlaries | | APD | - | NH and Isidiaries | EI | iminations | | Health System nsolidated |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------|-------------|----------------------------------------|----------|-------------------------------------|-----------|--------------------------------|-----------|---------------------------------|-------|-------------------------|--------------|------------------------------|----------|--------------------|----------|--------------------------------------------------|
| Assets Current assets Cash and cash equivalents Patient accounts receivable, net | \$ | 1,166 - 3.884 | \$ | 27,760 193,733 94,305 | \$ | 11,601 17,723 5,899 | \$ | 8,280 8,539 <u>3,671</u> | \$ | 6,968 4,681 1 <u>,340</u> | \$ | 8,129 8,878 4,179 | \$ | 4,594 3,706 <u>518</u> | s | (24,593) | \$ | 68,498 237,260 89,203 |
| Prepaid expenses and other current assets Total current assets | | 5,050 | | 315,798 | | 35,223 | | 20,490 11,782 | | 12,989 9,889 | | 21,186 8,168 | | 8,818 16,476 | | (24,593) - | | 394,961 662,323 |
| Assets limited as to use Other investments for restricted activities Property, plant, and equipment, net Other assets | | - 6 50 23,866 | | 596,904 94,210 451,418 89,819 | | 19,104 21,204 68,921 8,586 | | 2,833 43,751 5,378 | | 6,079 18,935 1,812 | | 197 23,447 283 | | 3,453 183 | | (32,807) | <u>-</u> | 124,529 609,975 <u>97,120</u> 1,888,908 |
| Total assets | 5 | 28,972 | 5 | 1,548,149 | <u> </u> | 153,038 | <u>\$</u> | 84,234 | <u>\$</u> | 49,704 | \$ | 53,281 | <u>s</u> | 28,930 | <u> </u> | (57,400) | <u> </u> | 1,000,900 |
| Liabilities and Net Assets Current liabilities Current portion of long-term debt Line of credit | \$ | - | \$ | 16,034 - | \$ | 780 | \$ | 737 | \$ | 137 550 | \$ | 603 - | \$ | 66 | \$ | (550) | \$ | 18,357 - |
| Current portion of liability for pension and other postretirement plan benefits Accounts payable and accrued expenses Accrued compensation and related benefits | | - 5,996 - 6,165 | | 3,220 72,806 99,638 11,322 | | - 19,718 5,428 - | | 5,365 2,335 7,265 | | 2,946 3,480 1,915 | | 5,048 2,998 766 | _ | 1,874 1,032 | | (24,593) | | 3,220 89,160 114,911 <u>27,433</u> |
| Estimated third-party settlements Total current liabilities | | 12,161 | | 203,020 | | 25,926 | | 15,702 | | 9,028 | - | 9,415 | | 2,972 | | (25,143) | | 253,081 |
| Long-term debt, excluding current portion Insurance deposits and related liabilities | | - | | 545,100 50,960 17,606 | | 26,185 - - | | 26,402 - 3,310 | | 11,356 - - | | 15,633 - - | | 2,697 - - | | (10,970) - - | | 616,403 50,960 20,916 |
| Interest rate swaps Liability for pension and other postretirement plan benefits, excluding current portion Other liabilities | | - | | 267,409 77,622 | | 8,761 2,531 | | 1,425 | | 6,801 | _ | 8,969 | | | | | | 282,971 90,548 1,314,879 |
| Other liabelues Total liabilities | | 12,161 | | 1,161,717 | | 63,403 | | 46,840 | | 27,185 | | 34,017 | · — | 5,669 | | (36,113) | | 1,314,013 |
| Commitments and contingencies | | | | | | | | | | | | | | | | | | |
| Net assets | | | | | | | | | | 15,319 | | 18,965 | | 23,231 | | (21,285) | ì | 424,947 |
| Unrestricted Temporarity restricted Permanently restricted | | 16,367 444 | | 278,695 74,304 33,4 <u>3</u> 3 | Ļ | 60,758 18,198 10,679 | | 32,897 345 <u>4,152</u> | | 1,363 5,837 | . – | 265 34 | | 23,261 |) | (2) |) | 94,917 54,165 574,029 |
| Total net assets | _ | 16,81 | | 386,432 | | 89.635 | | 37,394 | s | <u>22,519</u> 49,704 | s | <u>19,264</u> 53,281 | - <u>-</u> - | 28,930 | | | | |
| Total liabilities and net assets | <u>s</u> | 28,97 | 2 <u>\$</u> | 1,548,149 | <u> </u> | 153,038 | <u> </u> | 84,234 | | 43,704 | | | | | | | | <u> </u> |

Consolidating Balance Sheets June 30, 2016

| (in thousands of dollars) | | artmouth- litchcock | Dł | l Obligated Group Subtotal | Ot | Other Non- lig Group Affiliates | EI | iminations | | Health System nsolidated |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------------------------------|----|----------------------------------------------------|----------|---------------------------------------------------------|----|-------------------------------------|----------|-----------------------------------------------------------|
| Assets Current assets Cash and cash equivalents Patient accounts receivable, net Prepaid expenses and other current assets | \$ | 1,535 220,173 _95,1 <u>58</u> | \$ | 1,535 220,173 <u>95,158</u> | s | 39,057 40,815 23,595 | \$ | (22,933) | \$ | 40,592 260,988 95,820 |
| Assets limited as to use Other investments for restricted activities Property, plant, and equipment, net | _ | 316,866 551,724 91,879 454,894 65,613 | | 316,866 551,724 91,879 454,894 65,613_ | | 103,467 40,744 50,157 157,670 <u>36,582</u> | | (22,933) - - - (14,929) | | 397,400 592,468 142,036 612,564 <u>87,266</u> |
| Other assets Total assets | 5 | 1,480,976 | \$ | 1,480,976 | <u>s</u> | 388,620 | \$ | (37,862) | \$ | 1,831,734 |
| Liabilities Current liabilities Current portion of long-term debt Line of Credit | \$ | 15,638 35,000 | \$ | 15,638 35,000 | \$ | 2,669 1,550 | \$ | - | \$ | 18,307 36,550 |
| Current portion of liability for pension and other postretirement plan benefits Accounts payable and accrued expenses Accrued compensation and related benefits | | 3,176 87,373 86,997 21,434 | | 3,176 87,373 86,997 <u>21,434</u> | | - 43,104 16,557 <u>(1,784)</u> | | (22,933) | | 3,176 107,544 103,554 19,650 |
| Estimated third-party settlements Total current liabilities Long-term debt, excluding current portion Insurance deposits and related liabilities | _ | 249,618 550,090 56,887 24,148 | | 249,618 550,090 56,887 24,148 | | 62,096 75,251 - 4,769 | | (22,933) - - - | | 288,781 625,341 56,887 28,917 |
| Interest rate swaps Liability for pension and other postretirement plan benefits, excluding current portion Other liabilities | , – | 246,816 <u>54,218</u> 1,181,777 | | 246,816 54,218 1,181,777 | | 25,677 15,593 183,386 | · | (22,933) | | 272,493 69,811 1,342,230 |
| Total liabilities Commitments and contingencies | _ | | | | | | | | | |
| Net assets Unrestricted Temporarity restricted Permanently restricted | | 217,033 51,173 <u>30,993</u> | | - 217,033 51,173 30,993 | | 158,079 24,558 22,597 | | (14,929) | | 360,183 75,731 53,590 |
| Permanently restricted Total net assets Total liabilities and net assets | <u></u> | 299,199 1,480,976 | | 299,199 1,480,976 | <u> </u> | 205,234 388,620 | \$ | (14,929) (37,862) | <u> </u> | 489,504 1,831,734 |

Dartmouth-Hitchcock Health and Subsidiaries Consolidating Balance Sheets June 30, 2016

Health System MAHHC and Cheshire and NLH and D-H and D-HH Consolidated Eliminations APD Subsidiaries Subsidiaries Subsidiaries Subsidiaries (Parent) (in thousands of dollars) Assets 40,592 s 5,388 \$ 9,192 \$ -Current assets 6,699 \$ 16.640 \$ 607 \$ 2.066 \$ 260.988 s 10.255 Cash and cash equivalents 5,347 17,836 7.377 220,173 95,820 Patient accounts receivable, net (22.933)4,863 2,022 3,209 95 738 5,458 7,463 Prepaid expenses and other current assets 397,400 (22, 933)12,757 24,310 17,285 317,977 39,934 8,070 Total current assets 592,468 4,614 8,260 10,345 17.525 551.724 142,036 Assets limited as to use 29 5.742 18,486 2,843 114,719 217 612,564 Other investments for restricted activities 16,464 19,659 43.204 75,591 457,570 76 (14, 929)87.266 Property, plant, and equipment, net 10 3,929 5.028 9,496 65,782 17,950 1,831,734 Other assets (37,862) \$ 50,347 5 45,427 5 78,705 \$ 161.032 \$ 26,313 \$ 1,507,772 \$ Total assets Liabilities and Net Assets 18,307 \$ 507 \$ \$ Current liabilities 941 \$ 466 15,638 755 \$ \$ S Current portion of long-term debt \$ -36,550 1,550 35,000 Line of credit 3,176 Current portion of liability for pension and 3,176 107,544 (22, 933)other postretirement plan benefits 4,817 4,589 6,791 88,557 15.866 9,857 103,554 Accounts payable and accrued expenses 3,649 3,128 2,052 7.728 86,997 Accrued compensation and related benefits 19,650 1,424 917 5,206 1,569 10,534 Estimated third-party settlements 288,781 10,397 (22, 933)10,650 14,990 25,918 239,902 9,857 Total current liabilities 625.341 16,354 20,767 11,145 26,985 550.090 56,887 Long-term debt, excluding current portion 56,887 28,917 Insurance deposits and related liabilities 4,646 123 24,148 . Interest rate swaps Liability for pension and other postretirement 272,493 . 7,015 18,662 246,816 69,811 plan benefits, excluding current portion 36 3,522 1,135 65,118 Other liabilities 1,342,230 26,787 (22, 933)28,933 41,538 75,087 1,182,961 9,857 Total liabilities Commitments and contingencies Net assets 360,183 18.264 (14, 929)32,706 14,099 58,978 234,609 16,456 75.731 345 Unrestricted 1,496 345 57.091 16,454 53<u>,</u>590 Temporarily restricted 31 5,819 4,116 33,111 10,513 Permanently restricted 489,504 (14, 929)18.640 37,167 21,414 85,945 324,811 16,456 Total net assets (37,862) \$ 1,831,734 45,427 \$ 50.347 78,705 \$ - \$ 161.032 \$ 1,507,772 26,313 5 - 5 Total liabilities and net assets

Dartmouth-Hitchcock Health and Subsidiaries Consolidating Statements of Operations and Changes in Unrestricted Net Assets Year Ended June 30, 2017

1

| (in thousands of dollars) | Dartmouth- Hitchcock | Cheshire Medical Center | New London Hospital Association | Mt. Ascutney Hospital and Health Center | Eliminations | DH Obligated Group Subtotal | All Other Non- Oblig Group Affiliates | Eliminations | Health System Consolidated |
|--------------------------------------------------------------------------|-------------------------|-------------------------------|---------------------------------------|-----------------------------------------------|---------------------|-----------------------------------|---------------------------------------------|--------------|----------------------------------|
| Unrestricted revenue and other support | | 044.765 | s 59,928 | \$ 48.072 | S (19) | \$ 1,770,207 | \$ 88,985 | s - | \$ 1,859,192 |
| Net patient service revenue, net of contractual allowances and discounts | 1,447,961 42,963 | 214,265 | 2,010 | 1,705 | - | 60,803 | 2,842 | <u> </u> | 63,645 |
| Provisions for bad debts | 1,404,998 | 200,140 | 57,918 | 46,367 | (19) | 1,709,404 | 86,143 | | 1,795,547 |
| Net patient service revenue less provisions for bad debts | 88,620 | 200,140 | - | 1,861 | (41,771) | 48,710 | (4,995) | (44) | |
| Contracted revenue | 104,611 | 3,045 | 3,839 | 1,592 | (1,148) | 111,939 | 6,418 | 820 | 119,177 |
| Other operating revenue | 9,550 | 639 | 116 | 61 | | 10,366 | 756 | | 11,122 |
| Net assets released from restrictions | | 203.824 | 61,873 | 49,881 | (42,938) | 1,880,419 | 88,322 | 776 | 1,969,517 |
| Total unrestricted revenue and other support | 1,607,779 | 203,824 | | | | | · | | |
| Operating expenses | | | | 22 540 | (21,784) | 922,489 | 42,327 | 1,536 | 966,352 |
| Salaries | 787,644 | 102,769 | -30,311 | 23,549 5,523 | (21,784) (5,322) | 236,082 | 8,392 | 381 | 244,855 |
| Employee benefits | 202,178 | 26,632 | 7,071 6,143 | 2,905 | (273) | 296,567 | 9,513 | - | 306,080 |
| Medical supplies and medications | 257,100 | 30,692 | 12,795 | 13,224 | (17,325) | 245,433 | 45,331 | (959) | 289,805 |
| Purchased services and other | 208,671 | 28,068 7,800 | 2,923 | 1.620 | (11,020) | 62,461 | 2 608 | • | 65,069 |
| Medicaid enhancement tax | 50,118 | , | 3,881 | 2,138 | - | 82,324 | 2,238 | - | 84,562 |
| Depreciation and amortization | 66,067 | 10,238 1,127 | 819 | 249 | | 19,338 | ~ 500 | - | 19,838 |
| Interest | 17,352 | | 63,943 | 49,208 | | 1,864,694 | 110,909 | 958 | 1,976,561 |
| Total operating expenses | 1,589,130 | 207,326 | | | | 15,725 | | (182) | (7,044) |
| Operating margin (loss) | 18,649 | (3,502) | (2,070) | 673 | 1,975 | 15,725 | | (102) | |
| Nonoperating gains (losses) | | | | | (209) | 46,207 | 4,849 | | 51,056 |
| Investment gains (losses) | - 42,484 | 1,378 | 1,570 | 984 570 | • • | | • | 186 | • |
| Other, net | (3,003) | - | (879) | | | (0,010 | 20,215 | - | 20,215 |
| Contribution revenue from acquisition | <u> </u> | | | 1,554 | | 41,128 | | 186 | |
| Total nonoperating gains, net | 39,481 | 1,378 | 691 | | | | | 4 | 60,074 |
| Excess (deficiency) of revenue over expenses | 58,130 | (2,124) | (1,379) | 2,227 | (1) | 56,853 | 3,217 | • | 00,074 |
| Unrestricted net assets Net assets released from restrictions (Note 8) | 983 | - | 9 | 442 | : - | 1,434 | 405 | - | 1,839 |
| Change in funded status of pension and other | | 4 004 | | (321 | u - | (1,587 | n - | - | (1,587) |
| postretizement benefits | (5,297) | 4,031 900 | - 143 | 986 | • | (16,351 | • | - | • |
| Net assets transferred (from) to affiliates | (15,380) | 300 | 143 | (2,280 | - | (2,286 | · · | (6,359 |) (3,364) |
| Other changes in net assets | - | - | 1.337 | (2,20 | • | 7,802 | , , | | 7,802 |
| Change in fair value on interest rate swaps | 6,418 | | • ——————— | | |) \$ 45,865 | | \$ (6,355 |) \$ 64,764 |
| Increase (decrease) in unrestricted net assets | <u>\$ 41,854</u> | \$ 2,807 | <u>\$ 110</u> | • <u>1,0</u> 9: | · · · · · · | / + +5,000 | | | |

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Consolidating Statements of Operations and Changes in Unrestricted Net Assets Year Ended June 30, 2017

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| (in thousands of dollars) | D-HH (Parent) | D-H and Subsidiarles | Cheshire and Subsidiaries | NLH and Subsidiaries | MAHHC and Subsidiaries | APD | VNH and Subsidiaries | Eliminations | Health System Consolidated |
|---------------------------------------------------------------------------|------------------|-------------------------|------------------------------|-------------------------|---------------------------|---------------|-------------------------|----------------|----------------------------------|
| Unrestricted revenue and other support | _ | s 1,447,961 | \$ 214,265 | \$ 59,928 | s 48.072 | \$ 65,835 | \$ 23,150 | \$ (19) | \$ 1,859,192 |
| Net patient service revenue, net of contractual allowances and discounts | \$ - | 42,963 | 14,125 | 2,010 | 1,705 | 2,275 | 567 | <u> </u> | 63,645 |
| Provisions for bad debts | | 1,404,998 | 200,140 | 57,918 | 46,367 | 63,560 | 22,583 | (19) | 1,795,547 |
| Net patient service revenue less provisions for bad debts | - (5,802) | 89,427 | . 200,140 | | 1,861 | - | • | (41,815) | 43,671 |
| Contracted revenue | (5,802) 673 | 106,775 | 3,264 | 3,837 | 3,038 | 1,537 | 381 | (328) | 119,177 |
| Other operating revenue | 013 | 10,200 | 639 | 116 | 61 | 106 | | <u> </u> | <u> </u> |
| Net assets released from restrictions | | | 204,043 | 61,871 | 51,327 | 65,203 | 22,964 | (42,162) | 1,969,517 |
| Total unrestricted revenue and other support | (5,129) | 1,611,400 | | | | | | | |
| Operating expenses | | | | 30,311 | 24,273 | 29,397 | 11,197 | (20,248) | 966,352 |
| Salaries | 1,009 | 787,644 | 102,769 | 7.071 | 5,686 | 5,532 | 2,404 | (4,941) | 244,855 |
| Employee benefits | 293 | 202,178 | 26 632 30 692 | 6,143 | 2,905 | 7,760 | 1,753 | | 306,080 |
| Medical supplies and medications | | 257,100 | 29,902 | 12,653 | 13,626 | 16.564 | 6,907 | | 289,805 |
| Purchased services and other | 16,021 | 212,414 | 7,800 | 2,923 | 1,620 | 2,608 | - | • | 65,069 |
| Medicaid enhancement tax | - | 50,118 66,067 | 10,396 | 3,886 | 2,242 | 1,532 | 413 | - | 84,562 |
| Depreciation and amortization | 26 | 17,352 | 1,127 | 819 | 249 | 467 | 33 | (209) | 19,838 |
| Interest | | | 209,318 | 63,806 | 50,601 | 63,860 | 22,707 | (43,953) | 1,976,561 |
| Total operating expenses | 17,349 | 1,592,873 | | | 726 | • | 257 | | (7,044) |
| Operating (loss) margin | (22,478) | 18,527 | (5,275) | (1,935) | | | 231 | | |
| Nonoperating gains (losses) | | | | | 1.045 | 439 | 1,716 | (209) | 51,056 |
| Investment (losses) gains | (321) | 44,746 | 2,124 | 1,516 | 581 | (161) | • | | (4,153) |
| Other, net | • | (3,003) | • | (879) | 301 | (101) | | | 20,215 |
| Contribution revenue from acquisition | 20,215 | · • | <u> </u> | · | | | 2.604 | (1,788) | 67,118 |
| Total nonoperating gains, net | 19,894 | 41,743 | 2,124 | 637 | 1,626 | | 2,861 | | 60,074 |
| (Deficiency) excess of revenue over expenses | (2,584) | 60,270 | (3,151) | (1,298) | 2,352 | 1,621 | 2,001 | . J | 00,074 |
| Unrestricted net assets Net assets released from restrictions (Note 8) | - | 1,075 | | . 9 | 442 | 158 | 155 | ; · | 1,839 |
| Change in funded status of pension and other | | (5,297) | 4.031 | - | (321 |) - | | | (1,587) |
| postretirement benefits | - | • · · | • | 143 | 986 | | 20,215 | 5- | - |
| Net assets transferred (from) to affiliates | (3,864) | (10,300) | . 300 | | | | | - | • |
| Additional paid in capital | 6,359 | - | | - | (2,286 | i) (1,078) |) | - (6,359) | |
| Other changes in net assets | 0,339 | 6,418 | - | 1,337 | 47 | , | | <u> </u> | 7,802 |
| Change in fair value on interest rate swaps | | | <u>s</u> 1,780 | | \$ 1,220 | \$ 701 | \$ 23,23 | 1 \$ (6,356) | \$ 64,764 |
| (Decrease) increase in unrestricted net assets | <u>\$ (89</u> | <u> </u> | <u>\$ 1,780</u> | | | | • ····· | | · |

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Consolidating Statements of Operations and Changes in Unrestricted Net Assets Year Ended June 30, 2016

| in thousands of dollars) | - |)artmouth- Hitchcock | DI | H Obligated Group Subtotal | Ob | Other Non- Ilig Group Affillates | Elir | ninations | Co | Health System onsolidated |
|--------------------------------------------------------------------------------------------------------------------|----|-------------------------|----|----------------------------------|------------|----------------------------------------|------|-----------|----|---------------------------------|
| Unrestricted revenue and other support Net patient service revenue, net of contractual allowances and discounts | \$ | 1,387,677 | \$ | 1,387,677 | \$ | 302,159 14,049 | \$ | (561) | \$ | 1,689,275 55,121 |
| Provisions for bad debts | | 41,072 | _ | 41,072 | 5 | 288,110 | 5 | (561) | \$ | 1,634,154 |
| Net patient service revenue less provisions for bad debts | \$ | 1,346,605 | \$ | 1,346,605 63,188 | Ð | 2.794 | Ψ | (001) | • | 65,982 |
| Contracted revenue | | 63,188 | | 69,902 | | 16,994 | | (4,544) | | 82,352 |
| Other operating revenue | | 69,902 7,928 | | 7,928 | | 1,291 | | - | | 9,219 |
| Net assets released from restrictions | | | | | | 309,189 | | (5,105) | | 1,791,707 |
| Total unrestricted revenue and other support | | 1,487,623 | _ | 1,487,623 | | | | | | |
| Operating expenses | | | | 731,721 | | 126,108 | | 14,636 | | 872,465 |
| Salaries | | 731,721 | | 197.050 | | 34,824 | | 2,533 | | 234,407 |
| Employee benefits | | 197,050 236,918 | | 236,918 | | 72,896 | | | | 309,814 |
| Medical supplies and medications | | 208,763 | | 208,763 | | 68,582 | | (22,204) | | 255,141 |
| Purchased services and other | | 46,078 | | 46,078 | | 12,487 | | - | | 58,565 |
| Medicaid enhancement tax | | 62,348 | | 62,348 | | 18,646 | | - | | 80,994 |
| Depreciation and amortization | | 16,821 | | 16,821 | | 2,480 | | <u> </u> | | 19,301 |
| Interest | _ | 1,499,699 | _ | 1,499,699 | | 336,023 | | (5,035) | | 1,830,687 |
| Total operating expenses | | (12,076) | _ | (12,076) | | (26,834) | | (70) | | (38,980) |
| Operating (loss) margin | | (12,0:0) | _ | | | | | | | |
| Nonoperating (losses) gains | | (18,537) | | (18,537) | | (1,566) | | - | | (20,103) |
| Investment losses | | (3,789) | | (3,789) | | (56) | | - | | (3,845 |
| Other, net | | (0,100) | | | | 18,014 | | 69 | _ | 1 <u>8,083</u> |
| Contribution revenue from acquisition | _ | (22,326) | | (22,326) | | 16,392 | | 69 | | (5,865 |
| Total nonoperating (losses) gains, net Deficiency of revenue over expenses | _ | (34,402) | | (34,402) | | (10,442) | | (1) | | (44.845 |
| Unrestricted net assets Net assets released from restrictions (Note 8) | | 1,994 | | 1,994 | | 1,254 | | - | | 3,248 |
| Change in funded status of pension and other | | (52,262) | | (52,262) | | (14,279) | | - | | (66,541 |
| postretirement benefits | | (52,202) (22,558) | | (22,558) | | 22.558 | | - | | • |
| Net assets transferred (from) to affiliates | | (22,356) | | (12,000) | | 12,793 | | (12,793) | | |
| Additional paid in capital | | (4,907) | | (4,907) | | (966) | | <u> </u> | _ | (5,873 |
| Change in fair value on interest rate swaps (Decrease) increase in unrestricted net assets | - | (112,135) | | | . <u> </u> | 10,918 | 5 | (12,794) | \$ | (114,011 |

