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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

May 14, 2019

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

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter into subgrants with the organizations listed below in the amount of \$66,836 from the Federal Victim of Crime Act Grant (VOCA) for the purpose of providing direct services to victims of crime effective July 1, 2019 upon Governor and Executive Council approval through June 30, 2020. 100% Federal Funds.

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

<u>Class</u>	<u>Organization</u>	<u>Vendor#</u>	<u>SFY 2020 Amount</u>
072-500575	Court Appointed Special Advocates of NH, Inc.	156690-B001	\$41,000
072-500574	City of Rochester	177467-B002	\$25,836

EXPLANATION

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.

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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 Court Appoint Special Advocates of NH, Inc. (CASA NH) and the City Of Rochester are core victim service providers. CASA NH will utilize the funds to provide legal support to victim advocates assigned to abuse and neglect cases by the NH Court system. The City of Rochester will utilize the funds to educate victim advocates on the criminal justice process, victim service referrals, and case updates.

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



#2389363

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 Court Appointed Special Advocates of New Hampshire, Inc.		1.4. Subrecipient Address PO Box 1327 Manchester, NH 03105-1327	
1.5 Subrecipient Phone # (603) 626-4600	1.6. Account Number 02-20-20-201510-502 1-072-500575	1.7. Completion Date 06/30/2020	1.8. Grant Limitation \$ 41,000
1.9. Grant Officer for State Agency Kathleen B. Carr		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. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Marcia Sink, President/CEO	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough on 4/10/19 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace Christine Duhamie, Notary Public exp 8/5/20			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Admin	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Deanne Martin Assistant Attorney General, On: 5/3/19			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____			

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

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

MS
Date: *4/10/19*

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

Subrecipient Initial(s): MS
 Date: 4/10/09

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

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

3a. The Subrecipient shall be awarded an amount not to exceed \$\$41,000 of the total Grant Limitation from 7/1/2019 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason the Subrecipient may apply for an extension of the grant period for up to three months until 09/30/2020. The Subrecipient must submit the request in writing. No extension is granted until written approval is received by the Subrecipient from DOJ.

Subrecipient Initials

MS

Date

4/10/19

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 MS
Date 4/10/19

Special Provisions to the State of New Hampshire Grant Agreement

2017-VA-GX-0044

1. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number

(regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.


In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Financial Guide
The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.
3. All subawards ("subgrants") must have specific federal authorization
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").
The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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Subrecipient Initials

Date


Date 4/10/19

4. 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.
5. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), 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.
6. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee 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").
7. 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 of 2010, and other applicable laws.

Subrecipient Initials MS
Date 11/10/19

by the subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

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

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 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.


13. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017) The subgrantee 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, 2017, are set out at: <http://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.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

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Subrecipient Initials

Date


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proceed without the express prior written approval of the grant manager and OJP.

14. Reporting potential fraud, waste and abuse and similar misconduct.

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

15. Restrictions and certifications regarding non-disclosure agreements and related matters.

no Subrecipient under this award, or entity that receives a procurement contract or 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

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Subrecipient Initials

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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 factual basis, to support this representation; and
- c. 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.

16. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

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

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

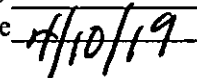
Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

17. Encouragement of policies to ban text messaging while driving

Subrecipient Initials



Date



Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

19. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 42 U.S.C. 10603(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

20. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

21. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

7

Subrecipient Initials

Date


Date 11/10/19

-
22. 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.
 23. 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 (2017-VA-GX-0044) 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."
 24. 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.
 25. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
 26. 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.
 27. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
 28. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. 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.
 29. 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

Subrecipient Initials

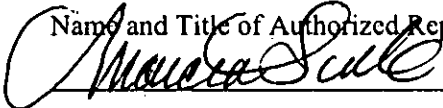
Date



Date 7/10/19

to submit an approved EEO 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 EEO requirements may be found here: http://ojp.gov/about/ocr/faq_eop.htm

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

I have read and understand all 34 special provisions contained in this document:

Marcia Srik, President/CEO
Name and Title of Authorized Representative
 4-10-19
Signature Date
Court Appointed Special Advocates of New Hampshire Inc
Name and Address of Agency PO Box 1327, Manchester NH 03105

Subrecipient Initials 
Date 4/10/19

EEOP Reporting

I, Marcia Sink [responsible official], certify that

Court Appointed Special Advocates of New Hampshire Inc [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on 4-10-19 [Date]

And that Marcia Sink [responsible official] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 4-10-19 [date]

I further certify that: Court Appointed Special Advocates of New Hampshire Inc [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: 

Date: April 10, 2019

Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

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

The Court Appointed Special Advocate of New Hampshire Inc. (Applicant) certifies that any funds awarded through grant number 2017-VA-GX-0044
2017-VOC07 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: Marcia Sink - President/CEO

Signature:  Date: 4/10/19

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

I. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

MS
4/10/19

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

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

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

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

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

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

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

3. FEDERAL TAXES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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4/10/19

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

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

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

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

Marcia Sink - President/CEO
Name and Title of Head of Agency

Marcia Sink
Signature

April 10, 2019
Date

CASA of NH P.O. Box 1327/138 Coolidge Ave, Manchester NH 03105
Name and Address of Agency

CERTIFICATE OF AUTHORITY

CORPORATE RESOLUTION

I, Amy Coven, hereby certify that I am the duly elected Chair of the Board of Directors of Court Appointed Special Advocates (CASA) of New Hampshire. I hereby certify the following is a true copy of a vote taken at the meeting of the Board of Directors/shareholders, duly called and held on April 10, 2019 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Marcia Sink is President/CEO of Court Appointed Special Advocates of New Hampshire, Inc., a non-profit corporation organized under the laws of New Hampshire with principle offices located at 138 Coolidge Street, Unit 1, Manchester New Hampshire (CASA-NH"). Ms. Marcia Sink is duly authorized to enter into contracts or agreements on behalf of CASA of New Hampshire 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 judgment be desirable or necessary to effect the purpose of the 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 she has full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

The undersigned is the duly authorized Chair of CASA-NH.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, Inc.**

By: 
Amy Coven, Chair

April 10, 2019

CERTIFICATE OF VOTE
Without Seal

I, Amy Covenno, do hereby certify that:

1. I am a duly elected Chair of Court Appointed Special Advocates of New Hampshire, Inc.
(Corporation Name)
2. Attached are true copies of the resolution duly adopted by vote of the Board of Directors of the Corporation April 10, 2019 which provide:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its agencies or departments with respect to VOCA funds.

RESOLVED: That the President/CEO/Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and will remain in full force and effect as of April 10, 2019 through June 30, 2020. Any amendment or revocation of these resolutions will be immediately reported to the Attorney General's Office.

(Date Contract Signed)

4. Marcia Sink is the duly elected President/CEO/Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)
of the Corporation.



(Signature of the Chair of the Corporation)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 10 day of April, 2019,

By Amy Covenno
(Name of Chair of the Corporation)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/25/22

State of New Hampshire

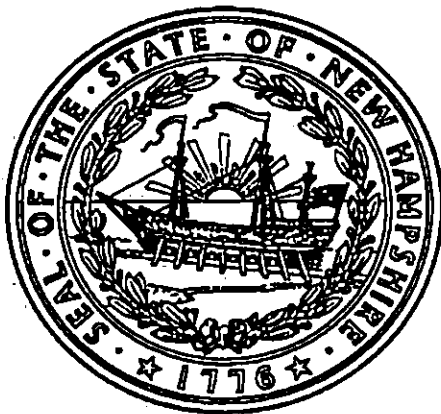
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 19, 1989. 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: 140761

Certificate Number: 0004493150



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 April A.D. 2019.

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

William M. Gardner
Secretary of State



CASAOFN-01

ASHAW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2019

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: PHONE (A/C, No, Ext): (603) 622-2855	FAX (A/C, No): (603) 622-2854
	E-MAIL ADDRESS: Info@clarkinsurance.com	
INSURED CASA of NH Inc. PO Box 1327 Manchester, NH 03102	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Ins Co	
	INSURER B: Wesco Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 18058

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1822517	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1822517	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PHUB629838	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3357542	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Title VOCA Grant - Covering operations of the Named Insured during the policy period.

CERTIFICATE HOLDER

CANCELLATION

State of NH Department of Justice
 33 Capital St
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Thomas R. Law

Top 5 Key Personnel		
CASA of NH		
2019-2020		
Name	Job title	Salary
Marcia Sink	President/CEO	\$106,877.00
Elizabeth Paine	Staff Attorney	\$71,500.00
Bernadette Melton-Pla	Senior Program Manager	\$62,000.00
Diane M. Valladares	State Wide Training & Recruitment Director	\$60,000.00
Jonelle Gaffney	Senior Program Manager	\$53,045.00
		\$353,422.00

CMG
April 10th, 2019



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248667579
Oct. 28, 2009 LTR 4168C E0
02-0432242 000000 00

00012580
BODC: TE

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE INC
PO BOX 1327
MANCHESTER NH 03105



008138

Employer Identification Number: 02-0432242
Person to Contact: Kenneth B. Gerding
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 19, 2009, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in October 1989.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

0248667579
Oct. 28, 2009 LTR 4168C E0
02-0432242 000000 00
00012581

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE INC
PO BOX 1327
MANCHESTER NH 03105

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Court Appointed Special Advocates (CASA) of New Hampshire

JOB DESCRIPTION Assistant Staff Attorney

Reports directly to the Senior Staff Attorney

Major Duties & Responsibilities:

- Assists Senior Staff attorney for CASA of NH staff and volunteers, to be available to address legal questions and concerns as they arise.
- Assists in providing initial and on-going in-service training for staff and volunteers in all CASA offices on the legal process in Abuse/Neglect (RSA 169-C), Termination of Parental Rights (RSA 170-C) and Mediated Adoption (RSA 170-B: 14) proceedings.
- Represent CASA-NH in court as needed, including filing motions and memos of law and addressing legal issues that arise in individual cases.
- Accompany CASA-GALs to court if there are legal questions to be addressed.
- Review and edit reports submitted to the Court by CASA-GALs in Termination of Parental Rights proceedings.
- Prepare CASA-GALs to testify as witnesses in Termination of Parental Rights proceedings and any other proceeding in which they are called as a witness.
- Cultivates new and maintains current relationships with law firms for pro-bono support.
- On occasion and when requested by the CEO, attends various committee/task-force meetings.

Qualifications:

- Member of the New Hampshire Bar.
- Minimum 2+ years' experience & knowledge regarding child protection cases.
- Experience in training/facilitating/presenting.
- Desire & ability to work with adult volunteers.

CAROLINE K. DELANEY, ESQ.



LEGAL EXPERIENCE

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE (CASA-NH) **Manchester, NH**
Staff Counsel **September 2016-Present**
Act as in-house staff counsel for CASA-NH staff and volunteers. Provide initial and on-going service training for staff and volunteers on the legal process in Abuse/Neglect (RSA 169-C), Termination of Parental Rights (RSA 170-C) and Mediated Adoption (RSA 170-B: 14) proceedings. Represent CASA-NH in court filing appropriate motions and memos of law. Review and edit reports submitted to Court by CASA-GAL's and prepare CASA-GAL's to testify as witnesses in court proceedings. Assist the President/CEO with personnel and other management issues including contract review.

New Hampshire Department of Revenue Administration (DRA) **Concord, NH**
Revenue Counsel **March 2014 - September 2016**
Served as general counsel to the DRA. Advised DRA Commissioner and administration on tax matters, and personnel issues. Managed all DRA litigation and represented DRA in administrative hearings. Managed DRA's administrative rule making process including testifying before legislative committees. Drafted and reviewed business contracts. Conducted department wide trainings.

Morrison Mahoney LLP **Manchester, NH**
Associate **January 2009 - February 2014**
Handled all aspects of varied insurance defense litigation including professional liability, premises liability and worker's compensation cases. Regularly advised insurance companies in the areas of New Hampshire insurance coverage and worker's compensation law.

Wiggin & Nourie, P.A. **Manchester, NH**
Associate **Sept. 2006 – Oct. 2008**
Attorney in Insurance Defense Practice Group. Attended hearings, mediations, depositions and drafted pleadings.

Law Office of John B. Schulte **Manchester, NH**
Staff Litigation Counsel **March 1998 - Sept. 2004**
Served as in-house trial attorney for Liberty Mutual Insurance Company. Represented Liberty Mutual insureds in automobile and premises liability cases in all state courts. Represented employers at the New Hampshire Department of Labor in worker's compensation hearings and appeals.

EDUCATION

Northeastern University School of Law
J.D. 1997

College of the Holy Cross
B.A. English 1991

OTHER EXPERIENCE

Community Family Life Services
Grant Administrator/Casemanager/Outreach Coordinator

Washington, D.C.
Aug. 1992 – May 1994

Administered Department of Housing and Urban Development grant. Supervised six grant casemanagers and coordinated referrals. Provided case management to homeless families living in CFLS' transitional housing program working towards achieving self-sufficiency. Provided case management to families living in Washington D.C. city shelters.

The Jesuit Volunteer Corp
Emergency Services Coordinator/ Advocate for the Elderly

Washington, D.C.
Aug. 1991 – June 1992

Served low income families and seniors volunteering for two Washington D.C. social service agencies, The Northwest Settlement House and Community Advocacy and Referral for the Elderly ("C.A.R.E.").

MEMBERSHIPS

New Hampshire Bar Association
New Hampshire Women's Bar Association

BERNADETTE M. PLANTE

OBJECTIVE

To obtain a challenging full or part time position within the educational, childcare, or social services field that will fully utilize my diverse knowledge, education, and experience.

PROFESSIONAL PROFILE

Guardian Ad Litem, Court Appointed Special Advocate

- Excellent knowledge of Juvenile Court/Child Welfare System.
- Assisted in development of organizational policies for Guardian Ad Litem & Staff.
- Represented organization at both state and local level.
- Supervision and Training of professional development of staff.
- Member of the Senior Management Team.
- Up-to-date on current industry trends with staff recruiting and development experience.
- Proven track record for providing quality client assessment, counseling, and referrals.
- Experience in networking with local/state agencies and grant writing.
- Ability to work productively both independently or as a cooperative team member.
- Solid background in designing/implementing new behavioral and vocational programs

Parent Child Mediation, City of Nashua, NH

WORK HISTORY

CASA (COURT APPOINTED SPECIAL ADVOCATE) OF NEW HAMPSHIRE (2001 - Present)

Senior CASA Supervisor (2008-Present)

- Court Diversion Program (2007-2009)
- Supervised Staff Supervisors in Colebrook, Berlin, Plymouth, Manchester and Nashua District and Family Courts to ensure effective service delivery to abused and neglected children.
- Acted as a liaison to all North Country, Lakes Region, Manchester and Nashua local offices of the Division of Children, Young and Families (DCYF).
- Developed and provided training standards for both Staff, Volunteers and Guardian Ad Litem.
- Conducted performance evaluations of Staff.
- Valuable Professional of the Senior Management Team.

Supervisor of Guardian Ad Litem (2001-2008)

- Recruited, screened, trained and supervised CASA Guardian Ad Litem Volunteers, providing 40 hour intensive training.
- Responsible for matching case's to appropriate Volunteer (all cases are abuse and neglect petitions filed through either District or Family Court).
- Co-managed all cases with volunteer, maintaining monthly supervision data in CASA database, provided data quarterly, or as needed, to Executive Director
- Ensured all Court Reports prepared by CASA/GAL are typed, edited, reproduced and delivered with the statutory time frames to court and all relevant parties.

- Acted as a liaison to Court Personnel.

NASHUA PASTORAL CARE CENTER INC, Nashua, NH (1996 -2001)

Emergency Assistance Outreach Director (1998 - 2001)

- Continuously handled a high-risk caseload, managed Annual Grants, and prepared statistical information for the United Way.
- Assisted in résumé writing and preparation for non-skilled working population.
- Developed job opportunities for professional, skilled, and non-skilled clientele.
- Represented organization as a public speaker at public relations events and fundraisers.
- Managed 200 volunteers and coordinated annual Christmas Program, which served over 680 families.

Case Manager (1996 - 1998)

- Managed high-risk caseload working with women in recovery from addictions.
- Co-facilitated bi-weekly support group for women to empower and assist with integration into the community.
- Co-facilitated weekly parenting group for women in recovery.
- Facilitated educational, housing, and individual plans to become non-recipients of welfare.
- Developed close working relationships with educational personnel from local colleges, the City, and Welfare Department.
- Maintained up-to-date on local and state changes pertaining to welfare reform.

BIG BROTHERS/BIG SISTERS OF GREATER NASHUA, Nashua, NH (1996 - 1997)

Case Worker

- Handled caseload of 25 families and recruited/trained volunteers.
- Assisted in major fundraising projects and writing press releases.
- Provided sexual abuse prevention training to children, parents, and volunteers.
- Interviewed and screened adults and children for program eligibility.
- Aided in providing support groups for parents and volunteers, addressing parenting issues of elementary aged children to teenagers.
- Researched potential grant possibilities and represented organization at public speaking engagements.

EDUCATION

MELTON MOWBRY COLLEGE, Leicester, England

B.S. Degree Equivalent in Social Work & Child Welfare with additional post graduate study.

CONTINUING EDUCATION

NH Attorney General's Task Force Conference on Child Abuse & Neglect
 PSNH Conference on Electric Utility Service for Low-income Families
 Nurturing Families through Recovery, Coalition on Addiction, Pregnancy & Parenting
 Intake & Assessment; Division of Children, Youth & Families
 Working with Chronically Mentally Ill Patients, Manchester Mental Health
 Juvenile Court Process; Div of Children, Youth & Families
 Working with Sexually Abused Children; Division of Children, Youth & Families

Fetal Alcohol Syndrome, Rivier College, Nashua, NH
 Dynamics of Child Abuse and Neglect within the Family; Division of Children, Youth & Families
 Cultural Awareness, Rivier College, Nashua, NH
 Assessment & Case Planning, Big Brothers/Big Sisters of America
 Physical & Psychological Adolescent Changes
 Mediating Divorce, Child Parent Mediation
 Dealing with Domestic Violence
 Community Conference; Division of Children, Youth & Families

REFERENCES ARE AVAILABLE ON REQUEST

Diane M. Valladares



EXPERIENCE

CASA of NH, Manchester, NH

November 2002 - Present

Training and Recruitment Coordinator for statewide non-profit volunteer guardian ad litem program, representing abused and neglected children in the NH court system. Recruit, screen and interview candidates to serve child clients, set training schedule, coordinate speakers. Increased retention of volunteers by 100% during my first year through monthly newsletters and educational conferences for volunteers. Daily tasks include maintenance of two volunteer databases (COMET and Gift Maker Pro), application processing, follow-up of volunteer inquiries, interview and class scheduling. Monthly budget and application reports for staff and Board, as well as press releases. Publish yearly calendar and business directory, as well as recruitment and retention materials. Maintain and update training manual for volunteers. Plan and execute two major volunteer events per year.

WHITNEY LAW OFFICES, Nashua, NH

January 2001 -June 2002

Paralegal Assistant for private law practice specializing in family, real estate, personal injury, bankruptcy and criminal law. Responsibilities included screening clients, maintaining calendar, case maintenance, research, interaction with court officers, client correspondence, billing, handling phones and mail.

DESIGNWARES, 206 Main Street, Nashua, NH, 03060

August 2000 - Present

Sales Consultant for upscale retail artisan boutique. Responsibilities include customer service inventory control, purchasing, maintaining mailing list database, merchandising. Currently work almost exclusively on maintaining the customer database for sales promotions.

BICENTENNIAL ELEMENTARY SCHOOL, Nashua, NH

September 1996 -June 1999

Educator, Grade 4. Created and implemented educational plans for heterogeneously grouped, inclusionary classes utilizing reading and writing workshop approach to integrated language arts, hands-on science and mathematics, and a class meeting approach to solving issues and problems. Served as PTO liaison.

CHARLOTTE AVENUE / BICENTENNIAL ELEMENTARY SCHOOL, Nashua, NH

September 1991 - January 1996

Special Education Paraprofessional Modified assignments and gave academic support within the classroom to students on individual education plans at the fifth and sixth grade level. Provided one-on-one, small group and whole class instruction. Administered various assessments (Woodcock-Johnson, K-TEA, TOWL) to individual students.

EDUCATION: Rivier College, Nashua, NH, 1996 B.A. Elementary Education
The Berkeley School, White Plains, NY - 1979, Secretarial Diploma

PROFESSIONAL AFFILIATIONS: Nashua College Club, Vice President
CASA of NH - Guardian ad Litem
NH Notary Public and Justice of the Peace

REFERENCES: Excellent references available on request.

Elizabeth Paine



EDUCATION

University of Maine School of Law 1989
JURIS DOCTOR Portland, Maine

Williams College 1985
BACHELOR OF ARTS Williamstown, Massachusetts
Major: History of Ideas

Swarthmore College Swarthmore, Pennsylvania 1981-1982

American Institute of Foreign Study Evian, France 1980 - 1981

LEGAL WORK EXPERIENCE

Senior Staff Attorney 2014-present
CASA OF NH, In-House Counsel for Non-profit Court Appointed Special Advocate Program.

OVW Court Training Grant Project Director 2013- 2014
OVW Court Training and Improvement Grant manager, Chair of Steering Committee, grant management and oversight.

New Hampshire Circuit Court Domestic Violence Specialist 1999-Present
Violence Against Women Act (VAWA) grant funded position with the Administrative Office of the Court and Circuit Court. Duties include: serving as the VAWA Point of Contact for the Court System; grant writing, managing the Court's VAWA Project; revising statewide protocols for domestic violence; training for judges and staff on use of the protocols and forms; working with Court staff and representatives of Department of Safety on the design, and implementation, of the Protective Order Phase of J-ONE; serving as liaison between Office of the Administrative Judge and Governor's Commission Against Domestic and Sexual Violence; oversight of Circuit Court Domestic Violence Data Warehouse Project; work with Protective Order Registry contacts at the state and federal level; Project Coordinator COSCA grant for Criminal Bail Order creation, former member of the "Greenbook Project" Court Team.

Project Consultant 1997- 1999
NEW HAMPSHIRE DISTRICT COURT DOMESTIC VIOLENCE DATA COLLECTION PROJECT
Duties include coordination and supervision of Court based data collection project funded by the State Justice Institute. Responsible for grant writing, project funding and administration.

STATEWIDE COORDINATOR 1994-1997
NEW HAMPSHIRE DISTRICT COURT DOMESTIC VIOLENCE COORDINATING COUNCIL PROJECT
Duties included acting as policy liaison between local volunteer councils, the New Hampshire District courts, the N.H.Governor's Commission on Domestic Violence, and state funding sources under the Violence Against Women Act. Responsible for grant writing and project funding.

Attorney December 1996 - June 1997
LAW OFFICE OF WILLIAM D. PAINE II P.A. North Conway N.H.
Oversight of office closure and wind up of the solo law practice of the late William D. Paine, II

Assistant County Attorney March 1991- June 1994
MERRIMACK COUNTY ATTORNEY'S OFFICE Concord, N.H.
Special Prosecutor for Child Abuse and Sexual Assault: March 1991- July 1993.
General Felony Prosecution from July 1993 - June 1994.

Associate Attorney
LAW OFFICE OF WILLIAM D. PAINE II P.A.
General Practice

July 1990- March 1991
North Conway, N.H.

Law Clerk
WESCOTT MILLHAM & DYER
General Practice

September 1989-May 1990
Laconia, N.H.

Intern Cumberland County Attorney's Office
Prosecuted misdemeanor and traffic offenses in District Court

1988-89
Portland, Maine

CASA Court Appointed Special Advocate
Cumberland County Superior Court, Cumberland, Maine

1987-1989

BAR ADMISSIONS

State of New Hampshire 1990
State of Maine 1990
New Hampshire Federal District Court 1991

PROFESSIONAL COMMITTEES AND COMMUNITY INVOLVEMENT

Guardian Ad Litem Board	2014-present
New Hampshire Governor's Commission on Domestic Violence Executive Committee Member, Public Education Committee- Chair 1999- 2002, Domestic Violence Fatality Review Committee 1999-present, Chair 2010-present, Conference Planning Committee, Protocol Committee, Former member of the Supervised Visitation Committee, Member of Attorney General's Task Force on Visitation, 2013- present.	1995- 2014
Interagency Coordinating Council for Women Offenders Vice Chair, Hiring Committee for Administrator of Women Offenders	2006- 2014
Andover School District Moderator	2013-present
Northern Forest Canoe Trail Board of Directors Search Committee new Executive Director	2013-present
New Futures, Board of Directors, Chair 2011-2013 Search Committee for new Executive Director Policy and Advocacy Committee, 2007-2010	2007-2013
Andover Beacon Board of Directors	2008-2013
New Hampshire Supreme Court Commission on the Status of the Legal Profession	2005-2007
New Hampshire Commission on the Status of Women Vice Chair 2005-2007, Legislative Committee, Women's Prison Project, contributor -The Legal Handbook for Women	2001-2007
New Hampshire Charitable Foundation North Country Region Advisory Board Incorporator, Director, Chair	1996-2007

Leadership New Hampshire	2003-2004
Plymouth Domestic Violence Coordinating Council	1994-1996
New Hampshire Coalition Against Domestic and Sexual Violence Board Member, Legislative Committee	1994-1996
New Hampshire Bar Association Committee on Gender Equality	1992-1994

TEACHING EXPERIENCE

Police Standards and Training Council	2007
New Hampshire Bar Association DOVE Project	1996
University of New Hampshire Paralegal Certificate Program- Civil Procedure	1993
TASIS Cyprus, American History	1985

RELATED TRAINING

Circuit Court Judges Training <i>Presenter: Domestic Violence Data 2013</i>	June, 2014
Partnering For a Future without Violence <i>Presenter: Civil Protection Orders and Criminal Protection Orders: How they work and how are they different</i>	June, 2014
Circuit Court Judges Training <i>Presenter- Red Flags in Domestic Violence Homicides</i>	November, 2013
AmeriCorps Advocate Training <i>Faculty- Full Faith and Credit and Court Domestic Violence Protocols</i>	November, 2013
New Hampshire General Court <i>Presenter- Domestic Violence Fatality Review Data Report</i>	September, 2013
Partnering for a Future Without Violence <i>Presenter: Civil Protection Orders and Criminal Protection Orders: How they work and how are they different? Presenter: Domestic Violence and Stalking 101; Presenter: Firearms and Domestic Violence Law in New Hampshire.</i>	June, 2013
Department of Safety: Firearms Return in Criminal cases	April, 2013
New Hampshire Circuit Court <i>Presenter: Criminal Bail Orders</i>	September, 2012
New Hampshire 18th Annual Statewide Conference On Domestic and Sexual Violence Co- presenter: Domestic Violence Data <i>Co-Presenter: Firearms and Domestic Violence Laws in New Hampshire Moderator: Labarre Fatality Review Workshop Moderator: Panel on Unequal Treatment</i>	June , 2012
Circuit Court Clerks Meeting	September, 2011

Presenter- The Protective Order Registry

- New Hampshire Seventeenth Annual Statewide Conference on Domestic and Sexual Violence
Faculty- Civil Protective Orders and Criminal Protective Orders: How do they work and How are they different? June, 2011
- New Hampshire Seventeenth Annual Statewide Conference on Domestic and Sexual Violence
Faculty- The Protective Order Registry June, 2011
- New Hampshire Seventeenth Annual Statewide Conference on Domestic and Sexual Violence
Faculty- Domestic Violence Fatality Review Workshop June, 2011
- New Hampshire District Court Judges Conference
Presenter-Qualifying Misdemeanor Crimes of Domestic Violence January, 2011
- Conference of State Court Administrators, New Orleans, LA
Presenter- VAWA Point of Contact in the Courts, November, 2010
- Strengthening Firearms Protections: Improving the System-wide responses
National Network to End Domestic Violence. Baltimore MD. July, 2010
- New Hampshire Fifteenth Annual Statewide Conference on Domestic and Sexual Violence
Faculty- Full Faith and Credit and Criminal Bail Protective Orders May 2009
- AmeriCorps Victim Advocate Training
Faculty- Full Faith and Credit and Court Domestic Violence Protocols January, 2009
- New Hampshire Department of Safety Agency, Terminal Coordinators Conference,
Faculty- Criminal Bail Protective Orders November 2008
- Regional Training for Family Division Clerks on Domestic Violence
Co-Presenter- Domestic violence refresher taught with NHCADSV staff February- March 2008
- Training for New Hampshire Coalition Against Domestic Sexual Violence PMC
Presenter-Domestic Violence and Stalking Forms Revisions and Project Passport December 2007
- New Hampshire Thirteenth Annual Statewide Conference on Domestic and Sexual Violence
Faculty- Revisions of NH's Civil Protective Order Forms, Extending Project Passport. June 2007
- Covering the Nation: Extending Project Passport Northeast/Great Lakes Meeting
National Center for State Courts, Boston MA.
Faculty March 2007
- Domestic Violence and Firearms: A National Summit on Community Safety
New Hampshire State Team member September 2006
- New Hampshire Tenth Annual Statewide Conference on Domestic and Sexual Violence
Faculty- presented on the New Hampshire Domestic Violence Registry June 2004
- New Hampshire Seventh Annual Statewide Conference on Domestic and Sexual Violence
Faculty – presented on Grafton County Greenbook Project June 2001
- STOP TA Fatality Review Conference
Faculty-presented panel on Media and Fatality Review Teams November 2000
- New Hampshire Fourth Annual Statewide Conference on Family Violence
Faculty -presented workshop on SJI Domestic Violence Data Collection Project June 1998

Elizabeth Paine-Resume

New Hampshire's Third Statewide Conference on Family Violence <i>Faculty</i> and Conference Committee Member	June 1997
Association of Family and Conciliation Courts Facing Up to the Complexities of Family Violence: NO SIMPLE SOLUTIONS. Boston, Massachusetts	September 1996
Presented and facilitated workshops on New Hampshire's Domestic Violence Protocol Keene, Hampton, Berlin and Plymouth, N.H.	May- June 1996
Domestic Violence and Sexual Assault and the Legal System: A Conference for For Victim Advocates <i>Faculty</i> - Conducted a workshop on Domestic Violence and the District Court Protocol	May 1996
STOP Violence Against Women Grantees Conference, Washington D.C. One of three Representatives from New Hampshire	July 1995
New Hampshire's Second Statewide Conference on Family Violence, Conference Co-chair.	March 1995
Facilitated workshops on the Violence Against Women Act conducted by Bonnie Campbell. Moderator for a panel on weapons and VAWA.	March, 1995
National Council of Juvenile and Family Court Judges Workshop on Coordinating Councils. San Jose, California <i>Faculty</i> . Presented on data collection efforts in New Hampshire	February 1995
New Hampshire First Statewide Conference on Family Violence Waterville Valley, N.H. Conference Committee	May 1994
Career Prosecutor's Course. National College of District Attorneys' Houston, Texas.	June 1993
Courts and Communities: Confronting Violence in the Family. The National Council of Juvenile and Family Court Judges. Member of New Hampshire State Team	March 1993
Office of Juvenile Justice and Delinquency Prevention Training in Child Abuse Investigation and Exploitation	April and December 1992
National Center for Prosecution of Child Abuse. Basic Training for Child Abuse Prosecutors Hartford, Connecticut	June 1991
Abuse and Victimization in Life Span Perspective, Harvard Medical School & Children's Hospital, Boston, Massachusetts	April 1991

Jonelle Gaffney



Objective To obtain full time employment that would allow me the opportunity to continue to work with families and children in the social service spectrum by helping to assist in providing services to families in need.

Education **Southern New Hampshire University - Manchester, New Hampshire**
Bachelor of Arts in Psychology
Minor in Sociology, 2000-2004
Graduated Cum Laude

2002-2004: Treasurer of the National Honor Society for Psychology (PSI CHI)

Professional Experience

CASA of NH, Manchester, NH
(October 2009 to Present)
CASA Guardian Ad Litem Supervisor

- Responsible for the recruitment, training, and on-going supervision of volunteer guardian ad litem assigned to abused and neglected children in the court system.

Devereux Florida, Orlando, FL
(October 2008-September 2009)
Family Case Manager-Specialized Medical Unit

- Identified needs of and provided direct care services to families in meeting the specialized needs of medically involved or medically fragile children within the child welfare system
- Developed, implemented, and monitored family case plans and provided families with the necessary skills and motivation in order to meet the goals of the case plan to ensure child safety and well-being
- Determined the need for child removal, continued services, or termination of services based upon an expert child safety assessment
- Empowered and promoted self sufficiency of clients
- Wrote documents for the Court; including Shelter Petitions, Predisposition Reports, Judicial Reviews, Status Reports, and Case Plans
- Provided testimony to the Court and served as a liaison between the Department of Children and Families and the Court
- Provided clients with services, such as daycare and other referrals to community agencies for counseling and financial assistance
- Facilitated multi-disciplinary meetings to collaborate on ideas and suggestions to help families successfully meet the needs of their children
- Attended meetings with the legal department, foster care department, and the child protection team to make informed decisions regarding child safety and permanency planning
- Acted as a mentor to other workers within the service center

Devereux Florida, Orlando, FL
(June 2007-October 2008) Family
Case Manager

- Provided direct care services to families where some indicators of abuse, abandonment, or neglect issues have been identified

- