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**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD  
ATTORNEY GENERAL

JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL



June 26, 2020

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

Your Excellency and Members of the Council:

**REQUESTED ACTION**

1. Authorize the Department of Justice (DOJ) to conduct a State Victim Assistance Academy Training, to be held in May 2021, at a cost not to exceed \$69,580, upon Governor and Executive Council approval through September 30, 2021. 100% Federal Funds.
2. Upon approval of paragraph one, authorize the Department of Justice (DOJ) to enter into an agreement with Organizational Resilience International, LLC (ORI), Westwood, MA (Vendor #159522) in an amount not to exceed \$55,000 for the purpose of providing curriculum development and logistical support in DOJ's creation of a State Victim Assistance Academy (SVAA), upon the date of Governor and Executive Council approval through September 30, 2021. 100 % Federal Funds.

Funding is available as follows:

02-20-20-200010-51090000, OVC Training Grant	<u>SFY 2021</u>
072-509073, Grants, Federal-Contracts	\$55,000

**EXPLANATION**

The Department of Justice (DOJ) is continuing its goal to provide high-quality training to New Hampshire professionals working with victims of crime. Upon authorization of the Requested Action, DOJ will create a State Victim Assistance Academy (SVAA). SVAA is an intense, immersive training opportunity for early career victim service providers and other allied professionals working with victims of crime. SVAA has become central in preparing and

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supporting early career learning and skill-building, while promoting meaningful collaborations among crime victim service providers.

The need for quality training that SVAAAs provide has been recently identified through national assessments and through a New Hampshire Statewide Victim Services Stakeholder Needs Assessment DOJ conducted in 2019. New Hampshire's SVAA will offer 40 hours of training with a mixed methodology of in-person and web based content, for 30 students from around the state.

In September 2018, DOJ was awarded grant funding from the United States Department of Justice, Office for Victims of Crime for the purpose of advancing training opportunities to victim service providers and allied professionals in New Hampshire. The funding awarded from this grant will provide the resources needed to implement the SVAA.


The Department sought a project partner to assist with curriculum development and logistical support in the creation of the first SVAA. A Request for Proposal (RFP) for this service was posted on the State's Purchasing Website and DOJ's Grant Website. An e-mail blast, alerting potential trainers about the RFP, was sent through the College Consortium. In addition, notification of the RFP was posted in two New Hampshire newspapers.

Organizational Resilience International, LLC (ORI) was the only response to the RFP. ORI has been operating and developing SVAAAs across the country since 2005 and is uniquely qualified to partner with New Hampshire. ORI will lead a team, consisting of one NH police chief, one law enforcement officer, DOJ victim specialists, as well as trainers from Court Appointed Special Advocates, NH Coalition Against Domestic and Sexual Violence, and the Granite State Children's Alliance, in developing the SVAA curriculum. ORI will also conduct "train the trainer" sessions with faculty. These skills will position DOJ for success in collaborating with victim service providers in conducting future SVAA trainings.

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

#2778665

***“New Hampshire Victim Assistance Academy”***  
**May 2021**

<b>Draft Agenda</b>	
<b>Day 1:</b>	Online
<b>Day 2:</b>	Online
<b>Day 3:</b>	In-person
<b>Day 4:</b>	In-person
<b>Day 5:</b>	Online
<b>Day 6:</b>	Online
<b>Day 7:</b>	Online
<b>Day 8:</b>	In-person
<b>Day 9:</b>	In-person
<b>Day 10:</b>	Online

<b>Draft Budget</b>		
<b>Overnight accommodations:</b>	Hotel 2 nights @ \$100 x 15 people.	\$3,000
<b>Mileage:</b>	Average of 70 miles x 30 people x 4 RT @ .50/mile.	\$4,200
<b>Per diem meals:</b>	4 days @ \$59.00 x 30 people	\$7,080
<b>Supplies (binders, name tags etc.):</b>		\$300
<b>ORI Consulting:</b>		\$55,000
	<b>Total</b>	<b>\$69,580</b>



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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Justice		1.2 State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Organizational Resilience International, LLC		1.4 Contractor Address 1227 High Street, Westwood, MA 02090	
1.5 Contractor Phone Number 781-856-1252	1.6 Account Number 5109-072-509073	1.7 Completion Date 09/30/2021	1.8 Price Limitation \$55,000
1.9 Contracting Officer for State Agency Kathleen Carr		1.10 State Agency Telephone Number 603-271-1234	
1.11 Contractor Signature  Date: 6/4/20		1.12 Name and Title of Contractor Signatory Kevin Becker - Manager	
1.13 State Agency Signature  Date: 6-10-20		1.14 Name and Title of State Agency Signatory Kathleen Carr, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Takmina Rakhmatova</u> On: <u>06/18/2020</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials KB  
Date 6/4/20

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

**7. PERSONNEL.**

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

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

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

Contractor Initials KB

Date 6/4/20

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

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

## 9. TERMINATION.

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

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials 

Date 6/4/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**

**-SPECIAL PROVISIONS-**

1. There are no additional special provisions with this contract.

Contractor Initials

ICB

Date

6/4/20

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## EXHIBIT B

### -SCOPE OF SERVICES-

1. Organizational Resilience International, LLC as Contractor for the New Hampshire Department of Justice (DOJ) for the development and delivery of the New Hampshire State Victim Assistance Academy (NH SVAA).
2. The Contractor shall be paid by the DOJ based on budgeted expenditures described in Exhibit B.
3. The Contractor is required to maintain supporting documentation for all expenses and to produce those documents upon request of this office or any other state or federal audit authority. Supporting documentation should be maintained for at least 5 years after the close of the project.
4. The Contractor will:
  - a. Provide four highly experienced victim service professionals to the development and delivery of the NH SVAA
  - b. Take leadership of facilitating the NH SVAA process in collaboration with the Steering Committee and identified faculty to create and execute a comprehensive SVAA that uniquely addresses the needs of New Hampshire's multi-disciplinary victim services network
  - c. Be responsible for developing the NH SVAA curriculum
  - d. Prepare and distribute meeting agendas and minutes with SVAA committee input
  - e. Participate and facilitate monthly meetings and/or conference calls
  - f. Coordinate a train the trainer session(s) for faculty prior to the SVAA
  - g. Incorporate evaluation by creating pre/post student evaluations, participant satisfaction, and overall academy experience evaluations
  - h. Design student registrations/applications
  - i. Coordinate on-site NH SVAA logistics
  - j. Provide feedback, follow up, and debriefing following the first NH SVAA
  - k. Provide a final report that includes the finalized curriculum, evaluation takeaways, and a proposal of improvements for future NH SVAA's. The final report shall be provided on or before August 2021.
5. This Agreement consists of the following documents: Exhibits A, B, and C, which are all incorporated herein by reference as if fully set forth herein.
6. All correspondence and submittals can be directed to:

Contractor Initials

CB

Date

6/4/20

NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301

Or

Tanya.pitman@doj.nh.gov and Danielle.Snook@doj.nh.gov

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Contractor Initials

KB

Date

6/4/20

**EXHIBIT C**

-SCHEDULE/TERMS OF PAYMENT-

1. The DOJ shall pay the Contractor an amount not to exceed the Form P-37, section 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - a. This contract is funded from the United States Department of Justice, Office of Justice Programs, Crime Victim Assistance Discretionary Grant. CFDA #16.582.
  
2. Payment for said services shall be made monthly as follows:
  - a. The Contractor will submit an invoice in a form satisfactory to the DOJ, for the completed task in the table set forth below, in fulfillment of this agreement.
  - b. The DOJ shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
  - c. The final invoice shall be due to the DOJ no later than thirty (30) days after the contract Form P-37 Block 1.7 Completion Date.
  - d. Invoices may be signed and emailed to [tanya.pitman@doj.nh.gov](mailto:tanya.pitman@doj.nh.gov) or mailed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301
  - e. Payment may be withheld pending receipt of the required reports or documentation as identified in Exhibit B, Scope of Work and in this Exhibit C and is contingent on continued availability of federal funding indicated above.
  
3. Basis for payment of services should be on the below cost proposal deliverables.

Task	Cost
Staffing	\$50,000
Administrative overhead expenses	\$3,000
Supplies	\$1,000
Mileage	\$1,000
<b>Total</b>	<b>\$55,000</b>

Contractor Initials

KB

Date

6/4/20

# State of New Hampshire

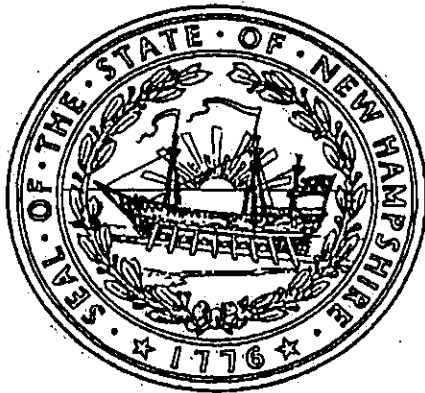
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ORGANIZATIONAL RESILIENCE INTERNATIONAL LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on June 02, 2020. 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: 843356

Certificate Number : 0004924920



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of June A.D. 2020.

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

William M. Gardner  
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Kevin Becker, hereby certify that I am a Partner, Member or Manager  
(Name)  
of Organizational Resilience, Inc. limited liability partnership under RSA 304-B.  
(Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution

DATED: 6/4/20

ATTEST: K. Becker - Manager  
(Name & Title)



ORGARES-01

LEEDF1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/26/2020

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

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

PRODUCER Hoffman Insurance Services Inc 16 Laurel Ave Wollesloy, MA 02481	CONTACT NAME: Deborah Lee	
	PHONE (A/C, No, Ext): (781) 235-0087	FAX (A/C, No): (781) 235-6665
	E-MAIL ADDRESS: dlee@hoffmaninsurance.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Insurance Company		22357
INSURED  Organizational Resilience International LLC 1227 High St Westwood, MA 02090	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	INSURER G :	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WRQ	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			08SBMAE1665	2/7/2020	2/7/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08SBMAE1665	2/7/2020	2/7/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

NH Department of Justice  
33 Capitol St  
Concord, NH 03301-6310

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

AUTHORIZED REPRESENTATIVE



*Our Strength is Your Resilience*

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June 2, 2020

To Whom It May Concern,

As sole director of Organizational Resilience International LLC, I am writing to confirm that such organization, as a registered business in the Commonwealth of Massachusetts, is exempt from carrying Workers Compensation policy under M.G.L. 152 Section 25A. The accompanying Department of Industrial Accidents Form 153 attests to this exemption. Please contact me for any further information. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Kevin Becker".

Kevin Becker  
Senior Partner  
Organizational Resilience International LLC

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ORGANIZATIONAL RESILIENCE INTERNATIONAL, LLC

[www.ORIConsulting.com](http://www.ORIConsulting.com)

P.O. Box 2566 Westwood, MA 02090

Tel. (800) 807-6125

Email: [Info@ORIConsulting.com](mailto:Info@ORIConsulting.com)



Department of Industrial Accidents
Office of Investigations - Dept. 153
Lafayette City Center, 2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia

Invest./SWO ID #: \_\_\_\_\_

AFFIDAVIT OF EXEMPTION FOR CERTAIN CORPORATE OFFICERS OR DIRECTORS

Chapter 169 of the Acts of 2002 amended M.G.L. c. 152, §1(4) by adding the following paragraph:

"This chapter shall be elective for an officer or director of a corporation who owns at least 25 percent of the issued and outstanding stock of the corporation. Notwithstanding section 46, these provisions shall apply only if the corporate officer provides the commissioner of industrial accidents with a written waiver of his rights under this chapter. Said commissioner shall promulgate regulations to carry out the purpose of this paragraph. Violations of this paragraph shall subject the corporation to the penalties set forth in section 25C."

Pursuant to M.G.L. c. 152, §1(4) as amended, I/We the undersigned officers of:

Organizational Resilience International LLC 1227 High St Westwood MA 02090
(Name of Corporation and Address)

each holding at least 25% of the issued and outstanding stock in said corporation, do hereby invoke the right to be exempt from the provisions of M.G.L. c. 152, §25A and therefore are not required to carry a workers' compensation policy covering the undersigned corporate officer(s) or director(s). I/We the undersigned do also waive any and all rights to make claims for benefits as defined in M.G.L. c. 152 for any injuries that may be sustained while in the employ of the above-named corporation.

Further, I/we the undersigned do understand that, should the above-named corporation hire or have in its employ any employee(s) in addition to the undersigned corporate officer(s) or director(s), said corporation is required to obtain workers' compensation coverage for the employee(s) as prescribed by M.G.L. c. 152, §25A.

I/We the undersigned have read and understand the statements and obligations as delineated above and I/we have checked the appropriate box below my/our name(s) indicating my/our desire to be exempt or not to be exempt from the provisions of M.G.L. c. 152.

Signed under the pains and penalties of perjury:

Kevin Becker Kevin Becker/Manager 05/30/2020
Signature Print Name & Title Date (mm/dd/yyyy)
[X] I wish to exercise my right of exemption or [ ] I wish NOT to exercise my right of exemption

Signature Print Name & Title Date (mm/dd/yyyy)
[ ] I wish to exercise my right of exemption or [ ] I wish NOT to exercise my right of exemption

Signature Print Name & Title Date (mm/dd/yyyy)
[ ] I wish to exercise my right of exemption or [ ] I wish NOT to exercise my right of exemption

Signature Print Name & Title Date (mm/dd/yyyy)
[ ] I wish to exercise my right of exemption or [ ] I wish NOT to exercise my right of exemption

Note: ALL ELIGIBLE CORPORATE OFFICERS MUST SIGN. THERE CAN BE NO MORE THAN 4 SIGNATURES. Instructions on back.





*Our Strength is Your Resilience*

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June 11, 2020

To Whom It May Concern,

As sole director and sole employee of Organizational Resilience International LLC, a registered business in New Hampshire, #843356, I am writing to confirm that such organization is exempt from carrying Workers Compensation policy under NH RSA Section 281-A:2 VIII. Please contact me for any further information or any questions. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Kevin Becker".

Kevin Becker  
Senior Partner  
Organizational Resilience International LLC

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ORGANIZATIONAL RESILIENCE INTERNATIONAL, LLC

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