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Consolidating Statements of Operations and Changes in Unrestricted Net Assets Year Ended June 30, 2016

| (in thousands of dollars) | D-HH (Parent) | D-H and Subsidiaries | Cheshire and Subsidiaries | NLH and Subsidiaries | MAHHC and Subsidiaries | APD | Eliminations | Health System Consolidated |
|----------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|----------------------------------------------|-------------------------|---------------------------|--------------------|---------------|----------------------------------|
| Unrestricted revenue and other support Net patient service revenue, net of contractual allowances and discounts 3 | - | \$ 1,387,677 | | \$ 61,740 1,951 | \$ 47,680 1,249 | \$ 21,119 1,016 | \$ (561) - | \$ 1,689,275 55,121 |
| Provisions for bad debts – | <u> </u> | 41,072 | 9,833 | 59,789 | 46,431 | 20,103 | (561) | 1,634,154 |
| Net patient service revenue less provisions for bad debts | - | 1,346,605 | 161,707 | 55,765 | | - | - | 65,982 |
| Contracted revenue | 1,696 | 64,286 71,475 | 3,187 | 3,509 | 4,555 | 870 | (4,544) | 82,352 |
| Other operating revenue | 3,300 | 8,713 | 322 | 65 | 119 | - | - | 9,219 |
| Net assets released from restrictions | <u>·</u> | | | 63,363 | 51,105 | 20,973 | (5,105) | 1,791,707 |
| Total unrestricted revenue and other support | 4,996 | 1,491,079 | 165,296 | | | | | |
| | | | | | 24,019 | 10,408 | 14,636 | 872,465 |
| Operating expenses Sataries | 730 | 732,393 | 60,406 | 29,873 6,824 | 6,260 | 2,130 | • • | 234,407 |
| Salaries Employee benefits | 219 | 197,165 | 19,276 | 6,824 6,597 | 4,246 | 2,932 | • | 309,814 |
| Medical supplies and medications | • | 236,918 | 59,121 | 12,876 | 11,955 | 4,377 | (22,204) | 255,141 |
| Purchased services and other | 22,506 | 211,611 | 14,020 | 2,808 | 1,707 | 840 | • • | 58,565 |
| Medicaid enhancement tax | • | 46,078 | 7,132 | 4,674 | 2,345 | 543 | | 80,994 |
| Depreciation and amortization | 15 | 62,348 | 11,069 1,046 | 823 | 467 | 144 | - | 19,301 |
| Interest | · | | | 64,475 | 50,999 | 21.374 | (5,035) | 1,830,687 |
| Total operating expenses | 23,470 | 1,503,334 | 172,070 | | | (401 | | |
| Operating (loss) margin | (18,474) | (12,255) | (6,774) | (1,112) | 100 | (+01 | <u> </u> | |
| Nonoperating gains (losses) Investment (losses) gains Other, net | (1,027) (529 | | | 627 57 | (15) 205 | 235 | 69 | (20,103) (3,845) 18,083 |
| Contribution revenue from acquisition | 16,083 | (22.405) | (1.075) | 684 | 190 | 235 | i 6 <u>9</u> | (5,865) |
| Total nonoperating (losses) gains, net | <u>16,527</u> (1,947 | (22,495) | | | 296 | (166 |)) (1) | (44,845) |
| (Deficiency) excess of revenue over expenses Unrestricted net assets | (1,24) | 2.185 | | 23 | 586 | 347 | - | 3,248 |
| Net assets released from restrictions (Note 8) Change in funded status of pension and other | - | -• | | | (1,297) | | | (66,541) |
| postretirement benefits | • | (52,262 | | | (1,207) | 18,083 | 3 - | - |
| Net assets transferred to (from) affiliates | 4,475 | |) - | , - | | | - (12,793 |) - |
| Additional paid in capital. | 12,793 | | - | (1,115 | 149 | | | (5,873) |
| Change in fair value on interest rate swaps | · | (4,907 | | | £ | \$ 18,26 | 4 \$ (12,794 |) \$ (114,011) |
| Increase (decrease) in unrestricted net assets | <u>\$ 15,321</u> | <u>\$ (112,292</u> | <u>) </u> | <u> </u> | <u> </u> | | | |

1. Basis of Presentation

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in unrestricted net assets of D-HH and subsidiaries. All intercompany accounts and transactions between D-HH and subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE AND GRANITE STATE CHILDREN'S ALLIANCE FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Granite State Children's Alliance ("Subrecipient").

WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Council on June 7, 2017, item #140 the Subrecipient agreed to provide victim services upon the terms and conditions specified in the contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

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

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

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

1. Amendment and Modification of Contract

- a. Paragraph 1.8; Grant Limitation: Increase by \$250,108 from \$900,000 to \$1,150,108.
- b. Delete Exhibit B Paragraph 3b. in its entirety and replace therein as follows: The Subrecipient shall be awarded an amount not to exceed \$362,968 of the total Grant Limitation from 7/1/18 to 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
- c. Delete Exhibit B Paragraph 3c. in its entirety and replace therein as follows: The Subrecipient shall be awarded an amount not to exceed \$487,140 of the total Grant Limitation from 7/1/19 to 6/30/20, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

2. Effective Date of Amendment

a. This Amendment shall take effect upon approval of the Governor and Executive Council.

3. Continuance of Agreement

a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

First Contract Amendment Department of Justice and GSCA Page 1 of 2

Joy Barrett Chief Executive Officer Granite State Children's Alliance.

2019

Notary Public or Justice of the Peace Acknowledgement:

State of New Hampshy County of thilk much On 2/01/192019, before the undersigned officer, personally appeared the person identified as the Subrecipient, or satisfactorily proven to be the person whose name is associated with the Subrecipient and acknowledged that s/he executed this document in the capacity indicated. AAH Y. C

Signature of Notary Public or Justice of the Peace

Name and Title of Notary Public or Justice of the SEPTEMBER 13

Kathleen B. Carr

Director of Administration

211911S Date

91109 AY PUBL

mmmmmth

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

Attorney

First Contract Amendment Department of Justice and GSCA. Page 2 of 2

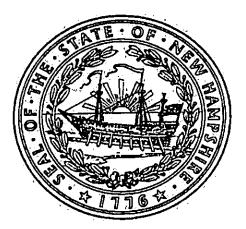
State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE GRANITE STATE CHILDREN'S ALLIANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 24, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

I

Business ID: 456237 Certificate Number: 0004373636



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 January A.D. 2019.

William M. Gardner Secretary of State



72 South River Road, Suite 140 Bedford, NH 03110

Certificate of Authority

I, <u>Andy Crews</u>, Chairman of the Board of Directors of the Granite State Children's Alliance, do hereby certify that:

- 1. I am a duly elected officer of the Granite State Children's Alliance.
- 2. The following is true of the adopted slate of officers elected at a meeting of the Granite State. Children's Alliance held on <u>October 11th 2018</u>.

Resolved: That the <u>Chief Executive Officer</u> is hereby authorized on behalf of Granite State Children's Alliance to enter into the said contract with the <u>State of New Hampshire –</u> <u>Department of Justice</u> 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 7th day of February 7, 2019.
 - Joy Barrett is the Chief Executive Officer of the Granite State Children's Alliance.

William Million

Andy Crews Board Chairman, Granite State Children's Alliance

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me on FChruamy 11, 2019 by Andy Crews.

Signature of Notary Public of Justice of the Peace

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Whotary Public of Justice of the Peace

2022 Commission Expires <u>9</u>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/22/2019

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|-------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------------------------------------------------|-------------------------|-----------------------------------|--------------------------------------|-------------------------------------------------------|-----------------------|------------------------|--------------------------|
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| IF S | PORTANT: If the certificate holder is UBROGATION IS WAIVED, subject | to the ter | rms and conditions of th | te polic | y, certain p | olicies may r | AL INSURED p equire an endo | rovisions rsement. | or be A sta | endorsed. Itement on |
| | s certificate does not confer rights t | o the certi | ificate holder in lieu of s | UCH ENC | Cathy Bea | <u></u> | | | | |
| PROD | ucer on & Berube Insurance Agency, Inc | 2. | | NAME: PHONE | Cathy Bea | o ozee | r | FAX (A/C, No): 60 | 13_886 | -4230 |
| 11 C | Concord Street | | | (A/C. No | Ext): 603-88 | ard@eatonbe | | INC, NOI: OC | <u></u> | |
| Nas | hua NH 03061 | | | ADDRES | | | | |] | NAIC# |
| | | | | | | e Insurance G | | | | 14376 |
| INSUR | ED | GRAST27 | | INSURE | | | | | | |
| | nite State Children's Alliance | | | INSURE | | | | | | |
| | South River Road | | | INSURE | | | | | | |
| | ford NH 03110 | | | INSURE | RE: | | | | | |
| | | | | INSURE | RF: | | | | | |
| cov | ERAGES CER | TIFICATE | NUMBER: 1011635895 | | | | REVISION NUM | | | |
| | IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH | EQUIREME PERTAIN, POLICIES. | NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE | OF ANY | THE POLICIE REDUCED BY | S DESCRIBE | DOCUMENT WIT | | | |
| INSR LTR | TYPE OF INSURANCE | ADDLISUBR | POLICY NUMBER | | | POLICY EXP (MM/DD/YYYY) | | | | |
| ^ | X COMMERCIAL GENERAL LIABILITY | | S2333435 | ł | 3/1/2019 | 3/1/2020 / | EACH OCCURRENC DAMAGE TO RENT PREMISES (Ea occu | ED . | 1,00 <u>0</u> 1,000 | |
| ļt | | | | | | | MED EXP (Any one | person) \$ | 20,00 | 0 |
| | | | | | | 1 | PERSONAL & ADV | | 1,000 | ,000 |
| Ī | GEN'L AGGREGATE LIMIT APPLIES PER: | <u> </u> | | | | | GENERAL AGGREO | GATE \$ | 3,000 | .000 |
| | | | | | | | PRODUCTS - COM | | 3,000 | .000 |
| [| | | | | | | COMBINED SINGLE | \$ | | |
| A | AUTOMOBILE LIABILITY | | \$2333435 | | 3/1/2019 | 3/1/2020 | (Ea accident) | | 1,000 | ,000 |
| | ANY AUTO | | | | | | BODILY INJURY (P | | | |
| | OWNED AUTOS ONLY AUTOS | | | | | | BODILY INJURY (PO | | <u> </u> | |
| | X HIRED X NON-OWNED AUTOS ONLY | | | | | | (Per accident) | | | |
| | | ┼━┼─ | | | 3/1/2019 | 3/1/2020 | EACH OCCURREN | | 2.000 | 000 |
| ^ | | | S2333435 | | . 3/1/2013 | OF ITZOLO | AGGREGATE | | \$ 2,000 | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGNEGATE | | 5 | |
| | DED RETENTION S | | WC9058573 | | 3/1/2019 | 3/1/2020 | PER STATUTE | OTH- ER | | |
| | AND EMPLOYERS' LIABILITY Y / N | 1 | 110000000 | | | | E.L. EACH ACCIDE | | \$ 500,0 | 00 |
| 1 | OFFICER/MEMBEREXCLUDED? | N/A | | | | | E.L. DISEASE - EA | | \$ 500,0 | 00 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POL | | | |
| | | | | | | | | | | |
| Wor | RIPTION OF OPERATIONS / LOCATIONS / VEHK kers Compensation Information: Cove rance GL ElitePac Endorsement CG7: | rade for Nł | I: no excluded officers. A | ule, may b Idditiona | e attached if mo I insured sta | re space is requir tus applies wr | wd) en required by v | written cont | ract p | er Selective |
| L | | | | | | <u> </u> | | | | |
| CEF | | | | | CELLATION | | | | _ | |
| | New Hampshire Departme | ent of Jus | tice | THE | EXPIRATIO | N DATE TH | DESCRIBED POLIC EREOF, NOTICE CY PROVISIONS. | CIES BE CA WILL BI | NCEL E DE | LED BEFORE LIVERED IN |
| | 33 Capitol Street Concord NH 03301 | | , | | AC REA | ule | | | | |
| L | | | | | © 1 | 988-2015 AC | ORD CORPOR | ATION. A | All rig | hts reserved. |

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THE GRANITE STATE CHILDREN'S ALLIANCE

Financial Statements

For The Years Ended June 30, 2017 and 2016

Seelye'& Schulz

P.A., Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Directors The Granite State Children's Alliance Nashua, New Hampshire

We have audited the accompanying financial statements of The Granite State Children's Alliance (a non-profit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

451 Amherst St. Nashua, N.H. 03063 (603) 886-1900

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Granite State Children's Alliance as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report of Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Child Advocacy Centers by Location on page 14 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Jehlshpasa

February 8, 2018

THE GRANITE STATE CHILDREN'S ALLLIANCE

STATEMENTS OF FINANCIAL POSITION

June 30, 2017 and 2016

| | 2017 | 2016 |
|---------------------------------------|---------------------|------------------|
| ASSETS | | |
| CURRENT ASSETS | \$ 511,073 | \$ |
| Cash | 14,925 | 16,560 |
| Investments | 86,100 | 90,784 |
| Accounts receivable | 335,093 | 85,500 |
| Promises to give Prepaid expenses | 16,162 | 9,144 |
| | 963,353 | <u>543,045</u> |
| PROPERTY & EQUIPMENT | | |
| Furniture and office equipment | 56,358 | 39,352 |
| Buildings and improvements | 156,970 | - - |
| Leasehold improvements | 9,034 | 9,034 |
| | 222,362 | 48,386 |
| Less accumulated depreciation | (41,358) | (32,240) |
| | 181,004 | 16,146 |
| OTHER ASSETS Security deposits | 1;800 | 1,000 |
| Security deposits | , | \$ 560,191 |
| | <u>\$ 1,146,157</u> | <u>ş 500,151</u> |
| LIABILITIES AND NET | ASSETS | |
| CURRENT LIABILITIES | | |
| Line of credit | \$ 125,000 | \$ - |
| Accounts payable and accrued expenses | 29,105 | 18,893 |
| Accrued payroll | 34,908 | 22,794 |
| | 189,013 | 41,687 |
| | | |
| NET ASSETS | 821,114 | 448,171 |
| Unrestricted | 136,030 | 70,333 |
| Temporarily restricted | 957,144 | 518,504 |
| | | |

<u>\$ 560,191</u>

<u>\$ 1,146,157</u>

THE GRANITE STATE CHILDREN'S ALLIANCE STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS For The Years Ended June 30, 2017 and 2016

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| | | 2017 | | 2016 | | | | |
|----------------------------------------|-------------------|---------------------------|------------|-------------------|---------------------------|-------------------|--|--|
| SUPPORT AND REVENUES | Unrestricted | Temporarily Restricted | Total | Unrestricted | Temporarily Restricted | Total | | |
| Contributions | \$ 452,510 | \$ 267,500 | 720,010 | \$ 235,287 | \$ 43,333 | \$ 278,620 | | |
| Special events | 220,563 | + 207,500 | 220,563 | 320,823 | - | 320,823 | | |
| Less: Cost of direct benefit to donors | (37,682) | - | (37,682) | (31,905) | - | (31,905) | | |
| State of New Hampshire | 337,000 | • | 337,000 | 162,451 | - | 162,451 | | |
| City & towns | 83,450 | - | 83,450 | 69,397 | - | 69,397 | | |
| National Children's Alliance | 86,050 | 28,000 | 114,050 | 91,893 | 27,000 | 118,893 | | |
| In-kind contributions | 54,069 | 20,000 | 54,069 | 29,243 | 2,,000 | 29,243 | | |
| | • | | (1,507) | (3,715) | | • | | |
| Investment income | (1,507) | - | (1,507) | (3,713) | - | (3,715) | | |
| Net assets released from restrictions: | 176 070 | (170.070) | | | | | | |
| Satisfaction of purpose | 176,970 | (176,970) | - | - 60,791 | (60,791) | - | | |
| Satisfaction of time restrictions | 52,833 | (52,833) | <u> </u> | 0,/91 | (60,791) | | | |
| Total Support and Revenues | 1,424,256 | 65,697 | 1,489,953 | 934,265 | 9,542 | 943,807 | | |
| EXPENSES | | | | _ | | | | |
| Program expenses: | | | | | | | | |
| Statewide Education & Outreach | 41,917 | - | 41,917 | 86,146 | - | 86,146 | | |
| Child Advocacy Centers | 595,179 | - | 595,179 | 458,135 | - | 458,135 | | |
| Supporting services: | | | | | | | | |
| Management & general | 271,687 | - | 271,687 | 128,969 | - | 128,969 | | |
| Fundraising | 142,530 | | 142,530 | 153,569 | <u> </u> | 153,569 | | |
| Total Expenses | 1,051,313 | <u> </u> | 1,051,313 | 826,819 | <u> </u> | 826,819 | | |
| Change in net assets | 372,943 | 65,697 | 438,640 | 107,446 | 9,542 | 116,988 | | |
| NET ASSETS, Beginning of Year | 448,171 | 70,333 | 518,504 | 340,725 | 60,791 | 401,516 | | |
| NET ASSETS, End of Year | <u>\$ 821,114</u> | <u>\$ 136,030</u> | \$ 957,144 | <u>\$ 448,171</u> | <u>\$ 70,333</u> | <u>\$ 518,504</u> | | |

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THE GRANITE STATE CHILDREN'S ALLIANCE

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STATEMENTS OF FUNCTIONAL EXPENSES

For The Years Ended June 30, 2017 and 2016

| | | | 2017 | | | | | 2016 | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Statewide Education & Outreach | Child Advocacy Centers | Management & General | Fundraising | Total | Statewide Education & Outreach | Child Advocacy Centers | Management & General | Fundraising | Total |
| Payroll Payroll taxes Employee benefits Payroll services Office expense Telephone Bank charges Fundraising supplies Dues & subscriptions Rent Meetings Utilities Maintenance & repairs Travel Subrecipient expense Professional fees Subcontract fees Miscellaneous Bad debt Insurance Staff development Marketing | \$ 22,368 1,978 557 2,678 792 162 3,240 163 5,523 - - - - - - - - - - - - - - - - - - - | \$ 351,339 31,066 33,445 26,109 13,788 13,162 83,407 84 6,914 1,302 11,693 2,500 3,306 50 3,306 50 3,811 - 7,488 3,237 | \$ 134,111 11,858 17,125 2,696 2,406 396 2,159 969 1,620 4,406 81 7,502 69,176 | \$ 75,310 6,659 13,215 2,406 396 6,066 20,259 544 1,620 | \$ 583,128 \$ 51,561 64,342 2,696 33,599 15,372 8,225 20,259 14,837 89,887 4,490 6,914 1,627 24,718 2,500 72,482 50 381 800 9,360 16,743 14,706 | \$ 45,995 4,022 5,016 2,919 1,521 - 893 3,240 - 432 359 3,447 - - - - - - - - - - - - - - - - - - | 4,894 | | \$ 82,189 7,186 8,963 - 1,457 761 7,818 34,798 1,596 1,620 - 216 179 - - - 1,300 417 - 5,069 | \$ 408,489 35,721 44,548 2,324 29,169 15,203 7,818 34,798 15,722 107,457 6,164 4,320 3,586 19,075 7,833 31,954 6,750 513 1,300 8,345 5,237 5,069 17,124 |
| Educational materials | 3,520 | <u>·</u> | <u> </u> | <u> </u> | 3,520 | 17,124 | | | . <u></u> | |
| Total expenses before depreciation | 41,917 | 589,271 | 268,479 | 142,530 | 1,042,197 | 86,146 | | | | 818,519 8,300 |
| Depreciation | <u> </u> | 5,908 | 3,208 | | 9,116 | | 3,320 | | | |
| Total expenses | <u>\$ 41,917</u> | <u>\$ </u> | <u>\$ 271,687</u> | <u>\$ 142,530</u> | <u>\$ 1,051,313</u> | <u>\$ 86,146</u> | \$ 458,135 | <u>\$ 128,969</u> | <u>\$ 153,569</u> | <u>\$ 826,819</u> |

THE GRANITE STATE CHILDREN'S ALLIANCE

STATEMENTS OF CASH FLOWS

For The Years Ended June 30, 2017 and 2016

| | 2017 | 2016 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Cash flows provided by (used in) operating activities Cash received as support and revenue Cash paid to suppliers and employees Interest received | \$ 1,192,482 (972,819) 128 | \$ 774,185 (752,863) <u>57</u> |
| Net cash provided by operating activities | 219,791 | 21,379 |
| Cash flows provided by (used in) investing activities Purchase of building and equipment Security deposit | (173,975) (800) | (10,296) 1,200 |
| Net cash used in investing activities | (174,775) | |
| Cash flows provided by (used in) financing activities Proceeds from line of credit | 125,000 | <u> </u> |
| Net increase in cash and cash equivalents | 170,016 | 12,283 |
| Cash and cash equivalents at beginning of year | 341,057 | 328,774 |
| Cash and cash equivalents at end of year | <u>\$ </u> | <u>\$ 341,057</u> |
| RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES | | |
| Change in net assets Depreciation Donation of stock Unrealized investment loss Change in assets and liabilities (Increase) decrease in accounts receivable (Increase) decrease in promises to give (Increase) decrease in prepaid expenses Increase (decrease) in accounts payable | \$ 438,640 9,116 1,635 4,684 (249,593) (7,018) 10,212 | <pre>\$ 116,988 8,300 (20,332) 3,772 (60,834) (42,918) 5,560 3,902</pre> |
| Increase (decrease) in accrued payroll | 12,115 | 6,941 |
| Net cash provided by operating activities | <u>\$ 219,791</u> | <u>\$ </u> |

The Accompanying Notes Are An Integral Part Of These Financial Statements.

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THE GRANITE STATE CHILDREN'S ALLIÀNCE

NOTES TO FINANCIAL STATEMENTS For The Years Ended June 30, 2017 and 2016

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Organization provides coordinated services through a multi-disciplinary team approach to expedite the investigation and prosecution of child abuse cases. It operates four of the Child Advocacy Centers in the state of New Hampshire. The Organization also provides state wide services of training, technical assistance and professional support to all New Hampshire Child Advocacy Centers, their boards of directors, partner agencies, and community members.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

<u>Unrestricted net assets</u> - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

<u>Temporarily restricted net assets</u> - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are classified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

<u>Permanently restricted net assets</u> - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. There were no permanently restricted net assets at June 30, 2017 and 2016.

Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to

THE GRANITE STATE CHILDREN'S ALLIANCE NOTES TO FINANCIAL STATEMENTS For The Years Ended June 30, 2017 and 2016

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions (Continued)

give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

Donated Services and Assets

Contributions of donated non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

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Reserve Method

The Organization uses the reserve method to account for bad debts for accounts receivable and promises to give. The reserve is based on prior years' experience and management's analysis of specific promises to give. A reserve for bad debt was not required for the years ended June 30, 2017 and 2016, respectively.

Property, Equipment and Depreciation

Property and equipment are recorded at cost (or fair market value if donated) and are depreciated using the straight-line method over estimated useful lives of three to seven years.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

The Organization's income tax filings are subject to audit by various taxing authorities. The Organization's open audit periods are 2013 through 2016. The

THE GRANITE STATE CHILDREN'S ALLIANCE

NOTES TO FINANCIAL STATEMENTS For The Years Ended June 30, 2017 and 2016

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (Continued)

Organization believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Organization's policy to expense when paid any interest and penalties associated with its income tax obligations.

Functional Allocation of Expenses

The costs of providing the Organization's program and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program and supporting services benefited.

Statement of Cash Flows

The Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

NOTE B. UNCONDITIONAL PROMISES TO GIVE

Unconditional promises to give as of June 30, 2017 and 2016 are as follows:

| | 2017 | 2016 |
|---------------|------------|------------------|
| Grants | \$ 288,000 | \$ 27,000 |
| Event pledge | 31,433 | 32,317 |
| Other pledges | 15,660 | 26,183 |
| | \$ 335,093 | <u>\$ 85,500</u> |

NOTE C. CONCENTRATION OF RISK

The Organization maintained its bank accounts at one local bank. The balances at the bank are insured by the Federal Deposit Insurance Corporation up to \$250,000. Total uninsured balances at June 30, 2017 and 2016 were \$151,537 and \$91,057, respectively.

NOTE D. LINE OF CREDIT

The Organization obtained a \$125,000 line of credit in February 2017. Interest is payable monthly at the bank's index rate (4.25% at June 30, 2017). The line is secured by all assets of the Organization.

NOTE E. NET ASSETS TEMPORARILY RESTRICTED

Temporarily restricted net assets consist of the following:

| , | 2017 | 2016 |
|-------------------------------------------------------------|-----------------------------|-----------------------|
| Purpose: Grants - operations - property and equipment | \$ 33,000 <u>103,030</u> | \$ 50,333 20,000 |
| | <u>\$ 136,030</u> | <u>\$ 70,333</u> |

NOTE F. LEASES

The Organization currently leases office space in three locations. The Nashua office is leased pursuant to the terms of a two year lease agreement which expires on April 30, 2019, for a monthly charge of \$2,800. The Manchester office was leased through April 2016 at no charge. The lease has been extended on a month to month basis at no charge. The Keene office was occupied as a tenant at will for a monthly charge of \$1,600 through May 2017. In May 2017, a five year lease was signed for \$800 per month increasing in years four and five. The Laconia office was leased pursuant to the terms of a lease agreement which expired on October 31, 2016 for \$1,600 per month; the office was purchased in February 2017. The Organization is responsible for all repairs, maintenance and utilities for all facilities.

Minimum annual lease payments under the terms of noncancelable leases are as follows:

| 2018 | | \$ | 43,200 |
|------|--|----|--------|
| 2019 | | \$ | 37,600 |
| 2020 | | \$ | 9,600 |
| 2021 | | \$ | 9,888 |
| 2022 | | Ś | 10,185 |
| 2022 | | ' | ' |

NOTE G. CONTINGENT LIABILITIES

The Organization receives funds from various state, county, and city grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposal, the Organization might be required to repay the grantor's funds.

Because specific amounts, if any, have not been determined by grantor agency audits or assessed as of June 30, 2017 and 2016, no provision has been made for these contingencies.

The Organization received funding totaling \$260,000 under a state grant from the Community Development Finance Authority (CDFA) for the purpose of acquiring the office facility in Laconia, New Hampshire. Under the terms of this grant, CDFA retains a mortgage on the Organization's Laconia, New Hampshire property for a period of ten years.

In the event that the property is sold to a third party without CDFA approval, the Organization is required to repay to CDFA an amount equal to the total funds disbursed by CDFA for the project, amortized over a ten year period.

Because the Organization does not plan to sell the property with the ten year period, no provision has been made for these contingencies.

NOTE H. RETIREMENT PLAN

The Organization has a 403(b) retirement plan. All employees are eligible to participate in the plan on their first day of employment as long as they work over 20 hours per week. The plan allows for employee contributions but does not provide for an Organization contribution.

NOTE I. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, and accounts payable approximated fair value as of June 30, 2017 and 2016, because of the relatively short maturity of these instruments.

THE GRANITE STATE CHILDREN'S ALLIANCE

NOTES TO FINANCIAL STATEMENTS For The Years Ended June 30, 2017 and 2016

NOTE J. INVESTMENTS

Investments are stated at fair value and consist of various publicly traded stocks as follows:

| | | Cost | Fa | ir Value | Арр | realized reciation/ preciation) |
|-----------------------------------------|----------|--------|----------|----------|----------|---------------------------------------|
| Publicly traded shares at June 30, 2017 | <u> </u> | 20,332 | <u> </u> | 14,925 | \$ | (5,407) |
| Publicly traded shares at June 30, 2017 | <u> </u> | | \$ | 16,560 | <u> </u> | (3,772) |

The following schedule summarizes the investment income for the years ended June 30, 2017 and 2016:

| | 2 | 2016 | | | |
|-----------------|----|---------|-----------|-----------------|--|
| Interest | \$ | 128 | \$ | 57 | |
| Unrealized loss | | (1,635) | | (3,772) | |
| `, | \$ | (1,507) | <u>\$</u> | <u>(3,715</u>) | |

NOTE K. FAIR VALUE INVESTMENTS

The Fair Value Measurements and Disclosures Topic of the codification defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date and sets out a fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Inputs are broadly defined under the Topic as assumptions market participants would use in pricing an asset or liability. The three levels of the fair value hierarchy under the Topic are described below:

- Level 1: Quoted market prices in active markets, such as the New York Stock Exchange, for identical assets or liabilities.
- Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.
- Level 3: Unobservable inputs that are not corroborated by market data.

The Organization assesses the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the years ended June 30, 2017 and 2016, there were no such transfers.

THE GRANITE STATE CHILDREN'S ALLIANCE

NOTES TO FINANCIAL STATEMENTS For The Years Ended June 30, 2017 and 2016

NOTE K. FAIR VALUE INVESTMENTS (Continued)

For the years ended June 30, 2017 and 2016, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

Investments

The fair value of investments is based upon the fair value of the assets held by the Organization.

The following tables present the Organization's fair value hierarchy for the investments as of June 30, 2017:

L

| | Total | Quoted Prices Active Markets for Identical Assets Level 1 | Active Markets Significant for Identical Observable Assets Inputs | | | |
|-------------|-----------|-----------------------------------------------------------------------|-------------------------------------------------------------------------|-----------|--|--|
| Investments | \$ 14,925 | <u>\$ 14,925</u> | <u>\$</u> | <u>\$</u> | | |

The following tables present the Organization's fair value hierarchy for the investments as of June 30, 2016:

| | / Total | Quoted Prices Active Markets for Identical Assets Level 1 | Significant Observable Inputs Level 2 | Significant Unobservable Inputs Level 3 |
|-------------|------------|-----------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------|
| Investments | \$ 16,560 | \$ 16,560 | <u>\$</u> | <u>\$</u> - |

NOTE L. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through February 8, 2018, the date that the financial statements were available to be issued.

NOTE M. RECLASSIFICATION

Certain data included in the June 30, 2016 financial statements has been reclassified to conform to the current year's presentation.

THE GRANITE STATE CHILDREN'S ALLIANCE

SCHEDULE OF CHILD ADVOCACY CENTERS BY LOCATION

For The Year Ended June 30, 2017

...

| | Child Advocacy Center | | | | | | | | | |
|------------------------------------|-----------------------|---------|-----------|---------|-----------|---------|------------|---------|-----------|---------|
| | Nashua | | Keene | | Laconia | | Manchester | | | Total |
| Payroll | \$ | 81,205 | \$ | 66,459 | \$ | 85,227 | \$ | 118,448 | \$ | 351,339 |
| Payroll taxes | | 7,181 | | 5,877 | | 7,535 | | 10,473 | | 31,066 |
| Employee benefits | | 9,683 | | 10,414 | | 6,665 | | 6,683 | | 33,445 |
| Office expense | | 7,705 | | 5,484 | | 6,896 | | 6,024 | | 26,109 |
| Telephone | | 4,913 | | 1,911 | | 2,304 | | 4,660 | | 13,788 |
| Dues & subscriptions | | 3,743 | | 3,636 | | 3,771 | | 2,012 | | 13,162 |
| Rent | | 25,920 | | 19,200 | | 13,565 | | 24,722 | | 83,407 |
| Meetings | | 19 | | - | | 41 | | 24 | | 84 |
| Utilities | | - | | - | | 1,577 | | 5,337 | | 6,914 |
| Maintenance & repairs | | 325 | | 325 | | 325 | | 327 | | 1,302 |
| Travel | | 2,130 | | 1,923 | | 5,429 | | 2,211 | | 11,693 |
| Subrecipient expense | | 625 | | 625 | | 625 | | 625 | | 2,500 |
| Professional fees | | 537 | | - | | 1,153 | | 1,616 | | 3,306 |
| Subcontract fees | | 50 | | - | | - | | - | | 50 |
| Miscellaneous | | 95 | | 95 | | 95 | | 96 | | 381 |
| Insurance | | 1,872 | | 1,872 | | 1,872 | | 1,872 | | 7,488 |
| Staff development | | 2,226 | | - | | 69 | | 942 | | 3,237 |
| Total expenses before depreciation | | | | | | | | | | |
| and administrative expenses | | 148,229 | | 117,821 | | 137,149 | | 186,072 | | 589,271 |
| Depreciation | | 802 | | 802 | | 3,502 | | 802 | | 5,908 |
| | | 149,031 | | 118,623 | | 140,651 | | 186,874 | | 595,179 |
| Administrative expenses | | 51,936 | | 41,338 | | 49,016 | | 65,121 | · | 207,411 |
| Total expenses | <u>\$_</u> | 200,967 | <u>\$</u> | 159,961 | <u>\$</u> | 189,667 | <u>\$</u> | 251,995 | <u>\$</u> | 802,590 |

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Granite State Children's Alliance Board of Directors- Fiscal Year 2018/2019

Andy Crews

Chairman of the Board Auto Fair Home: 23 Rolling Woods Drive Bedford, NH 03110 Work Phone: 603-634-1090 acrews@autofair.com

Dr. Adrian Thomas, MD Vice- Chairman of the Board New Hampshire NeuroSpine Institute 4 Hawthorn Drive Bedford NH 03110

Work phone: 603-472-8888 AdrianThomasMD@gmail.com

Jared Vartanian (joined 9/2018) Treasurer Vachon Clukay and Company 608 Chestnut Street, 2nd Floor Manchester, NH 03104

Work Phone: 603-622-7070

ivartanian@vachonclukay.com

Richard C. Tracy (joined 5/2015) Secretary NHDOJ– Attorney General's Office 33 Capitol Street, Concord NH 03301

Work phone: 603-271-1253

Richard.c.tracy@doj.nh.gov

Philip Taub, Esq. Immediate Past Chairman Nixon Peabody 900 Elm Street #1400 Manchester, NH 03101 Work Phone: 603-628-4000 ptaub@nixonpebody.com Nick E. Abramson, Esq. (joined 9/2017) Abramson, Brown & Dugan, PA 1819 Elm Street Manchester, NH 03104 Work Phone: 603- 647-0300

Marga Patterson (joined 2017) WZID 181 Pinebrook Place Manchester, NH 03109 Work Phone: 603-669-5777

Cathy Brittis The CAC of Grafton/Sullivan County at DHMC One Medical Drive Lebanon, NH 03756 Work Phone: 603-653-9012 Cell : 603-252-1257 Cathy.b.bean@hitchcock.org

Dr. Jonathan Greenblatt, MD (joined 2/2018) Elliot Hospital Cardiovascular Consultants 8 Knoll Crest Drive Bedford, NH 03110 Work Phone: 603-667-8540

Chris Hodgdon Comcast 54 Regional Drive Concord NH 03301 Work Phone: 224-1871 ext. 201

Chris hodgdon@cable.comcast.com

Donna Gaudet Hosmer (joined 9/2018) Autoserv

40 E. Main Street, Tilton, NH 03276 Home: 8 Summit Ave., Laconia. NH 0326 Work Phone: 603-286-3141

hosmerd@autoserv.com

Stephen Langan Fidelity Management and Research One Spartan Way – TS2J Merrimack, NH 03054 Work Phone: 603-791-5556

Stephen.langan@fmr.com

Matthew Larochelle (joined 11/2018) Manchester NH Police Department 53 Winchester Way Auburn, NH 03032 Work Phone: 603-792-5563

mlaroche@manchester.nh

Teresa Rhodes Rosenberger (joined 2017) Devine Millimet 15 N. Main Street Concord, NH 03301 Work Phone: (603) 410-1702

trosenberger@devinemillimet.com

David Rotman (joined 1/2018) Merrimack County Attorney's Office 4 Court Street Concord, NH 03301 Work Phone: 603-228-0529

drotman@mcao.net

Brad Russ

Internet Crimes Against Children 10 West Edge Drive Durham, NH 03824 Work Phone: 603-862-7031

Brad.russ@unh.edu

Kerry Baxter (joined 1/2019) Nashua Police Department O Panther Drive, P.O. Box 785, Nashua NH 03061

baxterk@nashuapd.com

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Granite State Children's Alliance - (Cheshire County – Monadnock Region CAC), (Hillsborough County CAC North/South) and (Belknap County – Greater Lakes CAC)

Section 3: Budget Detail Worksheet and Budget Narrative

Hampshire Department of Justice - Budget Detail Worksheet and Budget Narrative FY18/19

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization and must be based on ACTUAL time worked and not percentage.

| Name/Position | | Computation | | Federal - VOCA | |
|----------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------------------------------------------------------------------|--------------|----------------|----------|
| Director of Pro Services - FT Noyes) | ogram | Annual Salary - VOCA Allowabl to cover 32% o | le using fur | \$19,056 nd | \$16,680 |
| Program Coordinator/Fe Interviewer - H Manchester - F Battis/Lehto) | lillsborough | Annual Salary 100% VOCA A using fund to co of salary. | llowable | \$41,000 | \$12,000 |
| Program Coordinator/F Interviewer - H Nashua - FT (J Worthen) | lillsborough | Annual Salary 100% VOCA A using fund to co salary. | llowable | \$39,000 of | \$13,000 |
| Program Coordinator/F Interviewer - H Manchester/Na (Amy-Lynn Sul | lillsborough Ishua: - FT | Annual Salary 100% VOCA A using fund to c salary. | llowable | \$43,000 of | \$0 |
| Program Coordinator/F Interviewer - C - FT (Donna S) | orensic Greater Lakes | Annual Salary 100% VOCA A using fund to c salary. | llowable | \$33,000 of | \$0 |
| Program Coordinator/F Intervlewer - N | orensic Monadnock | Annual Salary 100% VOCA A using fund to c salary. | llowable | \$42,000 of | \$0 |
| Region- FT (Carlos Agudelo) Family Support Specialist - Greater Lakes - FT (Sarah Potito) | | Annual Salary -\$39,140 100% VOCA Allowable using fund to cover 97% of salary. | | \$38,000 of | \$0 |
| Category A Personnel Sub-Total Federal: | \$255,056 | L' | Match: | \$41,680 | |

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to

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Curriculum Vitae Amy-Lynn Sullivan

Contact:

<u>Asullivan@cac-nh.org</u> Alksullivan@yahoo.com

Educational Experience

2000 University of New Hampshire Durham, NH B.A. Psychology Minor Justice Studies

1996 Nashua High School Nashua , NH High School Diploma

Professional Experience

2018-present

Child Advocacy Center of Hillsborough County Program Coordinator/Forensic Interviewer

Perform all responsibilities of Forensic interviewer. Assemble and report client demographics for submission to City Improvement Program/HUD. Identify cases appropriate for monthly Case Review and facilitate Review with MDT members. Identify opportunities for Multidisciplinary Team enrichment and training and coordinate meetings to address such needs. Maintain working relationships with investigative agencies, educators and child-centered professionals through outreach and education.

2016 - 2018

Child Advocacy Center of Hillsborough County Forensic Interviewer

Conduct forensic interviews of children, teens and vulnerable adults when physical or sexual abuse is suspected or a crime has been witnessed. Maintain child focused, victim centered environment in which to elicit information pertinent to criminal investigations. Facilitate meetings before and after each interview with Multidisciplinary Team as well as with the non-offending caregiver. Collaborate with MDT members to ensure all needs and concerns are

addressed. Enter results and next steps of the interview process into NCATrak database. Make referrals to counseling and specialized medical facilities. Assemble and report client demographics for submission to City Improvement Program/HUD. Maintain working relationships with investigative agencies, educators and child-centered professionals through outreach and education.

2014-2016

State of New Hampshire-Division for Children, Youth and Families Child Protective Services Worker

Responded to, investigated and assessed reports of suspected child abuse and neglect. Worked collaboratively with law enforcement and social service agencies to further investigations pursuant to NH Attorney General Protocol. Worked with families to ensure the safety of children through removal and placement, active Safety Planning or in-home services. Worked with families using Solution Based Casework in order to ensure ongoing safety. Referred families to agencies and services to assist them in correcting and maintaining the safety and well being of their family and home. Maintained records in statewide database detailing all efforts, contacts and actions completed during assessments. Presented Division's case for action through court testimony and proceedings. Mentored new workers as needed.

2001-2003/2005-2013

New Hampshire Public Defender Investigator

Investigate criminal cases post arrest in all stages of cases from pre-arraignment to post sentencing. Located, interviewed and subpoenaed witnesses for court proceedings. Gathered and maintained records, documented information learned in investigation and interviews for attorneys, photographed scenes and testified to findings in court. Worked with clients pre- and post trial for mitigation purposes, facilitating applications to and entry into court mandated substance abuse programs. Gathered familial and social histories for sentencing phase of cases.

Professional Committees

2018

KNOW & TELL Internal Advisory Board

Relevant Trainings

2018 Human Trafficking Conference – Los Angeles Police Department National Children's Alliance Leadership Conference SART/SANE Summit NH Child Advocacy Centers Summit

2017 NH AG's Task Force on Child Abuse/Governor's Commission on Domestic and Sexual Violence Team Facilitator Training Emerging Issues & MDT Response in Child Abuse Training NH Child Advocacy Centers Summit Victim Advocacy: The Key to Effectively Working with Children and their Caregivers

2016 NH AG's Task Force on Child Abuse/Governor's Commission on Domestic and Sexual Violence Forensic Interviewing of Children Forensic Interviewer Training with Julie Kenniston Foundations of NH Child Protection and Juvenile Justice Division for Children, Youth and Families Annual Conference

2015 Legal Aspects of Family Centered Child Protection Solution Based Casework for Child Protection Assessment in Solution Based Child Protection Cultural Competency

Adolescent Toolbox

Impact of Domestic Violence

Interstate Compact on the Placement of Children

Families and Addiction

Special Education in Child Protection and Juvenile Probation & Parole

Separation, Placement & Reunification in Solution Based Child Protection

Initial Training on Addiction & Recovery

Immigration and Customs Enforcement (ICE) Basics

Safety Planning when Substance Abuse is Present

Partners for Change

Division for Children, Youth and Families Annual Conference

2014 Case Planning in Solution Based Child Protection Investigations in Solution Based Child Protection A Trauma Informed Approach to Assessing the Mental Health Needs of Families Working with Families Coping with Mental health Issues Effects of Abuse & Neglect Division for Children, Youth & Families: Practice Model

2001- NH Public Defender Annual Staff Training 2013

2007 NH Public Defender Annual Staff Training (presenter and attendee) National Defense Investigator Conference

Robert F. Collinsworth

EXPERIENCE

1987- Present Keene Police Department

Keene, NH

April '87 – October '88 Patrol Officer

Responsible for uniformed patrol zones to include traffic control and enforcement as well as accident investigations, misdemeanor criminal investigations, crime scene investigation and control, preliminary investigations as first responder, community liaison with local school district, armorer, platoon property officer tasked with ensuring chain of custody and courtroom preparation.

October '88 – June '16 Detective

Responsible for felony level investigations from onset through prosecution to include, but not limited to, detailed crime scene investigations, witness identification and interviews, suspect identification and interviews, arrest and search warrant preparation and execution, and to ensure the coordination of services for victims and families. I am routinely expected to present investigations to Cheshire County Superior Court Grand Juries and other courtroom testimony.

Assigned to monitor and oversee uniformed officer's investigations of misdemeanor crimes. I have been a member of the Keene Police Department Tactical Team. I developed and implemented a school district, "Officer Friendly" program. The program focused on personal safety and encouraged elementary school aged children and their families to establish better interpersonal communications. I established an initial Keene Police Department volunteer program to coordinate with the Keene School District to assist with Project Graduation in staffing and fund raising.

Developed and established the Keene Police Department Polygraph Unit in 2000. I have conducted or oversaw in excess of one thousand examinations. As the founder of the Polygraph Unit I am also assigned as the Keene Police Department's interview instructor. I am responsible for the professional training of all new police officers in the skills of interviewing witnesses, victims and suspects as well as specific instruction in both State and Federal case law pertaining to interviews. I am responsible for overseeing the Keene Police Department Polygraph Unit to include annual trainings, equipment and to ensure that the unit is in compliance with State and Federal laws and protocols.

I have developed and written department policy and guidelines (Interview and Interrogation) for use in the Keene Police Department's accreditation process.

October '84 – October '87 United States Army

Hanau, Germany

Responsible for the duties of a United States Military Police officer to include, but not limited to, the enforcement of laws of the Uniformed Code of Justice. Promoted to Corporal and assigned as a squad leader. I was responsible for the conduct and duties of the twelve members in this squad to include review and submission of all related paperwork.

Assigned as the liaison with the local German community to ensure and establish a cooperative and productive relationship.

EDUCATION

| September '82 - May '83 University of New Hamp | Durham, NH | | |
|------------------------------------------------|------------|-----|-----------|
| September '83 – May '84 Keene State College | | : • | Keene, NH |

TRAINING

NH Police Standards and Training Council; Recruit Academy **NHPSTC Child Abuse Investigations** Federal Bureau of Investigation; Collection and Preservation of Physical Evidence Institute of Police Technology; Critical Report Writing University of Delaware; Interview and Investigation of Adult Female Sex Assault Victims University of Delaware; Interview of Child Exploitation and Sexual Assault Victims Drug Enforcement Agency; Illicit Drug Investigations Department of Justice; Drug Investigations American Society on the Abuse of Children; Phenomenon of Repressed Memory NHPTSC; Interview and Interrogations Juvenile Conference Committee; Juvenile Law Related Education International Association of Chiefs of Police; Advanced Concepts in Criminal Investigations New Hampshire Bar Association; Juvenile Law Related Education and Techniques State of NH Department of Health and Human Services; Surviving Sexual Assault Victimization Office of Juvenile Justice; Child Abuse and Exploitation Investigative Techniques Governor's Commission on Domestic Violence; Domestic Violence Investigation McIntosh College; Psychological Profiling of Child Predators New England Institute of Law Enforcement; Interviewing through Behavioral Analysis NH Office of Attorney General; Hospital Protocol for Sexual Assault Investigators Academy of Scientific Investigative Training; Polygraph Operator Academy of Scientific Investigative Training; The Art of Lie Detection Academy of Scientific Investigative Training; Sexual Offender Polygraph Examination **IPTM**; Statement Analysis NHPSTC Advanced Statement Analysis Maine Polygraph Association; Use of Polygraph in Child Sexual Assault Investigations Connecticut Polygraph Association; Interview Techniques State of NH Attorney General's Office; Protocol in Adult Sexual Assault Investigations Maine Polygraph Association; Use of Polygraph For Justice and Public Safety Academy of Scientific Investigative Training; Forensic Interview Certification

COMMUNITY INVOLVEMENT

Founding Board Member of DAFFYS Teen Center; Keene, NH Law Related Education Instructor Volunteer Keene High School Project Graduation volunteer Fall Mountain Regional High School Project Graduation volunteer Keene Community Kitchen volunteer Bellows Falls Community Kitchen volunteer Walpole Youth athletic coach and official Fall Mountain Parent Teacher Group member Fall Mountain Regional High School Varsity Basketball coach Impact Monadnock Steering Committee member Impact Monadnock Implementation Committee and Development Team

PERSONAL INTERESTS

My personal interests include volunteering, the outdoors, hiking, kayaking, physical fitness, reading, travel, as well as my two daughters Rebekah and Abigail.

Curriculum Vitae

Jennifer Worthen (Deroian)

Educational Experience

Keene State College Keene, NH BA Sociology Minor, Communication

2003

1999

Manchester Central High School Manchester NH High School Diploma

Professional Experience

2011-Present Child Advocacy Center of Hillsborough County

Program Coordinator/Forensic Interviewer

Conducted approximately 1,300 forensic interviews of children ages three to seventeen who are victims and/or witnesses to crime; Utilize appropriate interview methods based on assessing each child's ability and development; create questions that best elicit information with consideration to child trauma and its effect on memory; Educate and guide the investigative team and prosecutors on child interviewing techniques and best practices for legally defensible child forensic interviews; facilitate pre and post interview meetings with the multidisciplinary team and parents with regard to the child forensic interview process and its outcomes; Manage day-to-day scheduling and coordination of forensic interviews to be conducted on site for the largest county in NH and its police departments, Child Protective Services Workers, Prosecutors, and Crisis Centers; provide families with education on child abuse and its effects as well as connect them to community resources, and provide medical and mental health referrals; organize and facilitate monthly case review meetings for the multi disciplinary team; provide testimony as requested in criminal proceedings; provide stakeholders and various community agencies with education on child abuse and neglect; maintain and update case files and a confidential database; approved site supervisor for the AmeriCorps Victim Assistance Program; generate necessary activity reports for area agencies; participate in fundraising and outreach efforts.

State of New Hampshire, Division for Children, Youth and Families Child Protective Services Worker III

Managed and investigated a high-volume caseload of reports alleging abuse and/or neglect of children; worked jointly with law enforcement on criminal child abuse/neglect cases; provided crisis intervention and assistance to families by making necessary referrals to community providers as well as created and facilitated detailed safety plans to remedy identified safety concerns; conducted interviews of children between the ages of four and seventeen for the purposes of obtaining necessary information to establish child safety; participated in and/or observed interrogations of suspects of criminal child abuse and/or neglect; worked closely with community agencies such as local and state law enforcement agencies, county attorneys, child advocacy centers, school staff, medical providers, therapists, parent educators, and crisis centers to ensure all necessary parties were involved and working collaboratively with regard to the needs of the family and the investigation; prepared sworn legal documents and presented them to the courts as required; provided testimony pertaining to affidavit's and petitions filed in support of abuse and/or neglect findings; located suitable alternative placement and prepared child and family for out of home placements if remaining in the home was contrary to the welfare of the child(ren); maintained detailed case notes for the State's confidential database.

2005-2007

The Mentor Network, Boston Area Office

Clinical Coordinator/Crisis Intervention Worker

Responsible for managing and overseeing a high-volume caseload of children placed in specialized foster care homes; scheduled and attended weekly in-home visits with children and foster care providers to ensure appropriate supervision of the placement as well as stabilize placements in crisis; created weekly reports, individual service plans, and 45-day diagnostic reports; Helped create and manage a "Mentor Coach" program of seasoned foster parents to support and guide newer foster care providers; Participated in Department of Children and Families Foster Care Review meetings, school Individual Education Plan meetings, and Crisis Intervention Meetings; conducted social studies and generated reports based on those studies to assist the in the process of licensing new foster care providers; worked collaboratively with area agencies to ensure children in the program had necessary medical, mental health, and educational needs met.

2004-2006

Resource Options Inc.

Administrative Assistant/Recruiter

Tasked with managing a variety of administrative duties such as keeping marketing and networking databases current and organized, managing employee calendars, phones, and customer service calls; sourced potential clients and conducted cold calls; attended networking functions to assist in building and developing client relationships; managed and tracked accounts payable and receivable.

2007-2011

2001-2003 School Administrative Unit, 29 Paraprofessional

Assigned to a variety of classroom settings working with pre-school to elementary school-aged children to facilitate and foster learning goals and objectives for students coded with mental health and/or developmental/cognitive delays; reviewed and followed guideline instructions with regard to children's individual Education Plan's; Assisted lead teachers with executing daily lesson plans and managing day-to-day classroom activities.

Internships

2002

Monadnock Family Services Family Support Specialist/Intern

Assisted Licensed therapists with case plans by providing families with respite opportunities and in-home visits; provided weekly documentation on child and family progress based on client goals and objectives; supervised children out in the community while providing access to enriching activities and working on socialization skills in out of home settings.

Professional Affiliations

Hillsborough County, South: Sexual Assault Response Team (SART) AmeriCorps Victim Assistance Program: Site Supervisor

Relevant Trainings

2017

2016

2015

Dallas Crimes against Children Conference NH Child Advocacy Center Annual Summit

NH Attorney General's Conference on Child Abuse and Neglect (Presenter/Attendee) CSEC Training, Homeland Security Investigations (Alexandria Levi) Extended Forensic Interviewing, Portsmouth NH – NCAC, Linda Cordisco-Steele Dallas Crimes against Children Conference NH Child Advocacy Center Annual Summit

NH SART Conference: Criminal Justice System's Response to Campus Sexual Assaults (NH SART Initiative, NH Department of Justice, and the NH Attorney General's Office).
NH Attorney General's Conference on Child Abuse and Neglect
NH Child Advocacy Center Annual Summit
AmeriCorps Victim Assistance Program, Supervisor training
Advanced Forensic Interview Training, Julie Kenniston
Getting to Guilty in CSE Cases, Chuck Gillingham

2014

NH Attorney General's Conference on Child Abuse and Neglect NH SART Summit NH Child Advocacy Center Annual Summit

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|---------------------------------------|--------|-----------------------------------------------------------------------------------------------------------------------|----------|
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| | | • | |
| | | · | |
| • | 2013 | National Child Advocacy Center Advanced Forensic Interview Training | |
| | 2015 | NH Attorney General's Conference on Child Abuse and Neglect | |
| · · · . | • | Multidisciplinary Team Facilitator Training | • |
| • . | * | | |
| • | 2012 | National Child Advocacy Center Forensic Interviewing of Children | |
| | | NH Attorney General's Conference on Child Abuse and Neglect | |
| | | Child Sexual Abuse: Offender's and Technology - CAC-RC and NH AG's Office | |
| · . | 2011 | State of Arizona DES CORE Training courses | |
| | | NH DCYF/DJJS Practice Model Primer | |
| · • | | Integrating Solution Focused Philosophy in the DCYF System | |
| <u>.</u> ` | 2010 | NH Division for Children, Youth and Families conference on Child Abuse and Neglect | |
| • | 2010 | Working with Families Impacted by Domestic Violence, Trauma, and Homelessness | |
| | • • | Getting the Whole Story: Assessing and Engaging Victims of Intimate Partner Violence | |
| · . · | | DCYF Healthcare Coordination for Children in Foster Care Part II | |
| · · · · | : | Permanency Planning Team Bridges Documentation Training | |
| . • | 2009 | NH Division for Children, Youth and Families conference on Child Abuse and Neglect | |
| · · · · · · · · · · · · · · · · · · · | . 2005 | Stages of Fostering | |
| · · | | Interstate Compact on the Placement of Children | |
| | | Case Practice Review: On Site (One Review Week) | |
| | | Case Practice Review: Reviewer Training DCYF Healthcare Coordination for Children in Foster Care | |
| • | / | DCTF RealthCare Coordination for Children in Foster Care | |
| | 2008 | NH Attorney General's Conference on Child Abuse and Neglect | |
| | | NH Division for Children, Youth and Families conference on Child Abuse and Neglect | |
| | | Working with Families Coping with Mental Health Issues | <i>.</i> |
| | | Special Education in Child Welfare Sexuality of Children: Healthy Sexual Behavior and Behaviors That Cause Concern | |
| | | Overview of Child Sexual Abuse | |
| | | Investigating Child Sexual Abuse | |
| | | Drug Identification | |
| | 2007 | Central Registry and the Appeals Process | |
| | 2007 | DCYF Orientation: Our Practice Model | |
| | | Investigative Processes in Child Protective Services | |
| , | | Adolescent Toolbox | |
| | . · | Casework Process and Case Planning in Child Protective Services Engaging Families in Child Protective Services | |
| • | • | Legal Issues in Family-Centered CPS | |
| | | Assessment in Child Protective Services | |
| | | Better Together with Birth Parents | |
| · : | | Structured Decision Making Child Development and the Effects of Abuse and Neglect | |
| ••• · | | Child Development and the Effects of Abuse and Neglect Cultural Competency | |
| | | Impact of Domestic Violence | |
| | | Greenbook Court Guide | <i>.</i> |
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Trauma Informed Approach to Assessing the Mental Health Needs of Families Overview of Residential Services Special Education Refresher Separation, Placement and Reunification in Child Protective Services

2006 Strength Based Casework (Susan Tohn)

2005

Mentor Network Clinical Coordinator Trainings

KAITLIN S. SAPACK

WORK EXPERIENCE

Merrimack County Advocacy Center (MCAC)

March 30, 2015- present Concord, NH

September 2013- March 2015

Portsmouth, NH

Forensic Interviewer/ Program Assistant

- Conducted 600+ child and adult forensic interviews for MCAC's multidisciplinary team (MDT)
- Responsible for oversight and coordination of forensic interviewing services associated with interviews
- Facilitate meetings before and after interviews including the MDT as well as the non-offending care giver
- Lead team members to ensure program success and provide organized response to requests for service
- Ensure team members', families', and child's needs are addressed when scheduling and conducting interviews
- Collaborate and coordinate Center's monthly case reviews with MDT members and MCAC staff
- Coordinate team meetings with MDT members in cases that require further collaboration and information sharing
- Facilitate daily communication with Family Support Specialist to provide child and family needs updates
- Assist in crisis management and refer children and families for specialized treatment when necessary
- Evaluate completed interviews: Conduct Peer reviews to address potential areas of growth with MCAC staff/team
- Provide outreach and education to community members; Role of the CAC, dynamics of child abuse, how to
 respond to sexual assault disclosure, and mandated reporting
- Participate in guarterly peer reviews with other NH CAC forensic interviewers
- Maintain appropriate files and records: Enter case information into electronic data base, NCATrak
- Attend training and workshops to enhance forensic interviewer and augment team facilitator skills

Child Advocacy Center of Rockingham County (CACRC)

Forensic Interviewer

- Oversaw coordination/administration of forensic interviewing services: Conducted interviews for CACRC's MDT
- Facilitated meetings with the MDT: Assisted in gathering and reporting interview results to aid in program success: Provided and received constructive feedback after completed interviews
- Collaborated with MDT members before and after interviews to make sure all team members, the family, and the child's needs were addressed
- Discussed questions, concerns, potential areas of growth regarding interviewing with staff members
- Attended and participated in quarterly peer reviews with other NH CAC forensic interviewers
- Assisted in coordinating and facilitating monthly case reviews with MDT
- Attended trainings and workshops to enhance forensic interviewing skills focusing on the ability to engage children in order to better serve the victims' needs
- Completed, maintained, and organized records and files associated with intake
- Assisted in gathering and reporting of program data, quality assurance, and outcome evaluations
- Completed required forms, reports, and other written materials associated with forensic interviews

Intake Coordinator

- Assessed each incoming case with referring agency and evaluated reports to determine the type of maltreatment and which agencies should be involved in the investigative interview process
- · Coordinated with appropriate MDT members to schedule interviews
- Supported parents and other caregivers in keeping scheduled appointments to help avoid delays
- Entered available information into the NCATrak database and updated with new information pertaining to cases

- Created and emailed Constant Contact newsletters to volunteers, donors, board members, and MDT with upcoming fundraisers and events
- Created fundraiser event print material: event flyers, invitations, posters, tri-fold registrations, and programs
- Updated/maintained spreadsheets relevant to events; participants, payment/invoices, donations/sponsors, mailings
- · Wrote and mailed thank you notes to donors: Managed CACRC's Facebook page and updated CACRC's website

Voices Against Violence (VAV)

September 2011- August 2013 Plymouth, NH

<u>Domestic Violence and Sexual Assault Advocate - AmeriCorps Victims Assistance Program (AVAP)</u> Legal Advocate

- Served as a legal advocate assisting clients in filing protective orders, emergency ex-parte, and divorce papers
- Accompanied clients to civil and criminal hearings: Worked with over 137 clients, most on multiple occasions
- Acted as a liaison between clients and law enforcement, attorneys, Department of Child Youth and Family (DCYF) case workers, and Victims Compensation
- Advocated and collaborated on strategy for agencies to work collectively to develop a victim centered approach to meet.client's needs
- Obtained legal assistance for clients through the New Hampshire Bar Association's Domestic Violence Emergency. (DOVE) program, The Domestic Violence Advocacy Project (DVAP), and Legal Advice & Referral Center (LARC)
- Answered and responded to crisis line calls acting as the first responder to victims in need

Child Advocacy Center (CAC) Advocate

- Accompanied children and their family members to CAC interviews providing resources, support, and education
- Initiated contact with 42 CAC interview clients in a year working to help ease trauma associated with first contact
- Collaborated with forensic interviewers, law enforcement, DCYF case workers, counselors, and the County Attorney's office on families' needs and how to overcome the barriers to successful recovery
- Assisted and advocated for families filing for Victim's Compensation to access monetary support for mental health, medical bills, and safety relocation costs

Education and Outreach

- Facilitated and presented The AVAP Clothesline Project three times a year
- Educated Plymouth State University groups on VAV's role and services in cases of domestic violence, sexual assault, and stalking
- Composed and sent out Plymouth State University quarterly newsletter to 350+ community members
- Update the agency's Facebook page with current news articles, events, and other projects relating to domestic violence, sexual assault, and stalking

EDUCATION

Plymouth State University, Plymouth, NH

Bachelor of Science Degree: Cum Laude May 2011 Major: Developmental Psychology Minor: Child Welfare and Family Studies

- Awarded Top 20 Outstanding Senior for dedication, work, and volunteer efforts through Plymouth State University and the community of Plymouth while holding an overall GPA of 3.38
- President of Plymouth State's Psi Chi Chapter (September 2010- May 2011)

Lori Grant

LORI A GRANT

<u>RESUME</u>

EXPERIENCE

10/2018 – Present Granite State Children's Alliance, Hillsborough County, NH Forensic Interviewer

- Conduct forensic interviews for children, teens and adults for Hillsborough County's multidisciplinary team (MDT) when allegations of physical or sexual abuse has occurred
- Facilitate meetings before and after each interview with MDT members to make sure all team members', the families, and the child's needs are met and any concerns are addressed
- Enter results and next steps of the interview process into NCATrak, a National database
- Coordinate with team members to schedule interviews in timely sensitive and competent way
- Participate in case review
- Participate in peer review
- Make referrals to appropriate agencies and provide support to families throughout the investigation of child abuse

5/2016 – 10/2018 Merrimack County Advocacy Center, Concord NH Forensic Interviewer/Program Assistant

- Conduct forensic interviews for children, teens and adults for MCAC's multidisciplinary team (MDT) when allegations of physical or sexual abuse has occurred
- Facilitate meetings before and after each interview with MDT members to make sure all team members', the families, and the child's needs are met and any concerns are addressed
- Enter results and next steps of the interview process into NCATrak, a national database
- Make referrals to appropriate agencies and provide support to families throughout the investigation of child abuse
- Conduct monthly case reviews with MDT members across 22 towns
- Conduct prevention trainings within the community
- Provide testimony when needed

5/2006 – 5/2016 Hudson Police Department, Hudson NH Victim/Witness Advocate

- Explain civil and criminal process to Victims/Witness of Domestic Violence, Sexual Assault, and Stalking complaints as necessary
- Act as a liaison between the Department, the Attorney General's Office of Victim Witness Assistance, area women's organization and the victim/witness as required

Lori Graat

Lori Grant

- Educate Victims of the effects of Domestic Violence, provide information and support as well as safety planning
- Endeavor to make timely notification to the Victims of serious crimes concerning the status of the suspect
- Collaborate with all other agencies to ensure Victim safety and Offender accountability
- Accompany Victims to court, coordinate plea negotiations, courtroom preparation and Victim Impact Statements
- Home Visits
- Coordinate Alarm System Installs for Victims of Violent Crimes
- Facilitate Victims Compensation for Victims of Violent Crimes
- Participate in Juvenile Sexual Assault hearings in an effort to support the children and non offending parents
- Provide Testimony when needed

1/2004-5/2006 YWCA Crisis Service, Manchester NH

Criminal Justice Victim Advocate

- Coordinate Domestic Violence Project with community partner agencies
- Provide direct service to Victims of Domestic and Sexual Violence, Stalking
- Facilitate Victims Compensation and Pro Bono Attorneys for Victims
- Provide staff supervision as needed
- Provide Police and Hospital Accompaniment
- Provide Victim Case Management as needed
- Facilitate Domestic Violence Support groups
- Attend criminal proceedings regularly
- Participate on various committees
- Assist with Education and Outreach
- Provide emergency back up to crisis service volunteers
- Compute data for statistical purposes in accordance with Federal Grants

9/1998-1/2004 City of Manchester, Police Department, Manchester NH Domestic Violence Unit-Victim/Witness Advocate

- Keep Victims of crime notified of Case Status
- Advise Victims of the workings of the Criminal Justice System
- Provide Support to Victims of Domestic Violence and Sexual Assault throughout Criminal Process
- Assist Victims in communicating their needs to the Detective Division
- Participate in Outreach and Education in the Community as Outreach Coordinator
- Compute statistical data for the Domestic Violence Unit
- Conducted Nationwide training's for National Victim's Assistance Conference
- Follow up Home Visits
- All Administrative functions including but not limited to work in Microsoft Word,
- Access, Excel and Professional Office Suite; filing, typing, faxing, copying and correspondence through email and internet
- Responsible for all event, conferences and training travel arrangements

Lori Grant

EDUCATION

4/2003 Hesser College Manchester, New Hampshire Associate's Degree A.S., Law Enforcement A.S., Corrections, Probation and Parole

REFERENCES

Lori Grant

Attorney Joe Cherniske, Merrimack County Attorney's Office, Concord NH 228-0529

Chief Carlo Capano, Manchester Police Department, Manchester NH 493-0699

Jennifer Hunt, United States Attorney's Office, Concord NH 913-1185

CARLOS H. AGUDELO

OBJECTIVE:

Utilize my bilingual and Forensic Interviewing skills as a multi-disciplinary team member in an established child advocacy center in order to allow children an opportunity to recount their experiences through forensically sound conversations which occur in accepting and non-threatening environment

EDUCATION:

Bachelor's Degree in Psychology. University of Maine at Presque Isle, ME Master's Degree in Justice Studies, University of New Hampshire, Durham, NH

EXPERIENCE:

April 2015 -Present MONADNOCK REGION CHILD ADVOCACY CENTER / GRANITE STATE CHILDREN'S ALLIANCE 640 Mariboro Street (Rte. 101), Keene, NH 03431

<u>Program Coordinator / Forensic Interviewer</u> – Responsible for coordinating, conducting and creating utilization reports of child forensic interviews for Cheshire County Multi-disciplinary team. Work in conjunction with local law enforcement agencies, child protective services workers, assistant county attorneys, and victim advocates to ensure that children are provided with quality child forensic interview services in a comfortable and non-threatening atmosphere. Program Coordinator works in conjunction with the Family Support Services Worker to assist families with identifying follow-up services. Responsible for coordinating case review meetings, and responsible for ensuring that accreditation standards are met. Trained in NCAC Forensic Interview Protocol

July 2009 – April 2015

CITY OF MANCHESTER, NH - OFFICE OF YOUTH SERVICES

1045 Elm Street, Suite 204, Manchester, NH 03101

<u>Youth Services Counselor</u> – Responsible for performing outreach and providing direct-care services at various community settings in order to identify need and plan services to at-risk youth. Work in conjunction with various social service agencies including The Salvation Army, The Boys & Girls Club, The Manchester Police Athletic League, and the Greater Manchester Family YMCA. During school year perform outreach at Central High School in order to provide intervention for struggling students identified by school administrators. PRIME for Life Alcohol and Drug Education Course Instructor. Provide bi-lingual services to Spanish speaking families, and Moderator for Anger Management court diversion group.

April 2008 – Julij 2009 GREATER MANCHESTER YMCA – Allard Center

116 Goffstown Back Road, Goffstown, NH 03045 <u>Adventure Staff / Relief Staff</u> - Responsible for co-leading adventure activities for registered campers during adventure camp. Activities included: Hiking, Mountain Biking, Canoeing / Kayaking, Rock climbing. Also responsible for teaching basic indoor rock climbing skills, and responsible for filling in for transportation duties.



NFI NORTH, INC. - MIDWAY SHELTER

Ecs: Route 103, Bradford, NH 03221 Program Director – Responsible for administration and operation of a fifteen bed temporary residential program for court involved adolescent boys referred by the Division of Juvenile and Justice Services. Maintained program licensure from Bureau of Child Care Licensing and Department of Education. Responsible for hiring, training, scheduling, supervision and background checks of approximately twenty-five staff members.

WVNCHERLER BOYS & GIRLS CLUB

555 Union Street, Manchester, NH 03104 Site Director – Responsible for planning and development of alternate site after school program for middle school students. Responsible for hiring and training staff. Developed schedule of activities for members. Maintained contact with parents regarding progress of members. Developed Power Up contact with parents regarding progress of members. Developed Power Up contact with parents regarding progress of members. Maintained maintaining daily record of attendance.

NFI NORTH, INC. - MIDWAY SHELTER

136 Lowell Street, Manchester, NH 03104 Shift Supervisor – Responsible for adhering

Shift Supervisor – Responsible for adhering to program schedule and coordinating duties for direct care staff at a fifteen bed temporary residential program for court involved adolescent boys referred by the Division of Juvenile and Justice Services. Responsibilities included documentation of services and supervision of staff, and intervening during crisis situation.

References Available Upon Request

- 0ct. 2001 Jan. 2008

. Oct. 2001

Dec. 1998 -Dec. 1998 -

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QUALIFICATION HIGHLIGHTS

*Compassionate professional dedicated to making a positive impact within the community. *Possesses strong communication and multi-tasking abilities, which yield successful results in a fast paced environment.

*Very reliable individual that enjoys working both independently and as part of a team.

*Demonstrated ability to adhere to agency policies and maintain strict confidentiality within the program.

PROFESSIONAL EXPERIENCE

Family Support Specialist, The Greater Lakes Child Advocacy Center (Granite State Children's Alliance), Laconia, NH August 2016-present

*Support victims and non-offending caregivers throughout the CAC process *Provide information regarding community resources and refer them to applicable mental health/medical/generalized and/or specialized care *Administer Outcome Measurement Surveys *Provide case management and follow up services to family to ensure delivery/completion of referrals *Assist the Program Coordinator with scheduling of CAC's as well as various other tasks, including appropriate community outreach *Help coordinate and at times facilitate case review for the MDT to provide updates on family/case status

Referral Coordinator, Concord Orthopaedics, Concord, NH January 2015-August 2016

*Receive, process and assign incoming referrals from outside agencies *Possess a working knowledge of multiple computer programs *Scan medical records/documents into corresponding patient charts

*Regularly cover telephone switchboard using a multi-line phone system *Communicate with various agencies/PCP offices to verify active patient insurances and coverage *Update all patient demographics into chart, including verifying insurance policies/co-pays, etc.

Reason for leaving: Dream opportunity became available to work within a Child Advocacy Center

Case Manager, Genesis Behavioral Health, Laconia, NH, May 2013-January 2015

*Interview families to establish a basic care plan and enter all contact with clients into the corresponding computer database "Maintain monthly contact with children and families over the phone, in person, and by mail to assess for current needs "Perform outreach and present referrals to children and families connecting them to medical, social, and educational resources as needed "Compose eligibilities and quarterly reviews of the children's therapeutic progress "Perform overall clerical duties "Track client and therapist appointments

<u>Reason for leaving</u>: Potential termination of this position within the company lead me to seek other options in order to secure employment

Assistant Preschool/Kindergarten Teacher, The Edge: Kids and Fitness Program. South Burlington, VT. December 2012-May 2013

*Assist teachers in implementation of developmentally appropriate curriculum *Encourage children to participate in a variety of extracurricular activities, in addition to their pre-academic learning *Establish effective communication with parents, children, and staff *Maintain cleanliness throughout classrooms Reason for leaving: Moved to NH Juvenile Probation and Parole Officer (INTERN), Division for Juvenile Justice Services, Department of Health and Human Services, Laconia, NH September-December 2009

* 246 hours committed to performing a variety of Juvenile Probation Officer duties *Visited youth at home, school, and residential placement facilities *Composed and filled out multiple Court reports *Attended Court on a regular basis *Administered instant substance use screens *Inserted all contact with clients and involved parties into the corresponding computer database *Attended and participated in self defense training session

Restorative Juvenile Justice Participant (VOLUNTEER), Communities for Alcohol and Drug Free Youth (CADY) Phymouth, NH, March-May 2009

*15 hours dedicated to learning the basic principles of restorative justice *Presented "You and the Law" PowerPoint presentation to local high school and youth centers *Participated in Panel Member Training *Attended/observed an intake meeting

Photographer/Sales Associate, Sears Portrait Studio, South Burlington, VT. September 2005-August 2007 *Scheduled portrait appointments *Captured the desired photographs of the client *Operated and managed cameras, computers, printers, cash/faux register, etc..*Presented and sold products that fit the customer's needs *Tracked and processed sales orders *Performed basic janitorial labor throughout the studio *Followed company safety regulations Reason for leaving: Attended college in NH

EDUCATION/TRAININGS

*Bachelor of Arts: Criminal Justice, 2010 *Minor: Child Welfare and Family Studies, 2010 Plymouth State University, Plymouth, NH

HONORS/AWARDS

*Graduated Summa Cum Laude - Gonfalon Recipient, Criminal Justice Department, 2010 *Outstanding Internship Award, Criminal Justice Department, 2010 *David L. Kent Criminal Justice Spirit Award, Fall/Spring Semesters, 2009-2010 *Member of the Alpha Phi Sigma's Eta Zeta Chapter of the National Criminal Justice Honor Society, April 2008present

REFERENCES

- <u>Mark Fischler</u>- 603-707-2314
 - Professor and Chair of the Department of Criminal Justice: Plymouth State University
- <u>Paula Clearwater</u> 603-524-1100
 - Supervisor: Child & Family Department of Genesis Behavioral Health
- Kaitlin Sapack- 603-707-7019
 - Program Assistant/Forensic Interviewer: Merrimack County Advocacy Center

MEGHAN'E.NOYES.

PERSONAL ATTRIBUTES/CAPABILITIES

Strong communication skills-Honest-Dependable Enthusiastic-Dedicated-Accountable-Patient Empathetic-Flexible-Multi-Tasking

- Very hard working and eager to be involved in victim services
- Inspired to excel and able to perform best with others
- Proven excellence in verbal communication skills with past and present jobs
- Able to handle high-intensity situations, with quick physical and mental responses
- Motivated to obtain personal goals and assist others in reaching theirs

EDUCATION

Bachelor of Arts Degree in Criminal Justice, Plymouth State University, May 2006 3.7 GPA on 4.0 bases

Associates Degree in Criminal Justice, McIntosh College, Dover NH, May 2004 3.87 GPA on 4.0 basis

Certified Part-time NH Police Officer, December 2008.

Nationally Trained Forensic Interviewer. January 2007.

Conducted over 2000 interviews of child abuse victims as of 12/31/2018.

CPR/First Aid Certified. May 2012

AWARDS

- City of Laconia, Debra Bieniarz Outstanding Service to Youth Award. 2010.
- Academic Award. 254th NH Part-time Police Academy. December 2008.
- Excellence in Criminal Justice Award, McIntosh College. May 2004

CIVIC AFFILIATIONS

Family Violence and Prevention Council, Belknap County. 2010-Present Alpha Phi Sigma-Vice President Honor Society. 2005-2006 Big Brothers and Big Sisters. 2000-2002 Present

MEGHAN NOYES

Page 2

RELATED EXPERIENCE

<u>Director of Program Services</u>, Granite State Children's Alliance January 2007-Present Laconia, NH

 Daily procedures include conducting forensic interviews of child abuse victims, providing training to Multi-Disciplinary Team members in the areas of child abuse/interviewing, supervision and support to direct service staff, grant writing and training and prevention outreach within the community.

Special Deputy. Belknap County Sheriff's Department June 2016-Present

 Daily procedures include transportation of inmates to court hearings, transportation of IEA individuals to psychiatric facilities, responding to emergency and non-emergency calls, execution of warrants and extraditions throughout the Northeast/Country and participating in on-going law enforcement trainings.

Patrol Officer, Part-time, Plymouth State University Police August 2008-October 2017

 Daily procedures include responding to emergency and non-emergency calls, issuing parking violations, participating in University Police trainings and participating in University events/trainings.

Community Service Officer, Laconia Police Department May 2006-January 2007 Laconia, NH

 Daily procedures include responding to non-emergency calls, issuing parking violations, and attending community events

Intern Patrol Officer, Laconia Police Department January 2006-May 2006 Laconia, NH

• Direct involvement in daily patrol procedures; arresting and booking offenders, writing and issuing summons, serving subpoenas, using AFIS system, responding to service calls, attending court hearings, and participating in on-site training classes.

REFERENCES- Available upon request

) Ben

ATTORNEY GENERAL DEPARTMENT OF JUSTICE

33 CAPITOL STREET CONCORD, NEW HAMPSHIRE 03301-6397

ANN M. RICE DEPUTY ATTORNEY GENERAL

May 22, 2017

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

Concord New Hampshire 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

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

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

| | | | FY2018 | FY2019 | FY2020 |
|---------------------|-----------------------------------|----------------------|--------------------|---------------|---------------|
| Account | Organization | <u>Vendor #</u> | <u>Amount</u> | <u>Amount</u> | <u>Amount</u> |
| 071-500574 | Merrimack County CAC | 177435- 6 005 | \$ 75,000 · | \$ 75,000 | \$ 75,000 |
| 072-500574 | Strafford County CAC | 177478- 6 008 | \$ 75,000 | \$ 75,000 | \$ 75,000 |
| 072-500575 | CAC of Carroll County | 165511-B001 | \$ 75,000 | \$ 75,000 | \$ 75,000 |
| 072-500575 | CAC of Coos County | 167966-B001 | \$ 75,000 | \$ 75,000 | \$ 75,000 |
| 0 <u>72-</u> 500575 | Mary Hitchcock Memorial Hospital | 177160-B001 | \$150,000 | \$150,000 | \$150,000 |
| 072-500575 | Granite State Children's Alliance | 172495-B001 | \$300,000 | \$300,000 | \$300,000 |
| | | | | | |

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

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

> Organization Granite State Children's Alliance

#1718486

 Vendor #
 Amount

 172495-B001
 \$556,297

EXPLANATION

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

1. A priority for the allocation of the funds was to increase subgrants to existing core direct service providers that apply standardized methods for handling child abuse and neglect cases with a focus on limiting the number of interviews to minimize trauma to the child victim. The Child Advocacy Centers (CACs), Mary Hitchcock Memorial Hospital and the Granite State Children's Alliance provide such services for child victims.

2. The Department of Justice sent out an open Request for Proposals (RFP) for \$3.6 million to entities providing direct services to victims of crime. The Department made available \$1.2 million for services to each of the following groups: domestic violence victims, sexual assault victims and child abuse victims. The Granite State Children's Alliance applied for, and was awarded, funding for enhanced forensic child abuse investigative training, child abuse data collection, forensic child abuse exam equipment and child abuse victim support services.

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

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

Respectfully submitted,

Gordon J. MacDonald Attorney General

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 Departm | ent of Justice | 1.2. State Agency Address 33 Capitol Street, Concord, NH 03301 | | | | |
|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|--|--|--|
| 1.3. Subrecipient Name Granite State Children's | Alliance | 1.4. Subrecipient Addre 2 Wellman Ave., Suite 140 | | | | |
| 1.5 Subrecipient Phone #603-864-0215 | 1.6. Account Number 02-20-20-201510- 5021-072-500575 | 1.7. Completion Date June 30, 2020 | 1.8. Grant Limitation \$900,000.00 | | | |
| 1.9. Grant Officer for Sta Kathleen B. Carr | te Agency | 1.10. State Agency Tele (603) 271-3658 | phone Number | | | |
| "By signing this form we certif including if applicable RSA 31 | | any public meeting requireme | nt for acceptance of this grant, | | | |
| 1.11. Subrecipient Signal | ture 1 | 1.12. Name & Title of Subrecipient Signor 1 JON PULVET - EXECUTIVE, MEETUR | | | | |
| Subsectipient Signature 2 | | NA | ipient Signor 2 If Applicable | | | |
| 1.13. ⁷ Acknowledgment: / & before the undersign to me (or satisfactorily pr acknowledged that he/she | ned officer, personally ap oven) to be the person w | peared the person identif hose name is signed in blo | ñed in block 1.12., known ock 1.11., and | | | |
| 1.13.1. Signature of Nota (Seal) | ry Public or Justice of th | | DANIELLE M. PAUL, Notary Public State of New Hampshire Immission Expires November 18, 2020. | | | |
| 1.13.2. Name & Title of M Danieur | | | | | | |
| 1.14. State Agency Signa | 1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) | | | | | |
| Konner Ca | mKet | pleas Carry D. | rector of Admin | | | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) | | | | | | |
| By: Assistant Attorney General, On: 5/12/17 | | | | | | |
| 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").

Subrecipient Initial(s):

Date:

- AREA COVERED. Except as otherwise specifically provided for herein, the 3. Subrecipient shall perform the Project in, and with respect to, the State of New Hamoshire.
- 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 9.3. signature by the State Agency as shown in block 1.14 ("the effective date").
- Except as otherwise specifically provided herein, the Project, including all 9.4. 4.2. 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").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 5.2
- In accordance with the provisions set forth in EXHIBIT B, and in consideration 10. 5.3. 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 psyable 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 11. shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and norwithstanding unexpected circumstances, in no event shall the total of all 11.1.1 payments authorized, or actually made, hereunder exceed the Grant limitation set 11.1.2 Failure to perform the Project satisfactorily or on schedule; or forth in block 1.8 of these general provisions.
- COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS, 11.1.4 Failure to maintain, or permit access to, the records required hereunder; or 6. In connection with the performance of the Project, the Subrecipient shall comply 11.2. with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the 11.2.1 more, or all, of the following actions: Subrecipient, including the acquisition of any and all necessary permits.
- 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 11.2.2 administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often 11.2.3 as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes 12. all persons, natural or fictional, affiliated with, controlled by, or under common 12.1. ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
- 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 12.2. 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 12.3. relationship with the State, or who is a State officer or employee, elected or 8.3.
- appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 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, 13. reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

Rev. 9/2015

Page 2 of 6

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

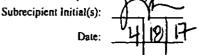
- Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State 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.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination. EVENT OF DEFAULT: REMEDIES.
- Any one or more of the following acts or omissions of the Subrecipient shall 11.1. constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

9.2.

- 11.1.3 Failure to submit any report required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or
 - Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State
 - determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

- TERMINATION.
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 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.
 - CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshite 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

any decision telating 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 18. 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,
- 15. workmen's compensation or emoluments provided by the State to its 19. employees. 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 20. subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all 21. 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 22. constitute a waiver of the sovereign immunity of the State, which immunity is

17. hereby reserved to the State. This covenant shall survive the termination of this 23. 17.1 agreement.

INSURANCE AND BOND.

16.

The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project 24.

- work to obtain and maintain in force, both for the benefit of the State, the 17.1.1 following insurance:
- 17.1.2 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

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

approval of the undertaking or carrying out of such Project, shall participate in 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.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit,

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement. .

Rev. 9/2015

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<u>EXHIBIT A</u>

-SCOPE OF SERVICES-

- 1. Granite State Children's Alliance as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2016VOCA2.
- 2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.
- 3. Subrecipient are required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
- 4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
- 5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
- All correspondence and submittals shall be directed to: NH Department of Justice Grants Management Unit 33 Capitol Street Concord, NH 03301 603-271-1261 or Tanya.Pitman@doj.nh.gov.

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EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

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

3a. The Subrecipient shall be awarded an amount not to exceed \$300,000 of the total Grant Limitation from 7/1/17 to 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

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3b.The Subrecipient shall be awarded an amount not to exceed \$300,000 of the total Grant Limitation from 7/1/18 to 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3c. The Subrecipient shall be awarded an amount not to exceed \$300,000 of the total Grant Limitation from 7/1/19 to 6/30/20, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

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EXHIBIT C

-SPECIAL PROVISIONS-

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

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Appendix 1

Special Conditions to the State of New Hampshire Grant Agreement VOCA Funding

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

a. Adherence to the following requirements of:

i. Victims of Crime Act (VOCA) 42 U.S. Code Sections Sections 10404(a)(2) and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8,

2016 28CFR Part

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

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

- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;

vi. The Age Discrimination Act of 1975;

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

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

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

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- b. Pursuant to Executive Order 13513,"Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
- 2. Reports and Certifications Required:
 - a. Subrecipient will be required to file quarterly performance reports.
 - b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
 - c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.
- 3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
- 4. The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an employee of a Member of Congress, in connection with this Federal grant or cooperative agency, a Member of Congress in connection with this Federal grant or cooperative agency, a Member of Congress in connection with this Federal grant or cooperative of a Member of Congress in connection with this Federal grant or cooperative agency, a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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- 5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
- 7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-VA-GX-0007 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
- 8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2015-VA-GX-0007) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
- 10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
- 11. The Subrecipient <u>must utilize volunteers</u> to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
- 12. The Subrecipient agrees that all services will be provided at no charge to victims unless a Page 3 of 12

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program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

- 13. The Subrecipient agrees to <u>assist victims in applying for Victims Compensation</u> benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
- 14. The Subrecipient understands that VOCA non-allowable personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, substance abuse treatment services, capital expenses, compensation for victims of crime and fundraising.
- 15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the

OIG by – Mail:

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

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881 additional information is available from the DOJ OIG website at <u>www.usdoj.gov/oig</u>.

16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or

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

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

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Victims of Crime Act-VOCA Assistance Subrecipient P-37

factual basis, to support this representation; and

- iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
- 18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
- 19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
- 20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
- 21. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the

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

- 22. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at <u>www.lep.gov</u>.
- 23. The subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 24. The Subrecipient, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the Subrecipient has on file and available upon audit one of the following:
 - A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the Subrecipient is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non- profit status

Subrecipient that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the Subrecipient is a local non-profit

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affiliate.

- 25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient at any-tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
- 26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "2015 DOJ Grants Financial Guide").
- 27. Requirement for data on performance and effectiveness under the award the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.
- 28. OJP Training Guiding Principles

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

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delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available

at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The Subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at:

<u>http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm</u> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

- 30. Subrecipient will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- 31. Certification regarding debarment, suspension ineligibility, and voluntary exclusion A person may be debarred or suspended for any of the causes listed in 28 CFR-§67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the Subrecipient.

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or

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debarment.

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

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DEPARTMENT OF

JUSTICE STATE OF NEW

HAMPSHIRE



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

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

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

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

| Granite State Children's Alliance. | Joy Burrett - Executive Director |
|------------------------------------------------------------------|------------------------------------------------|
| Name and Title of Head of Agency | |
| Signature | 4 18 2014 Date |
| Granite State Children's Allance - Name and Address of Agency | - 2 Wellman Que. Suite 140 Nashua, NH 03004 |
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Page 11 of 12

32. Certification Regarding EEOP Required:

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

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

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

I have read and understand all 33 special provisions contained in this document:

Execution Authorized Representative Date Signature HOWNMAN Name and Address of Agency overon NH

Page 12 of 12

32. Certification Regarding EEOP Required:

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

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

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

I have read and understand all 33 special provisions contained in this document:

- Executive Direc Name and Title of Authorized Representative Signature Date ren's Alliance - 2 Wellman Que., Suite 140 Nashua 140 3004 State Name and Address of Agency

Page 12 of 12

State of New Hampshire Department of State

CERTIFICATE

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD ADVOCACY CENTER OF COOS COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 17, 2009. 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: 608787



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of April A.D. 2017.

William M. Gardner Secretary of State

3 State Street, Suite 1 Groveton NH 03582 Phone: (603) 636-1999 Fax: (603) 636-1185



Kimberly Preston Executive Director cooscac@gmail.com

Child Advocacy Center of Coos County Certificate of Authority

I, Jessica Riendeau, hereby certify that I am duty elected President of the Child Advocacy Center of Coos County's Board of Directors. I hereby certify the following is a true copy of a vote taken by the Board of Directors, on April 26, 2017. A quorum of the Board of Directors voted and passed the following:

VOTED: That Kimberly Preston, Executive Director, is duly authorized to enter into

contracts or agreements on behalf of the Child Advocacy Center of Coos

County with the State of New Hampshire and any of its agencies or departments

and is further authorized to execute any documents which may in her judgement

be desirable or necessary to effect the purpose of this vote.

I, hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and 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 Child Advocacy Center of Coos County in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: (Attest:

Jessica Riendeau, President of the Board of Directors, Child Advocacy Center of Coos County

The forgoing instrument was acknowledged before me, this day the 26th of April 2017 by Jessica Riendeau.

Name, Justice of the Peace

Commission Expires: _

IESSICA L CAIN, Justice of the Peace State of New Hallbarder Mr. Commission Exelles October 6, 2021



CERTIFICATE OF LIABILITY INSURANCE

| DATE (HONDOMYYY) |
|------------------|
| 4/26/2017 |

| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES |
| BELOW, THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED |
| REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. |
| IMPORTANT: If the cartificate holder is an ADDITIONAL INSURED, the policy(les) 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 |
| and the state to the state of each and an an an and a line of the state of the stat |

| ceruncete notder in Deu of such endorsemende). | | | | |
|------------------------------------------------|------------------------------------|---------------------|--|--|
| PRODUCER | MATE: Fairley Kanneally | | | |
| E & S Insurance Services LLC | HONE EAST (603) 293-2791 | Not: (603) 293-7188 | | |
| 21 Meadowbrook Lane | ACONTER: fairley@esinsurance.com | | | |
| P O Box 7425 | INSUREN(S) AFFORDING COVERAGE | NAIC 6 | | |
| Gilford NH 03247-7425 | MSURERA: Philodolphia Insurance Co | | | |
| INSURED | Maurer B FirstComp | 27626 | | |
| Child Advocacy Center of Coos County | HAURER C : | | | |
| 3 State Street Unit 1 | (INSURER D : | | | |
| | DIBURER E | | | |
| Groweton NR 03582 | | 1 — | | |

COVERAGES CERTIFICATE NUMBER:2016-17

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 PAD CLAMS.

| | TYPE OF INSURANCE | | POLICY NUMBER | POLICY EFT | MINDOATIYA | | * |
|---|----------------------------------------------------------|-----------|---------------------------------------|------------|------------|----------------------------------------------|------------------|
| | X CONNERCIAL GENERAL LIABILITY | | · · · · · · | | | EACH OCCURRENCE | 1,000,000 |
| λ | CLAMS-MADE X OCCUR | | | | | DAMAGE TO RENTED PREMISES (En occurrence) | \$ 100,000 |
| | | | PEPEL547817 | 12/15/2016 | 12/15/2017 | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | GENL AGGREGATE LOWT APPLIES PER: | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | · | | | PRODUCTS - COMPIOP AGG | \$ 2,000,000 |
| | | | | | | Professional LiebRy | \$ 1,000,000 |
| | AUTOMOBILE LIABILITY | | · · · · · · · · · · · · · · · · · · · | | | COMBINED SINGLE LIMIT (Es accident) | 5 |
| | | | | | | BOOILY BUURY (Per person) | \$ |
| | ALL OWNED GCHEDULED | | | | | BOOLY INLARY (Per accident) | 8 |
| | HIRED AUTOG | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | 8 |
| | USERVELLA LIAB OCCUR | | | | | EACH OCCURRENCE | 8 |
| ' | EXCESS LIAS CLAMS MADE | | | | | AGGREGATE | 5 |
| | DED RETENTION & | | | | | | \$ |
| | WORKERS CORPENSATION | | | | | | |
| | ANY PROPRIETOR PARTNER EXECUTIVE | N/A | • | | | E.L. EACH ACCIDENT | \$ 100,000 |
| | (Bandatory in 101) | <u>"'</u> | WC0102162-08 | 12/15/2016 | 12/15/2017 | E.L. DISEASE - EA EMPLOYEE | \$ 100,000 |
| | B yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |
| | | | | | | · · · · · · · · · · · · · · · · · · · | |
| | | | | | | | ×. |
| | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Banarias Behadula, may be attached if more space to required)

| CERTIFICATE HOLDER | CANCELLATION |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| State of 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. |
| Concord, NA VSSVI | AUTHORIZED REPRESENTATIVE |
| | F Kenneally/SARA Jailey Kennesely- |

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REVISION NUMBER:

The ACORD name and logo are registered marks of ACORD

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE GRANITE STATE CHILDREN'S ALLIANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 24, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business 1D: 456237



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. 2017.

William M. Gardner Secretary of State

or flater



2 Wellman Ave. Suite 140 Nashua, NH 03064

Certificate of Authority

I, <u>Joseph "Tate" Curti</u>, President of the Board of Directors of the Granite State Children's Alliance, do hereby certify that:

- 1. I am a duly elected officer of the Granite State Children's Alliance.
- 2. The following is true of the adopted slate of officers elected at a meeting of the Granite State Children's Alliance held on <u>November 12th 2015</u>.

Resolved: That the <u>Executive Director</u> is hereby authorized on behalf of Granite State Children's Alliance to enter into the said contract with the <u>State of New Hampshire – Department of Justice</u> 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 <u>30th day of June 2017</u>.
- 4. Joy Barrett is the Executive Director of the Granite State Children's Alliance.

Joseph "Tate" Curti Board President, Granite State Children's Alliance

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me on <u>April 29, 2016</u> by Joseph "Tate" Curti.

6f Justice of the Peace

Name and title of Nota stice of the Peace Public of

(Notary Seal)

7/2017



| THIS CERTIFICATE IS ISSUED AS A MATTI CERTIFICATE DOES NOT AFFIRMATIVELY BELOW. THIS CERTIFICATE OF INSURAN REPRESENTATIVE OR PRODUCER, AND TH IMPORTANT: If the certificate holder is an Al- the terms and conditions of the policy, certai certificate holder in lieu of such endorsemen | OR N ICE D E CER DDITIO | NEGATIVELY AMEND, EX IQES NOT CONSTITUTE ATTFICATE HOLDER. ONAL INSURED, the policy | TEND OR\ALT A CONTRACT /(les) must be e | ER THE CO BETWEEN 1 | VERAGE AFFORDED E THE ISSUING INSURER SUBROGATION IS WAIV | 3Y THE (S), AU | POLICIE |
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| ton & Berube Insurance Agency, Inc. | | | | eauregard_ | FAX | con 00 | C 4000 |
| Concord Street | | - H | ONE <u>C. No. Ext):603-88</u> IAIL | | IAC. Not: | 00.3-88 | <u>b-4230</u> |
| shua NH 03061 | | | DREss:cbeaureg | · · · — | DEILIDE.COM | | |
| | | | | | nce Companies | | NAIC # |
| SURED CHIAD | 1 | | UNER D :First Co | | | | |
| anite State Children's Alliance | | | URER C : | ш <u>у</u> | | | |
| Wellman Ave, Suite 140 | | , | URER D : | | · · · | | |
| lashua NH 03060 | | | URER E : | | | | |
| • | | | URER F : | | | | |
| OVERAGES CERTIFIC | | UMBER: 306066176 | | | REVISION NUMBER: | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF IN | | | BEEN ISSUED TO | | | HE POL | ICY PERIO |
| NDICATED. NOTWITHSTANDING ANY REQUIRE CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH POLICI | jn, th Ies. Lip | E INSURANCE AFFORDED | BY THE POLICIE | S DESCRIBE | D HEREIN IS SUBJECT TO | | |
| ADDLIS TYPE OF INSURANCE | | POLICY NUMBER | POLICY EFF | POLICY EXP | LINAT | 18 | |
| GENERAL LIABILITY | | HPK1533921 | 9/30/2016 | 9/30/2017 | EACH OCCURRENCE | \$2,000, | 000 |
| COMMERCIAL GENERAL LIABILITY | | | ļ | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,00 | |
| CLAIMS-MADE X OCCUR | | | | | MED EXP (Any one person) | \$5,000 | |
| | | | | | PERSONAL & ADV INJURY | \$2,000, | 000 |
| | | | | | GENERAL AGGREGATE | \$4,000, | 000 [.] |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PRODUCTS - COMPIOP AGG | \$4,000, | 000 |
| | | | | | | \$ | |
| | Pi | HPK1533921 | 9/30/2016 | 9/30/2017 | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) | \$1,000, \$ | 000 |
| ALL OWNED SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | \$ | |
| X HIRED AUTOS X NON-OWNED | ſ | | | • | PROPERTY DAMAGE | \$ | |
| | ł | | | | | \$ | |
| UNBRELLA LIAB OCCUR | | | | | EACH OCCURRENCE | 3 | |
| EXCESS LIAB CLAIMS-MADE | | | | | AGGREGATE | \$ | |
| DED RETENTION \$ | | | | | | \$ | |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | M | WC006885503 | 9/30/2016 | 9/30/2017 | X WC STATU- TORY LIMITS FR | | |
| ANY PROPRIETOR/PARTNER/EXECUTIVE | | | | | E.L. EACH ACCIDENT | \$500,00 | x |
| (Mendatory In NH) | | | | | E.L. DISEASE - EA EMPLOYEE | \$500,00 | x |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | *** | | | E.L. DISEASE - POLICY LIMIT | \$500,00 | x0 |
| Directors & Officers Liability Cleims Made | Pł | HSD1184461 | 9/30/2016 | 9/30/2017 | Aggregate | \$2,000,0 \$2,000,0 \$1,000 | |
| Claims Made SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (An /orkers Compensation Information: Covera ontract per Philadelphia Insurance GL Delu | ae foi | r NH: no excluded officer | s. Additional i | nsured stati | us apolies when require | | ritten |
| | | | | | | | |
| For Informational Purposes only c/o Granite State Children's Alliar 2 Wellman Ave, Suite 140 | nce | 1 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS. | | | | |
| Nashua NH 03064 | | | AUTHORIZED REPRESENTATIVE | | | | |
| ORD 25 (2010/05) The | | RD name and logo are re | | | ORD CORPORATION. | All righ | its reserv |

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 | | 1.2. State Agency Address | | | | | | |
| New Hampshire Dep | partment of Justice | 33 Capitol Street, Concord, NH 03301 | | | | | | |
| 1.3. Subrecipient Name | | 1.4. Subrecipient Address | , | | | | | |
| Granite State Ch | ildren's Alliance | 2 Wellman Ave., Suite 140, Nashua, NH 03064 | | | | | | |
| 1.5 Subrecipient Phone # | 1.6. Account Number | 1.7. Completion Date | 1.8. Grant Limitation | | | | | |
| (603) 864-0215 | 02-20-20-201510-5021-072-5000575 | June 30, 2020 556,297.0 | | | | | | |
| 1.9. Grant Officer for State Ager | ncy | 1.10. State Agency Telephone | Number | | | | | |
| Kathleen B. Carr | | (603) 271-3658 | | | | | | |
| "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." | | | | | | | | |
| 1.11. Subrecipient Signature 1 | | 1.12. Name & Title of Subreci | pient Signor 1 | | | | | |
| h | | Joy Burrett -Exer | cutive Directue | | | | | |
| Subrecipient Signature 2 If Appl. | icable | Name & Title of Subrecipient Signor 2 If Applicable | | | | | | |
| NA | | NA | · · · · | | | | | |
| 1.13. Acknowledgment: State of New Hampshire, County of HILLSBORD on 4/24/247, 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 DANIELLE M. PAUL, Notary Public State of New Hampshire State of New Hampshire My Commission Expires November 18, 2020 | | | | | | | | |
| 1.13.2. Name & Title of Notary | | | | | | | | |
| DANIELLE M PALL, NUTARY PUBLIC | | | | | | | | |
| | | • | | | | | | |
| 1.14. State Agency Signature(| s) 1.15. Name | & Title of State Agency Signor | (s) | | | | | |
| 1.14. State Agency Signature | s) I.15. Name | | (5) ector of Admini | | | | | |
| 1.14. State Agency Signature <u>Foundation</u> (C 1.16. Approval by Attorney Ger | www.Kathle | o Carri Die | ector of Admini | | | | | |
| tauller Co | www.Kathle | Conformation (if G & C approval requi | ector of Admini | | | | | |
| 1.16. Approval by Attorney Ger | Assistant Attorney Gene | Conformation (if G & C approval requi | ector of Admini | | | | | |
| Fathleen (c 1.16. Approval by Attorney Ger By: 35 25 | Assistant Attorney Gene | Conformation (if G & C approval requi | ector of Admini | | | | | |

identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Rev. 9/2015

Page 1 of 6

Subrecipient Initial(s): Date:

- AREA COVERED, Except as otherwise specifically provided for herein, the 9.2. Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become 9.3. effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon 9.4. signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- 5. <u>GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.</u> 9.5. 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, 11. incurred by the Subrecipient in the performance hereof, and shall be the only, 11.1. and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and 11.1.1 notwithstanding unexpected circumstances, in no event shall the total of all 11.1.2 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3 set forth in block 1.8 of these general provisions. 11.1.4
- <u>COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS</u>, 11.2. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or 11.2.1 municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
- 7. <u>RECORDS and ACCOUNTS.</u>
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in 11.2.2 connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often 11.2.3 as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data 12. (as that term is hereinafter defined), and other information relating to all matters 12.1. covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
- 8. PERSONNEL
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to 12.2. perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, 12.3. subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or 8.3. appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event 12.4. of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and 13. things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

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

On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
- EVENT OF DEFAULT: REMEDIES

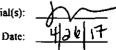
10.

- 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"):
- I.I. Failure to perform the Project satisfactorily or on schedule; or
- 1.2 Failure to submit any report required hereunder; or
- 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.
- 1.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 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
- 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
- 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
- 1.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 2. TERMINATION.
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
- <u>CONFLICT OF INTEREST</u>. 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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Subrecipient Initial(s):



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.

- SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this 14 Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and 18. are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, 15. or otherwise transfer any interest in this Agreement without the prior written 19. consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold 20. harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out 21. of (or which may be claimed to arise out of) the acts or 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 22 this agreement.

17. INSURANCE AND BOND.

- 171 The Subrecipient shall, at its own expense, obtain and maintain in force, or 23. shall require any, subcontractor, subgrantee or assignce performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- Statutory workmen's compensation and employees liability insurance for all 24. 17.1.1 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

- personal interest or the interest of any corporation, partnership, or association 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 prohibiling cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initial(s):

Date:

<u>EXHIBIT A</u>

-SCOPE OF SERVICES-

- 1. The Granite State Children's Alliance as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of child abuse in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2016VOCA1.
- 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. Subrecipient will provide services as detailed in their application for Strengthening and Expanding Services for Child Victims of Abuse.
- All correspondence and submittals shall be directed to: NH Department of Justice, Grants Management Unit 33 Capitol Street Concord, NH 03301 603-271-1261 or Tanya.Pitman@doj.nh.gov.

Subrecipient Initials

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<u>EXHIBIT B</u>

-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 \$556,297.00 of the total Grant Limitation from 7/1/17 to 6/30/20, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials Date

EXHIBIT C

-SPECIAL PROVISIONS-

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

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Subrecipient Initials <u>(</u> 17-Date_

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Appendix 1

Special Conditions to the State of New Hampshire Grant Agreement VOCA Funding

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

a. Adherence to the following requirements of:

i. Victims of Crime Act (VOCA) 42 U.S. Code Sections Sections 10404(a)(2) and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8,

2016 28CFR Part

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

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

- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;
- vi. The Age Discrimination Act of 1975;
- vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38 and 39);

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

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

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- b. Pursuant to Executive Order 13513,"Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
- ² 2. Reports and Certifications Required:
 - a. Subrecipient will be required to file quarterly performance reports.
 - b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
 - c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.
 - The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (1-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
 - 4. The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of congress, or an employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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Victims of Crime Act-VOCA Assistance Subrecipient P-37

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- 5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
- 7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-VA-GX-0007 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
- 8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2015-VA-GX-0007) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
- 10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
- 11. The Subrecipient <u>must utilize volunteers</u> to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
- 12. The Subrecipient agrees that all services will be provided at no charge to victims unless a

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program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

- 13. The Subrecipient agrees to <u>assist victims in applying for Victims Compensation</u> benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
- 14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, substance abuse treatment services, capital expenses, compensation for victims of crime and fundraising.
- 15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the

OIG by – Mail:

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

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881 additional information is available from the DOJ OIG website at <u>www.usdoj.gov/oig</u>.

16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or

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

a. In accepting this award, the recipient-

 represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- b. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-
 - i. it represents that— it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. it has made appropriate inquiry, or otherwise has an adequate

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factual basis, to support this representation; and

- iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
- 18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
- 19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
- 20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
- 21. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the

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

- 22. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at <u>www.lep.gov</u>.
- 23. The subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 24. The Subrecipient, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the Subrecipient has on file and available upon audit one of the following:
 - A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the Subrecipient is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non- profit status

Subrecipient that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the Subrecipient is a local non-profit

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affiliate.

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- 25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
- 26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "2015 DOJ Grants Financial Guide").
- 27. Requirement for data on performance and effectiveness under the award the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

28. OJP Training Guiding Principles

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

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delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <u>http://ojp.gov/funding/ojptrainingguidingprinciples.htm</u>.

29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The Subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at:

http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

- 30. Subrecipient will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- 31. Certification regarding debarment, suspension ineligibility, and voluntary exclusion A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the Subrecipient.

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or

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debarment.

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

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DEPARTMENT OF

JUSTICE STATE OF NEW

HAMPSHIRE



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

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

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

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

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32. Certification Regarding EEOP Required:

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

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

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

I have read and understand all 33 special provisions contained in this document:

erutue Director Name and Title of Authorized Representative ienature Date n's Allance - Zwellman 140 Nushua, NH 03044 Name and Address of Agency

Page 12 of 12

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE GRANITE STATE CHILDREN'S ALLIANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 24, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 456237



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. 2017.

William M. Gardner Secretary of State

or flatt



2 Wellman Ave. Suite 140 Nashua, NH 03064

Certificate of Authority

I, Joseph "Tate" Curti, President of the Board of Directors of the Granite State Children's Alliance, do hereby certify that:

- 1. I am a duly elected officer of the Granite State Children's Alliance.
- 2. The following is true of the adopted slate of officers elected at a meeting of the Granite State Children's Alliance held on <u>November 12th 2015</u>.

Resolved: That the <u>Executive Director</u> is hereby authorized on behalf of Granite State Children's Alliance to enter into the said contract with the <u>State of New Hampshire – Department of Justice</u> and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- 3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 30th day of June 2017.
- 4. Joy Barrett is the Executive Director of the Granite State Children's Alliance.

Joseph "Tate" Curti Board President, Granite State Children's Alliance

STATE OF NEW HAMPSHIRE

County of Hillsborough

| The forgoing instrument was acknowledged before me on | April 29, 2016 by Joseph "Tate" |
|-------------------------------------------------------|---------------------------------------------------------|
| Curti. | |
| SMBBW0000 | KONQW. Sangent |
| A SARGAN | Signature of Notary Public of Justice of the Peace |
| DOPARSSICN DOPARSSICN FEDERULARY 8. LU 2017 | Tara M. Sargent |
| FEBRUARY 8. 44 | Name and title of Notary Public of Justice of the Peace |
| Commission Expires | (Notary Seal) |
| | |

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| Eaton & Berube Insurance Agency, In 11 Concord Street | . . | | | PHONE (AC. No. Ext):603-882-2766 E-MAL E-MAL | | | | | 5-4230 | |
| Nashua NH 03061 | | | | ADDRE | sscpeaureg | ard@eaton | | | <u> </u> | |
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| | | | ļ. | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,0 | | |
| CLAIMS-MADE X OCCUR | | ļ | | | | | MED EXP (Any one person) | \$5,000 | | |
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| AND EMPLOYERS' LIABILITY Y/I | 1 | | | | | | | E.L. EACH ACCIDENT | \$500,0 | |
| OFFICER/MEMBER EXCLUDED? | | | | | | | | E.L. DISEASE - EA EMPLOYEE | | |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | 1 | · · · · · · · · · · · · · · · · · · · | |
| Directors & Officers | | | PHSD1184461 | | 9/30/2016 | 9/30/2017 | Per Claim | \$2,000,0 | | |
| Liabüky Claims Made | | | | | | 5100-2017 | Aggregate Deductible | \$2,000,0 \$1,000 | 000 | |
| NESCRIPTION OF OPERATIONS / LOCATIONS / VEH Workers Compensation Information: contract per Philadelphia Insurance | Cover | age | for NH; no excluded offi | icers. | Additional i | nsured statu | us applies when require 0/11). | ed by v | written | |
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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 Street, Concord, NH 03301 | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--|--|
| 1.3. Subrecipient Name Child Advocacy Center o | f Coos County | 1.4. Subrecipient Address 3 State Street, Suite 1, Groveton, NH 03582 | | | |
| 1.5 Subrecipient Phone (603) 636-1999 | 1.6. Account Number 02-20-20-201510- 5021-072-500575 | 1.7. Completion Date June 30, 20201.8. Grant Limitation \$ 225,000.00 | | | |
| 1.9. Grant Officer for Sta Kathleen B. Carr | te Agency | 1.10. State Agency Tele (603) 271-3658 | 1.10. State Agency Telephone Number (603) 271-3658 | | |
| "By signing this form we certif including if applicable RSA 31 | | any public meeting requireme | ent for acceptance of this grant, | | |
| 1.1. Subrecipient Signat Jui Duly | stor | 1.12. Name & Title of Subrecipient Signor 1 Kimberly Instan / Executive Directo Name & Title of Subrecipient Signor 2 <i>If Applicable</i> | | | |
| 1.13. Acknowledgment: State of New Hampshire, County of , on / / , 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) JESSICA LOCAND, JUSTICE DE Peice | | | | | |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace My Commission Expires October 6, 2021 <u>ASJica Carh</u> , <u>Austrice of the Deace</u> | | | | | |
| 1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) | | | | | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) | | | | | |
| By: Assistant Attorney General, On: 5 19117 | | | | | |
| 1.17. Approval by Governor and Council (if applicable) | | | | | |
| By: On: / / | | | | | |

2.<u>SCOPE OF WORK</u>: 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").

Subrecipient Initial(s): <u>K</u> <u>F</u> Date: <u>42017</u>

- AREA COVERED, Except as otherwise specifically provided for herein, the 3. Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
- EFFECTIVE DATE: COMPLETION OF PROJECT. 4
- 4.1. This Agreement, and all obligations of the parties hercunder, 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 9.3. 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 9.4. 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").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 5.2.
- In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. 5.3. 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.
- 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 11. liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Norwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In 11.1.4 6. connection with the performance of the Project, the Subrecipient shall comply 11.2. with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the 11.2.1 Subrecipient, including the acquisition of any and all necessary permits.
- **RECORDS and ACCOUNTS.**
- Between the Effective Date and the date three (3) years after the Completion Date 7.1. the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 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 11.2.3 the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes 12. all persons, natural or fictional, affiliated with, controlled by, or under common 12.1. ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
- 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 12.2. and authorized to perform such Project under all applicable laws.
- 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 12.3. 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.
- 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, 13. 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.

- Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
 - EVENT OF DEFAULT: REMEDIES.
- 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"):
 - Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be
- naid to the Subrecipient; and
- Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and Treat the agreement as breached and pursue any of its remedies at law or in
- equity, or both. TERMINATION.

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9.5

- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrasy, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
 - CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the

Rev. 9/2015

Page 2 of 6

Subrecipient Initial(s): Date: 42017

review of

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 18. 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, 19. 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. 20.
- 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 21. 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 22. 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 24. 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

approval of the undertaking or carrying out of such Project, shall participate in 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.

> WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient. NOTICE. Any notice by a party hereto to the other party shall be deemed to have

> been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

- 1. The Child Advocacy Center of Coos County as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2016VOCA2.
- The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.
- 3. Subrecipient are required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
- 4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
- 5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
- All correspondence and submittals shall be directed to: NH Department of Justice Grants Management Unit 33 Capitol Street Concord, NH 03301 603-271-1261 or Tanya.Pitman@doj.nh.gov.

Subrecipient Initials Date 42017

Page 4 of 6

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

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

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- 2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Sub-Recipient's account receivables address per the Financial System of the State of New Hampshire.
- 3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$75,000 of the total Grant Limitation from 7/1/17 to 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

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

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



EXHIBIT C

-SPECIAL PROVISIONS-

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



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Page 6 of 6

Appendix 1

Special Conditions to the State of New Hampshire Grant Agreement VOCA Funding

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

a. Adherence to the following requirements of:

i. Victims of Crime Act (VOCA) 42 U.S. Code Sections Sections 10404(a)(2) and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) and the Program Rule implemented in the Federal Particler Vol. 81. No. 131. billy 8

implemented in the Federal Register Vol. 81, No.131, July 8,

2016 28CFR Part

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

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

- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;
- vi. The Age Discrimination Act of 1975;
- vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38 and 39);

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

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

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Victims of Crime Act-VOCA Assistance Subrecipient P-37

- b. Pursuant to Executive Order 13513,"Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
- 2. Reports and Certifications Required:
 - a. Subrecipient will be required to file quarterly performance reports.
 - b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
 - c. NH Department of Justice will conduct regular desk reviews and biennial on-site monitoring visits with all Subrecipients.
- The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
- 4. The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of a Member of Congress, an officer or employee of a Member of congress, an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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- 5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
- 7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-VA-GX-0007 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
- 8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2015-VA-GX-0007) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
- 10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
- 11. The Subrecipient <u>must utilize volunteers</u> to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
- 12. The Subrecipient agrees that all services will be provided at no charge to victims unless a

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program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

- 13. The Subrecipient agrees to <u>assist victims in applying for Victims Compensation</u> benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
- 14. The Subrecipient understands that VOCA non-allowable personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, substance abuse treatment services, capital expenses, compensation for victims of crime and fundraising.
- 15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the

OIG by – Mail:

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

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881 additional information is available from the DOJ OIG website at <u>www.usdoj.gov/oig</u>.

16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or

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

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

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factual basis, to support this representation; and

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

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

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

- 22. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at <u>www.lep.gov</u>.
- 23. The subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 24. The Subrecipient, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the Subrecipient has on file and available upon audit one of the following:
 - A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the Subrecipient is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non- profit status

Subrecipient that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the Subrecipient is a local non-profit

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affiliate.

- 25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
- 26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "2015 DOJ Grants Financial Guide").
- 27. Requirement for data on performance and effectiveness under the award the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.
- 28. OJP Training Guiding Principles

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

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delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available

at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The Subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at:

<u>http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm</u> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

- 30. Subrecipient will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- 31. Certification regarding debarment, suspension ineligibility, and voluntary exclusion A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the Subrecipient.

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or

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debarment.

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

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DEPARTMENT OF

JUSTICE STATE OF NEW

HAMPSHIRE



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

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

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

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

| Kimperly A. Preston | / Executive Director |
|----------------------------------|----------------------------------------------------------|
| Name and Title of Head Of Agency | 4/2/0/17 |
| Signature | Date |
| Child Advocacy Center of | Coos County; 3 State Street, Swiel Groveton, NH 03581 |
| Name and Address of Agency D | Groveton, NH 03581 |

Victims of Crime Act-VOCA Assistance Subrecipient P-37

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32. Certification Regarding EEOP Required:

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

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

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

I have read and understand all 33 special provisions contained in this document:

see next page

Name and Title of Authorized Representative

Signature

Date

Name and Address of Agency

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

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

EXPLANATION

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

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

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

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

Respectfully submitted,

Gordon J. MacDonald Attorney General

#1718486

GRANT AGREEMENT

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

1. Identification and Definitions.

| 1.1. State Agency Name New Hampshire Departm | ent of Justice | 1.2. State Agency Address 33 Capitol Street, Concord, NH 03301 | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------|--|--|--|
| 1.3. Subrecipient Name Merrimack County A | dvocacy Center | 1.4. Subrecipient Address 10 Green St., Concord, NH 03301 | | | |
| 1.5 Subrecipient Phone #603-219-0627 | 1.6. Account Number 02-20-20-201510- 5021-072-500574 | 1.7. Completion Date June 30, 20201.8. Grant Limitation \$225,000.00 | | | |
| 1.9. Grant Officer for Sta Kathleen B. Carr | te Agency | 1.10. State Agency Telephone Number (603) 271-3658 | | | |
| "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." | | | | | |
| 1.11. Subreeinent Signat | ture 1 | 1.12. Name & Title of Subrecipient Signor 1 Tara Reardon, Merr.Cty. Comm.Chair | | | |
| Subrecipient Signature 2 | | Name & Title of Subrecipient Signor 2 If Applicable | | | |
| 1.13. Acknowledgment: State of New Hampshire, County of (1.13. Acknowledgment: State of New Hampshire, County of (1.13. Acknowledgment), on / (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of New Hampshire, County of (1.13. Acknowledge of the state of the | | | | | |
| Seaf One is a Notary Public on Instice of the Proce | | | | | |
| 1.13.29 Name & Title of Notary Public or Justice of the Peace MULINDA A. HARREDN, HOWLD, HERE | | | | | |
| 1.15. Name & Title of State Agency Signor(s) | | | | | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) | | | | | |
| By: Assistant Attorney General, On: 5/12/17 | | | | | |
| 1.17. Approval by Governor and Council (if applicable) | | | | | |
| By: On: / / | | | | | |

2.<u>SCOPE OF WORK</u>: 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").

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Subrecipient Initial(s): ______ Date: ______1.11

- AREA COVERED, Except as otherwise specifically provided for herein, the 3. Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
- 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 9.3. 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 9.4. 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").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT 5.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 5.2
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. 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 11. 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, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 Failure to perform the Project satisfactorily or on schedule; or these general provisions.
- COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In 11.1.4 6. connection with the performance of the Project, the Subrecipient shall comply 11.2. with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the 11.2.1 Subrecipient, including the acquisition of any and all necessary permits.
- **RECORDS and ACCOUNTS.** 7.
- 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, 11.2.2 transportation, insurance, telephone calls, and elerical 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 11.2.3 the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes 12. all persons, natural or fictional, affiliated with, controlled by, or under common 12.1. ownership with, the entity identified as the Subrecipient in block 1.3 of these nrovisions
- PERSONNEL. 8.
- 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 12.2. 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 12.3. relationship with the State, or who is a State officer or employee, elected or 8.3. appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event 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, 13. 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,

- 92 Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
 - No data shall be subject to copyright in the United States or any other country by anyone other than the State.
 - On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State 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.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

EVENT OF DEFAULT: REMEDIES.

- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hercunder (hereinafter referred to as "Events of Default"):
- 11.1.3 Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State
- determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and Treat the agreement as breached and pursue any of its remedies at law or in county, or both.
- TERMINATION.
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 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.
 - 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

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Subrecipient Initial(s): Date: AN-11

review or

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 18. 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 empluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, 19. 15. 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. 20.
- INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold 16. 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 21. 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 22. agreement.
- INSURANCE AND BOND. 17
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignce performing Project work to obtain and maintain in force, both for the benefit of the State, the following 24. insurance:
- 17.1.3 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

- approval of the undertaking or carrying out of such Project, shall participate in 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 carlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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Subrecipient Initial(s):

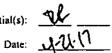


EXHIBIT A

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-SCOPE OF SERVICES-

- 1. Merrimack County Advocacy Center as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2016VOCA2.
- 2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.
- 3. Subrecipient are required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
- 4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
- 5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
- All correspondence and submittals shall be directed to: NH Department of Justice Grants Management Unit 33 Capitol Street Concord, NH 03301 603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

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

3a. The Subrecipient shall be awarded an amount not to exceed \$75,000 of the total Grant Limitation from 7/1/17 dates 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

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

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

EXHIBIT C

-SPECIAL PROVISIONS-

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

Appendix 1

Special Conditions to the State of New Hampshire Grant Agreement VOCA Funding

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

a. Adherence to the following requirements of:

i. Victims of Crime Act (VOCA) 42 U.S. Code Sections Sections 10404(a)(2) and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) and the Program Rule

implemented in the Federal Register Vol. 81, No.131, July 8,

2016 28CFR Part

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

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

- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;
- vi. The Age Discrimination Act of 1975;
- vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38 and 39);

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

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

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- Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
- 2. Reports and Certifications Required:
 - a. Subrecipient will be required to file quarterly performance reports.
 - b. Subrecipient will be required to file quarterly expenditure reports and to provide back-up documentation upon request.
 - c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.
- 3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
- 4. The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an employee of a Member of Congress, in connection with this Federal grant or cooperative agency, a Member of Congress in connection with this Federal grant or cooperative agency, a Member of Congress in connection with this Federal grant or cooperative of a Member of Congress in connection with this Federal grant or cooperative agency, a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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Victims of Crime Act-VOCA Assistance Subrecipient P-37

4.2. C

- 5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
- 7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-VA-GX-0007 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
- 8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2015-VA-GX-0007) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
- 10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
- 11. The Subrecipient <u>must utilize volunteers</u> to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
- 12. The Subrecipient agrees that all services will be provided at no charge to victims unless a

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1.2.17

program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

- 13. The Subrecipient agrees to <u>assist victims in applying for Victims Compensation</u> benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
- 14. The Subrecipient understands that VOCA non-allowable personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, substance abuse treatment services, capital expenses, compensation for victims of crime and fundraising.
- 15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the

OIG by – Mail:

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

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881 additional information is available from the DOJ OIG website at <u>www.usdoj.gov/oig</u>.

16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or

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

a. In accepting this award, the recipient-

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

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

factual basis, to support this representation; and

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

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

- 22. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at <u>www.lep.gov</u>.
- 23. The subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 24. The Subrecipient, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the
- recipient is a non-profit organization and 2) indicating that the Subrecipient has on file and available upon audit one of the following:
 - A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the Subrecipient is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non- profit status

Subrecipient that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the Subrecipient is a local non-profit

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affiliate.

- 25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including requirements and OJP authority to terminate award)), and are incorporated by reference here.
- 26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "2015 DOJ Grants Financial Guide").
- 27. Requirement for data on performance and effectiveness under the award the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

28. OJP Training Guiding Principles

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

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delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available

at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The Subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at:

http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

- 30. Subrecipient will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- 31. Certification regarding debarment, suspension ineligibility, and voluntary exclusion A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the Subrecipient.

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or

Page 9 of 12

Victims of Crime Act-VOCA Assistance Subrecipient P-37

debarment.

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

Page 10 of 12

Victims of Crime Act-VOCA Assistance Subrecipient P-37

DEPARTMENT OF

JUSTICE STATE OF NEW

HAMPSHIRE



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

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

CFR §67.405.

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

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

| Tara Reardon, Chair, Merrima | ck county Board of Commissioners |
|----------------------------------|----------------------------------|
| Name and Litle of Head of Agency | |
| COM | 4-21-17 |
| Signature | Date |
| County of Merrimack 333 D.W. | Highway Ste. 2 Boscawen NH 03303 |

Name and Address of Agency

Page 11 of 12

Victims of Crime Act-VOCA Assistance Subrecipient P-37

32. Certification Regarding EÉOP Required:

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

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

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

I have read and understand all 33 special provisions contained in this document:

| Tara | Reard | lon, | Chair | , Mei | rrima | ck Cour | ty Bo | arc | d of Comm | iss | ioner |
|----------------------------|----------|------------|-----------|---------|----------|----------|----------|-----|-----------|-----|-------|
| Name | and Tith | e of Ai | uthorized | l Repre | esentati | ve | | | | | |
| (| | <u>V/-</u> | - | | | <u></u> | <u> </u> | 21 | .17 | | |
| Signate | ure / | | | | | Date | | | | | |
| Count | y of | Merr | imack | 333 | D.W. | Highwa | y Ste | 2 | Boscawen | NH | 03303 |
| Name a | and Addi | ress of | f Agency | | | | | | | | |
| | | | : | | Page 1 | .2 of 12 | | | ٩ | | |
| ims of Crim recipient P | | A Assist | ance | | | | | | | | |

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COUNTY of MERRIMACK BOARD OF COMMISSIONERS

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

CERTIFICATE OF AUTHORITY

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

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

Tara Reardon

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman this 22 day of UMUL2017

Tara Reardon, Chairman Merrimack County Board of Commissioners

STATE OF NEW HAMPSHIRE

On this the 12 day of (month and year), before me 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 set



Justice of the Peace/Notary Public Commission Expiration Date: ____ 👌

C:\Users\smarro\Documents\Certificate of Authenticity 11172016 SAM.docx

Primex[®]

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange¹ (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.

| articipating Member: Member Number: | | Company Alfording Coverage: | | | | |
|---------------------------------------------------------------------------------|--------------------------------|-----------------------------|----|----------------------------------------------------------------------------------------------------------------------------|--------------|--|
| Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303 | | | | 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 (mm/dd/y | | Links - NH Statutory Limi | te May Apply | |
| X General Liability (Occurrence Form) | 1/1/2017 | 1/1/20 | 18 | Each Occurrence | \$ 1,000,000 | |
| Professional Liability (describe) | 11112017 | 1 1120 | | General Aggregate | \$ 2,000,000 | |
| Claims Docurrence | | | | Fire Damage (Any one . fire) | | |
| | L | | | Med Exp (Any one person) | | |
| Automobile Liability Deductible Comp and Coll: \$1,000 Any auto | | | | Combined Single Limit (Each Accident) Aggregate | | |
| Workers' Compensation & Employers' Liabil | lty | | | Statutory | | |
| | | | | Each Accident | | |
| | | ļ | | Disease - Each Employee | · | |
| | | | | Disease - Porcy Limit | | |
| Property (Special Risk includes Fire and Theft) | | | | Blanket Limit, Replacement Cost (unleas 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, officiers, directors or affiliates is not covered.

| CERTIFICATE HOLDER: X Additional Covered F | Party | Loss Payee | Primex ³ | – NH Public Risk Management Exchange |
|--------------------------------------------|---------------------------------------|------------|---------------------|----------------------------------------------------------------------------|
| | · · · · · · · · · · · · · · · · · · · | | By: | Tammy Dancon |
| State of NH - Department of Justice | | | Date: | 4/12/2017 tdenver@nhprimex.org |
| 33 Capitol St | | | | Please direct inquires to: Primex ³ Claims/Coverage Services |
| Concord, NH 03301 | | | | 603-225-2841 phone |
| | | | L | 603-228-3833 fax |



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CERTIFICATE OF COVERAGE

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

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

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

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

| Participating Member: | Member Number: | | Company Affording Coverage: | | |
|-------------------------------------------------------------------------------------|--------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------|
| Merrimack County 604 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303 | | | 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 D (mm/dd/yyy | | Imite - NH Statutory Limite | May Apply, If Not |
| General Liability (Occurrence Form) | | | - [E | Each Occurrence | |
| Professional Liability (describe) | | | <u> </u> | Seneral Aggregate | |
| Cialms Cocurrence | | | | fire Damage (Any one ire) | |
| | | | N | Aed Exp (Any one person) | |
| Automobile Llability Deductible Comp and Coll: Any auto | | | (6 | Combined Single Limit Sech Accident) Aggregate | |
| X Workers' Compensation & Employers' Liability | 1/1/2017 | 1/1/2018 | X | Statutory | |
| | | | E | ach Accident | \$2,000,000 |
| | | | 0 | lisease - Each Employee | \$2,000,000 |
| | | | D | lisesse — Policy Limit | |
| Property (Special Risk Includes Fire and Theft) | | | | lanket Limit, Replacement Joal (unless otherwise stated) | |
| Description: Proof of Primex Member coverage only. | | | | | |

| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex ³ – NH Public Risk Management Exchange |
|------------------------------------|--------------------------|------------|----------------------------------------------------------------------------------------------------------------------|
| | <u></u> | | Ву: Танниу Донич |
| NH Department of Justice | | | Date: 4/12/2017 tdenver@nhprimex.org |
| 33 Capitol St Concord, NH 03301 | | | Please direct inquires to: Primex ³ 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**

| | nitions. | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 1.1. State Agency Name New Hampshire Departn | nent of Justice | 1.2. State Agency Address 33 Capitol Street, Concord, NH 03301 | | | | |
| 1.3. Subrecipient Name Mary Hitchcock Memorial Hospital | | 1.4. Subrecipient Address One Medical Center Dr., Lebanon, NH 03756 | | | | |
| 1.5 Subrecipient Phone 603-653-9012 | 1.6. Account Number 02-20-20-201510- 5021-072-5000575 | 1.7. Completion Date June 30, 2020 | 1.8. Grant Limitation \$450,000.00 | | | |
| 1.9. Grant Officer for Sta Kathleen B. Carr | ite Agency | 1.10. State Agency Tele (603) 271-3658 | phone Number | | | |
| "By signing this form we certi including if applicable RSA 31 | | any public meeting requireme | nt for acceptance of this grant, | | | |
| 1.11. Subreciptent Signa | ture 1 | 1.12. Name & Title of Subrecipient Signor 1 Daniel P. Jantzen, Chief Financial Officer | | | | |
| Subrecipient Signature 2 If Applicable | | Name & Title of Subrecipient Signor 2 If Applicable | | | | |
| | | <u> </u> | | | | |
| 1.13. Acknowledgment: | State of New Hampshire ned officer, personally ap oven) to be the person w | , County of opeared the person identi hose name is signed in bluin the capacity indicated | , on / fied in block 1.12., known ock 1.11., and | | | |
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| 1.13. Acknowledgment: Milling of are the undersign acknowledged that he/sho Definition acknowledged that he/sho Definition Texnite Signature of Nota (Stal), 2021 Sart HAMPS HAMPS 1.14. State Agency Signa | State of New Hampshire ned officer, personally ap roven) to be the person w e executed this document ry Public or Justice of the physic otary Public or Justice otary Public or Justice | , County of opeared the person identi- hose name is signed in bla- in the capacity indicated in the capacity indicated in the Peace of the Peace 1.15. Name & Title of Sta | , on / fied in block 1.12., known ock 1.11., and in block 1.12. Ate Agency Signor(s) D.celtor & D.tory C approval required) | | | |
| 1.13. Acknowledgment: Milliperfore the undersign acknowledged that he/sho Definition Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekonession Tekones | State of New Hampshire ned officer, personally ap roven) to be the person we executed this document ry Public or Justice of the hongt otary Public or Justice of HNSTON, Notary iture(s) Assistant At | , County of opeared the person identi- hose name is signed in bl- in the capacity indicated the Peace 1.15. Name & Title of Sta <u>Social Cont</u> unce and Execution) (if G & torney General, On: 5 | , on / fied in block 1.12., known ock 1.11., and in block 1.12. Ate Agency Signor(s) D.celtor & D.lor C approval required) | | | |

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

Rev. 9/2015

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N

Subrecipient Initial(s): Date:

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 <u>AREA COVERED</u>, Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
 9.2.

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 9.3. 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 9.4. 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. <u>GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.</u> 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 10, 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 11. shall have no liabilities to the Subrecipient other than the Grant Amount. 11.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all 11.1.1 payments authorized, or actually made, hereunder exceed the Grant limitation set 11.1.2 forth in block 1.8 of these general provisions. 11.1.3
- <u>COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS</u> 11.1.4 In connection with the performance of the Project, the Subrecipient shall comply 11.2. with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the 11.2.1 Subrecipient, including the acquisition of any and all necessary permits.
- <u>RECORDS and ACCOUNTS.</u>
- 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 11.2.2 administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 2.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often 11.2.3 as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes 12. all persons, natural or fictional, affiliated with, controlled by, or under common 12.1. 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 12.2. 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 12.3, relationship with the State, or who is a State officer or employee, elected or 8.3. appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event 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, 13. 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.

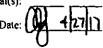
- Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- <u>CONDITIONAL NATURE OR AGREEMENT</u>. 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, <u>EVENT OF DEFAULT: REMEDIES</u>.
- 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 11.1.1 Default"):
 - 2 Failure to perform the Project satisfactorily or on schedule; or

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- 11.1.3 Failure to submit any report required hereunder; or
 - 1.1.4 Failure to maintain, or permit access to, the records required hereunder, or
- 1.2. Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or 11.2.1 more, or all, of the following actions;
 - Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two 2.2 (2) days after giving the Subrecipient notice of termination; and
- Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State 1.2.3 determines that the Subrecipient has cured the Event of Default shall never be naid to the Subrecipient; and
- 1.2.4 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and Treat the agreement as breached and pursue any of its remedies at law or in county, or both
- 12. TERMINATION.
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work
- not later than litteen (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.
- .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.
- 2.3. 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.
 - <u>CONFLICT OF INTEREST</u>. 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

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review or

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

- SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this 18. 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,
- 15. workmen's compensation or emoluments provided by the State to its 19. employees.
 - 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 20. subgranted by the Subrecipient other than as set forth in Exhibit A without the

prior written consent of the State. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all 21. 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 22. constitute a waiver of the sovereign immunity of the State, which immunity is

17. hereby reserved to the State. This covenant shall survive the termination of this 23. 17.1 agreement.

INSURANCE AND BOND.

14.

16.

The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project 24.

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17.1.1 work to obtain and maintain in force, both for the benefit of the State, the following insurance: 17.1.2

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and 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

approval of the undertaking or carrying out of such Project, shall participate in 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.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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EXHIBIT A

-SCOPE OF SERVICES-

- Mary Hitchcock Memorial Hospital as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2016VOCA2.
- The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.
- 3. Subrecipient are required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
- 4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
- 5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
- All correspondence and submittals shall be directed to: NH Department of Justice Grants Management Unit 33 Capitol Street Concord, NH 03301 603-271-1261 or Tanya.Pitman@doj.nh.gov.

Subrecipient Initial(s):

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<u>EXHIBIT B</u>

-SCHEDULE/TERMS OF PAYMENT-

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

3a. The Subrecipient shall be awarded an amount not to exceed \$150,000 of the total Grant Limitation from 7/1/17 through 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b.The Subrecipient shall be awarded an amount not to exceed \$150,000 of the total Grant Limitation from 7/1/18 through 6/30/19, with approved expenditure, reports. This shall be contingent on continued federal funding and program performance.

3c. The Subrecipient shall be awarded an amount not to exceed \$150,000 of the total Grant Limitation from 7/1/19 through 6/30/20, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initial(s):

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EXHIBIT C

-SPECIAL PROVISIONS-

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

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Appendix 1

Special Conditions to the State of New Hampshire Grant Agreement VOCA Funding

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

a. Adherence to the following requirements of:

Victims of Crime Act (VOCA) 42 U.S. Code Sections Sections 10404(a)(2) and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8,

2016 28CFR Part

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

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

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

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

v. Title IX of the Education Amendments of 1972;

vi. The Age Discrimination Act of 1975;

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

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

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

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Subrecipient Initia

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- b. Pursuant to Executive Order 13513,"Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
- 2. Reports and Certifications Required:
 - a. Subrecipient will be required to file quarterly performance reports.
 - b. Subrecipient will be required to file quarterly expenditure reports and to provide back-up documentation upon request.
 - c. NH Department of Justice will conduct regular desk reviews and biennial on-site monitoring visits with all Subrecipients.
- 3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (1-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
- 4. The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of a Member of Congress, an officer or employee of a Member of congress, an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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Subrecipient Initial(s) <u>U</u> Date _

Victims of Crime Act-VOCA Assistance Subrecipient P-37

- 5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
- 7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-VA-GX-0007 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
- 8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2015-VA-GX-0007) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
- 10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
- 11. The Subrecipient <u>must utilize volunteers</u> to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
- 12. The Subrecipient agrees that all services will be provided at no charge to victims unless a

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Victims of Crime Act-VOCA Assistance Subrecipient P-37 Subrecipient Initial(s) ______ Date _____21_7

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program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

- 13. The Subrecipient agrees to <u>assist victims in applying for Victims Compensation</u> benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
- 14. The Subrecipient understands that VOCA non-allowable personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, substance abuse treatment services, capital expenses, compensation for victims of crime and fundraising.
- 15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the

OIG by – Mail:

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

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881 additional information is available from the DOJ OIG website at <u>www.usdoj.gov/oig</u>.

 Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or

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

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

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factual basis, to support this representation; and

- iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
- 18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
- 19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
- 20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
- 21. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the

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

- 22. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- 23. The subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 24. The Subrecipient, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the Subrecipient has on file and available upon audit one of the following:
 - A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the Subrecipient is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non- profit status

Subrecipient that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the Subrecipient is a local non-profit

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affiliate.

- 25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including requirements and OJP authority to terminate award)), and are incorporated by reference here.
- 26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "2015 DOJ Grants Financial Guide").
- 27. Requirement for data on performance and effectiveness under the award the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

28. OJP Training Guiding Principles

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

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delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available

at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The Subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at:

http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

- 30. Subrecipient will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- 31. Certification regarding debarment, suspension ineligibility, and voluntary exclusion A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the Subrecipient.

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or

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Victims of Crime Act-VOCA Assistance Subrecipient P-37

debarment.

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

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Subrecipient Initia

Victims of Crime Act-VOCA Assistance Subrecipient P-37

DEPARTMENT OF

JUSTICE STATE OF NEW

HAMPSHIRE



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

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

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

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

James N. Weinstein, CEO and President

Name and Title of Head of Agency Signature Date

Mary Hitchcock Memorial Hospital One Medical Center Drive, Lebanon, NH 03756

Name and Address of Agency

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Victims of Crime Act-VOCA Assistance Subrecipient P-37

32. Certification Regarding EEOP Required:

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

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

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

I have read and understand all 33 special provisions contained in this document:

| Daniel P. Jantzen, Chief Financial Officer | | | | | |
|---------------------------------------------------|-----------------------------|--|--|--|--|
| Name and Title of Authorized Representative | 4/27/17 | | | | |
| Signature (P | l l Date | | | | |
| Mary Hitchcock Memorial Hospital One Medical Cent | er Drive, Lebanon, NH 03756 | | | | |

Name and Address of Agency

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Victims of Crime Act-VOCA Assistance Subrecipient P-37

State of New Hampshire Department of State

CERTIFICATE

 William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68517



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of May A.D. 2017.

William M. Gardner Secretary of State

GRANT AGREEMENT

| The State of New Hampshire and the Subrecipient hereby Mutually agree as follows: | | | | | | | |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------------|-------------------------------------------|--|--|--|--|
| GENERAL PROVISIONS | | | | | | | |
| I. Identification and Definitions. | | | | | | | |
| 1.1. State Agency Name | | 1.2. State Agency | | | | | |
| New Hampshire Departm | ent of Justice | 33 Capitol St | eet, Concord, NH 03301 | | | | |
| | · <u> </u> | | | | | | |
| 1.3. Subrecipient Name Strafford County Ch | ild Advocacy Center | 1.4. Subrecipient A 259 County Farm R | ddress d., Suite 201, Dover, NH 03820 | | | | |
| 1.5 Subrecipient Phone #603-516-8100 | 1.6. Account Number 02-20-20-201510- 5021-072-500574 | 1.7. Completion D June 30, 2020 | ate 1.8. Grant Limitation \$225,000.00 | | | | |
| 1.9. Grant Officer for Sta Kathleen B. Carr | te Agency | 1.10. State Agency (603) 271-3658 | Telephone Number | | | | |
| "By signing this form we certif including if applicable RSA 31 | | any public meeting requ | irement for acceptance of this grant, | | | | |
| 1.11. Subrecipient Signat | ture 1 | 1.12. Name & Title of Subrecipient Signor 1 | | | | | |
| Subregipient Signature 2 | If Applicable | | ubrecipient Signor 2 If Applicable | | | | |
| Henry Fp | La | | cras chairman | | | | |
| 1.13. Acknowledgment: | | | , on / | | | | |
| to me (or satisfactorily pr | | | dentified in block 1.12., known | | | | |
| acknowledged that he/she | | | | | | | |
| 1.13.1. Signature of Nota | | | A. SALMON, Notary Public | | | | |
| (Seal) Sharow | almin | | usion Expires August 14, 2018 | | | | |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace Sharon Salmon Notory Public C | | | | | | | |
| 1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) | | | | | | | |
| Kousen Can Keinleen Carry Drector of Alman | | | | | | | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) | | | | | | | |
| By:Assistant Attorney General, On: 51/61/7 | | | | | | | |
| 1.17. Approval by Govern | nor and Council (if appli | cable) | | | | | |
| By: | | | | | | | |

2.<u>SCOPE OF WORK</u>: 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").

11.1.1

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AREA COVERED. Except as otherwise specifically provided for herein, the 3. Subrecipient shall perform the Project in, and with respect to, the State of New 9.2. Hampshire.

EFFECTIVE DATE: COMPLETION OF PROJECT.

- This Agreement, and all obligations of the parties hereunder, shall become 4.1. effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon 9.3. signature by the State Agency as shown in block 1.14 ("the effective date").
- Except as otherwise specifically provided herein, the Project, including all reports 9.4. 4.2. 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").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, 5,1. attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 5.2.
- In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. 5.3. 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 11. liabilities to the Subrecipient other than the Grant Amount.
- Notwithstanding anything in this Agreement to the contrary, and notwithstanding 5.5. unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In 11.1.4 б. connection with the performance of the Project, the Subrecipient shall comply 11.2. with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the 11.2.1 Subrecipient, including the acquisition of any and all necessary permits.
- 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, 11.2.2 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 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes 12. all persons, natural or fictional, affiliated with, controlled by, or under common 12.1. ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
- 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 12.2. 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 12.3. relationship with the State, or who is a State officer or employee, elected or 8.3. appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 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, 13. 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.

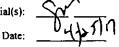
- Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State 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
 - 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 bereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
 - EVENT OF DEFAULT: REMEDIES.
- 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"):
- Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or 11.1.3
 - Failure to maintain, or permit access to, the records required hereunder; or
 - Failure to perform any of the other covenants and conditions of this Agreement,
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

- Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State 11.23 determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and Treat the agreement as breached and pursue any of its remedies at law or in equity, or both
- TERMINATION.
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4 Norwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
 - CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the

Rev. 9/2015

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review or

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.

- SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee 18. 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, 19. 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 21. 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 22, 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 assignce performing Project work to obtain and maintain in force, both for the benefit of the State, the following 24.
- 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

- approval of the undertaking or carrying out of such Project, shall participate in 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.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - 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.
 - 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 cantions 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.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

14.



//// Dartmouth-Hitchcock

CERTIFICATE OF VOTE/AUTHORITY

I, Anne-Lee Verville, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

- 1. I am the duly elected <u>Chair of the Board of Trustees</u> of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
- 2. The following is a true and accurate excerpt from the December 7th, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

ARTICLE I - Section A. Fiduciary Duty. Stewardship over Corporate Assets

"In exercising this [fiduciary] duty, the Board may, consistent with the Corporation's Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable."

- Article I Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer and Chief Financial Officer, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
- 4. Daniel P. Jantzen is the Chief Financial Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the <u>Chair</u> of the <u>Board of Trustees of Dartmouth-Hitchcock</u> <u>Clinic and Mary Hitchcock Memorial Hospital</u> this <u>2</u>?day of <u>April</u>, <u>2017</u>.

Board Chair Anne-Lee

STATE OF <u>NH</u> COUNTY OF <u>GRAFTON</u>

The foregoing instrument was acknowledged before me this 21 day of April, 2017 EXPIRES Notary Public My Commission Expires: 9・21-202 差

EXHIBIT A

-SCOPE OF SERVICES-

- The Strafford County Child Advocacy Center as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2016VOCA2.
- 2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.
- 3. Subrecipient are required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
- 4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
- 5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
- All correspondence and submittals shall be directed to: NH Department of Justice Grants Management Unit 33 Capitol Street Concord, NH 03301 603-271-1261 or Tanya.Pitman@doj.nh.gov.

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EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

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

3a. The Subrecipient shall be awarded an amount not to exceed \$75,000 of the total Grant Limitation from 7/1/17 dates 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

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

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

EXHIBIT C

-SPECIAL PROVISIONS-

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

Appendix 1

Special Conditions to the State of New Hampshire Grant Agreement VOCA Funding

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

a. Adherence to the following requirements of:

i. Victims of Crime Act (VOCA) 42 U.S. Code Sections Sections 10404(a)(2) and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8,

2016 28CFR Part

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

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

- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;

vi. The Age Discrimination Act of 1975;

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

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

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

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Victims of Crime Act-VOCA Assistance Subrecipient P-37

- b. Pursuant to Executive Order 13513,"Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
- 2. Reports and Certifications Required:
 - a. Subrecipient will be required to file quarterly performance reports.
 - b. Subrecipient will be required to file quarterly expenditure reports and to provide back-up documentation upon request.
 - c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.
- The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
- 4. The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a Member of Congress, or an employee of a Member of congress, or an employee of a Member of congress, an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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Victims of Crime Act-VOCA Assistance Subrecipient P-37

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- The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
- 7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-VA-GX-0007 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
- 8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2015-VA-GX-0007) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
- 10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
- 11. The Subrecipient <u>must utilize volunteers</u> to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
- 12. The Subrecipient agrees that all services will be provided at no charge to victims unless a

Page 3 of 12

program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

- 13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
- 14. The Subrecipient understands that VOCA non-allowable personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, substance abuse treatment services, capital expenses, compensation for victims of crime and fundraising.
- 15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the

OIG by – Mail:

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

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881 additional information is available from the DOJ OIG website at <u>www.usdoj.gov/oig</u>.

16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or

Page 4 of 12

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

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

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factual basis, to support this representation; and

- iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict),
 - reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
- 18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
- 19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
- 20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
- 21. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the

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

- 22. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- 23. The subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 24. The Subrecipient, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the Subrecipient has on file and available upon audit one of the following:
 - A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the Subrecipient is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non- profit status

Subrecipient that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the Subrecipient is a local non-profit

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affiliate.

- 25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
- 26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "2015 DOJ Grants Financial Guide").
- 27. Requirement for data on performance and effectiveness under the award the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

28. OJP Training Guiding Principles

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

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Victims of Crime Act-VOCA Assistance Subrecipient P-37

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delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available

at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The Subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at:

http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

- 30. Subrecipient will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- 31. Certification regarding debarment, suspension ineligibility, and voluntary exclusion A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the Subrecipient.

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or

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debarment.

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

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DEPARTMENT OF

JUSTICE STATE OF NEW

HAMPSHIRE



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

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

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

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

COmmis rus Chama Name and Title of Head of Agency BS SULE ZUM, Dres, NH 03800

Name and Address of Agency

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32. Certification Regarding EEOP Required:

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

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

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

I have read and understand all 33 special provisions contained in this document:

magleras, Chairman Name and Title of Authorized Representative 4125117 Date Name and Address of Agency

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COMMISSIONERS GEORGE MAGLARAS, Chairman **ROBERT J. WATSON**, Vice Chairman LEO E. LESSARD, Clerk

> TREASURER PAMELA J. ARNOLD

COUNTY ADMINISTRATOR RAYMONDF. 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, Leo E. Lessard, Clerk of the Strafford County Board of Commissioners, do hereby certify that:

- 1. I am a duly elected Officer of Strafford County.
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Strafford County Commissioners duly held on June 30, 2016:

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

- 3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 30th day of June, 2016.
- 4. George Maglaras is the duly elected Chairman of the Strafford County Board of Commissioners.

Leo E. Lessard, Clerk

5/11/17 Date:

STATE OF NEW HAMPSHIRE County of Strafford

unuumThe forgoing instrument was acknowledged before me 5/11 17 (date) by Leo E. Lessard. AMARITHUR AND lean L. Miccolo, Notary mistion Expires EXPIRE



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-membera. 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 above 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 (Untair 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 cartificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

| Participating Member. | Member Num | Member Number; | | | Company Attorning Coverage: | | | | | |
|-------------------------------------------------------------|-------------------|------------------|---------------------------------|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| Strafford County 259 County Farm Road Dover, NH 03820 | 605 | | | | NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 | | | | | |
| Type of Coverage | Effecth (mm/de | | Expiration Data (mm/dd/yyyy) | | Limits - NH Statutory Limits May Apply, If Not: | | | | | |
| X General Liability (Occurrence Form) | 1/1/2 | /1/2014 1/1/2015 | | 5 | Each Occurrence | \$ 5,000,000 | | | | |
| X Professional Lisbility (describe) | | [| | | General Aggregate \$ 5,000,000 | | | | | |
| Claims Doccurrend | ;e | | | | Fire Damage (Any one fire) | \$ | | | | |
| · · · · · · · · · · · · · · · · · · · | | | | | Med Exp (Any one person) | 5 | | | | |
| X Automobile Liability Deductible Comp and Coll: \$1,000 | 1/1/2 | 014 | 1/1/2015 | | Combined Single Limit \$5,000,000 (Each Accident) | | | | | |
| Any auto | | | | | Aggregate \$5,000.000 | | | | | |
| X Workers' Compensation & Employers' | Liability 1/1/2 | 1/1/2014 1/1/20 | | 5 | X Statutory | | | | | |
| i | | | | • | Each Accident | \$2,000,000 | | | | |
| | | | | | Disease - Each Employee | \$2,000,000 | | | | |
| | | | | | Disease - Policy Limit | \$ | | | | |
| X Property (Special Risk includes Fire and T | heft) 1/1/2 | 1/1/2014 1/1/201 | | 5 Blanket Limit, Replacement Cost (unless otherwise stated | | Deductible: \$1,000 | | | | |
| Description: Proof of Primex Member coverage only. | | | | | | | | | | |
| CERTIFICATE HOLDER: Additional Co | vered Party | Loss Pa | aves | Prime | ox ³ - NH Public Risk Manage | ment Exchange | | | | |
| | By: 7amy Danos | | | | | | | | | |
| | | | | | -7. 7 | | | | | |
| National Children's Alliance 516 C Street NE | | | . | Oate: | 7/17/2014 Idenver@nh Please direct inquir | استعداده والمحالي والمح | | | | |
| Washington, DC 20002 | | | | | Primex ³ Claims/Coverag 603-225-2841 ph 603-228-3833 fi | e Services one | | | | |

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 Departm | ent of Justice | 1.2. State Agency Address 33 Capitol Street, Concord, NH 03301 | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| 1.3. Subrecipient Name Child Advocacy Cent | er of Carroll County | 1.4. Subrecipient Addre 56 Union St, Wolfeboro, I | | | | | |
| 1.5 Subrecipient Phone #603-569-9840 | 1.6. Account Number 02-20-20-201510- 5021-072-500575 | 1.7. Completion Date June 30, 2020 | 1.8. Grant Limitation \$225,000.00 | | | | |
| 1.9. Grant Officer for Sta Kathleen B. Carr | te Agency | 1.10. State Agency Tele (603) 271-3658 | phone Number | | | | |
| "By signing this form we certif including if applicable RSA 31 | | any public meeting requireme | ent for acceptance of this grant, | | | | |
| 1.11. Subrecipient Signat | ture 1 | 1.12. Name & Title of Subrecipient Signor 1 Elizabeth Kelley, Executive Director | | | | | |
| | | Name & Title of Subrecipient Signor 2 If Apple | | | | | |
| Subrecipient Signature 2 1.13. Acknowledgment: | State of New Hampshire red officer, personally ap | , County of Carroll opeared the person identi | , on 4 /26 fied in block 1.12., known | | | | |
| 1.13. Acknowledgment: (?before the undersign of the characterisfactorily pr acknowledged that he/she | State of New Hampshire ned officer, personally ap oven) to be the person w e executed this document ry Public or Justice of th | , County of <u>Carroll</u> ppeared the person identi- hose name is signed in bla in the capacity indicated | , on 4 /26 fied in block 1.12., known ock 1.11., and | | | | |
| 1.13. Acknowledgment: 1.13. Acknowledgment: 1.13. Acknowledge the undersign 1.13. Acknowledge th | State of New Hampshire ned officer, personally ap oven) to be the person w e executed this document ry Public or Justice of th m_JAMSS Notary Public or Justice of | , County of Carroll opeared the person identi- hose name is signed in blo in the capacity indicated he Peace | , on 4 1.26 fied in block 1.12., known ock 1.11., and | | | | |
| 1.13. Acknowledgment: ()() before the undersign the forestisfactorily pr acknowledged that he/she Teores Signature of Nota Selff. 2022 U.L. MANY Strice & Title of N MANY Strice m TA | State of New Hampshire ned officer, personally ap oven) to be the person w e executed this document ry Public or Justice of th <u>MJANSS</u> Notary Public or Justice of CBOT, Teller SU | , County of $Carroll ppeared the person identi- hose name is signed in bla in the capacity indicated he Peace of the Peace perv.201$ | , on 4 1.26 fied in block 1.12., known ock 1.11., and i in block 1.12. | | | | |
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2.<u>SCOPE OF WORK</u>: 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").

Subrecipient Initial(s): Eb Date: <u>4126//7</u>

- <u>AREA COVERED</u>. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
 9.2.
- 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 9.3. 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 9.4. 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. 9.5.
- 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 10. 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 11. liabilities to the Subrecipient other than the Grant Amount. 11.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- 6. <u>COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.</u> In 11.1.4 connection with the performance of the Project, the Subrecipient shall comply 11.2. with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the 11.2.1 Subrecipient, including the acquisition of any and all necessary permits.
- <u>RECORDS and ACCOUNTS.</u>
- 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, 11.2.2 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 11.2.3 the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes 12. all persons, natural or fictional, affiliated with, controlled by, or under common 12.1. 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 12.2. 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 12.3. relationship with the State, or who is a State officer or employee, elected or 8.3. appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event 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, 13. 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.

- Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

- <u>CONDITIONAL NATURE OR AGREEMENT</u>. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- 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 11.1.1 Default"):
 - 1.2 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to submit any report required hereunder; or
- 1.1.4 Failure to maintain, or permit access to, the records required hereunder; or
- 1.2. Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or 11.2.1 more, or all, of the following actions:

Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 2.2 days after giving the Subrecipient notice of termination; and

- Give the Subrecipient awritten 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 1.2.3 determines that the Subrecipient has cured the Event of Default shall never be
- paid to the Subrecipient; and 11.2.4 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 2. TERMINATION.
- 2.1. 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.
- .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.
- 2.3. 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.
 - <u>CONFLICT OF INTEREST</u>. 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

Subrecipient Initial(s):

Date: 4/24/17

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.

- SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this 14 Agreement the Subrecipient, its employees, and any subcontractor or subgrantee 18. 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, 19. 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.
- INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold 16. 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 21. 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 22. 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 assignce 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
- Comprehensive public liability insurance against all claims of bodily injuries, 1712 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

- approval of the undertaking or carrying out of such Project, shall participate in 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.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - 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.
 - 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.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

- ENTIRE AGREEMENT. This Agreement, which may be executed in a number 23. 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: 4/26/17

EXHIBIT A

-SCOPE OF SERVICES-

- The Child Advocacy Center of Carroll County as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2016VOCA2.
- The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.
- 3. Subrecipient are required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
- 4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
- 5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
- All correspondence and submittals shall be directed to: NH Department of Justice Grants Management Unit 33 Capitol Street Concord, NH 03301 603-271-1261 or Tanya.Pitman@doj.nh.gov.

Subrecipient Initials Date <u>4/24/1</u>7

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EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

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

3a. The Subrecipient shall be awarded an amount not to exceed \$75,000 of the total Grant Limitation from 7/1/17 to 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

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

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



EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials <u>Kk</u> Date <u>4/2</u>

Appendix 1

Special Conditions to the State of New Hampshire Grant Agreement VOCA Funding

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

a. Adherence to the following requirements of:

Victims of Crime Act (VOCA) 42 U.S. Code Sections Sections 10404(a)(2) and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8,

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2016 28CFR Part

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

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

- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;
- vi. The Age Discrimination Act of 1975;
- vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38 and 39);
 specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.
- viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at <u>http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf</u>

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- b. Pursuant to Executive Order 13513,"Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
- 2. Reports and Certifications Required:
 - a. Subrecipient will be required to file quarterly performance reports.
 - b. Subrecipient will be required to file quarterly expenditure reports and to provide back-up documentation upon request.
 - c. NH Department of Justice will conduct regular desk reviews and biennial on-site monitoring visits with all Subrecipients.
- 3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
- 4. The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress, or an employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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- 5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
- 7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-VA-GX-0007 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
- 8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2015-VA-GX-0007) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
- 10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
- 11. The Subrecipient <u>must utilize volunteers</u> to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
- 12. The Subrecipient agrees that all services will be provided at no charge to victims unless a

Page 3 of 12

program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

- 13. The Subrecipient agrees to <u>assist victims in applying for Victims Compensation</u> benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
- 14. The Subrecipient understands that VOCA non-allowable personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, substance abuse treatment services, capital expenses, compensation for victims of crime and fundraising.
- 15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the

OIG by – Mail:

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

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881 additional information is available from the DOJ OIG website at <u>www.usdoj.gov/oig</u>.

16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or

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

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

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Victims of Crime Act-VOCA Assistance Subrecipient P-37

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factual basis, to support this representation; and

- iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
- 18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
- 19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
- 20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
- 21. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the

Page 6 of 12

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

- 22. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at <u>www.lep.gov</u>.
- 23. The subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 24. The Subrecipient, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the Subrecipient has on file and available upon audit one of the following:
 - A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the Subrecipient is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

Subrecipient that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the Subrecipient is a local non-profit

Page 7 of 12

affiliate.

- 25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
- 26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "2015 DOJ Grants Financial Guide").
- 27. Requirement for data on performance and effectiveness under the award the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.
- 28. OJP Training Guiding Principles

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

Page 8 of 12

delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available

at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The Subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at:

http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

- 30. Subrecipient will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- 31. Certification regarding debarment, suspension ineligibility, and voluntary exclusion A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the Subrecipient.

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or

Page 9 of 12

debarment.

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

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DEPARTMENT OF

JUSTICE STATE OF NEW

HAMPSHIRE



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

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

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

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

<u>Flizzhth Kelley</u>, Executive Directer Name and Title of Head of Agency

Signature

Child Advancy lenter of Cerroll County SCUMION Street Welfebro Not Name and Address of Agency

Page 11 of 12

32. Certification Regarding EEOP Required:

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

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

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

I have read and understand all 33 special provisions contained in this document:

Elizabelin Kelley, Executive Director

Name and Title of Authorized Representative

Signature

Date <u>Child Adveccey Galtref Cerroll County 56 Waies St. Wolfes to NH</u> Name and Address of Agency

Name and Address of Agency

Page 12 of 12

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that "THE CHILD ADVOCACY CENTER OF CARROLL COUNTY" (CACCC) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 17, 2004. 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: 476858



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of April A.D. 2017.

William M. Gardner Secretary of State

I, Linda Kasiewicz, hereby certify that I am duly elected Secretary of The Child Advocacy Center of Carroll County. At a meeting of the Board of Directors, duly called and held on April 14, 2016, at which a quorum of the Directors were present and voting. VOTED: That Elizabeth Kelley, Executive Director, is duly authorized to enter into contracts or agreements on behalf of The Child Advocacy Center of Carroll County with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

april 29, 2017

Linen Kasiewuz

Date

Attest

| ACORD | Γ. |
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) A/26/2017

| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. | | | | | | | | | | | | | | |
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| certificate holder in lieu of such endorsement(s). PRODUCER CONTACT Gina Veno | | | | | | | | | | | | | | |
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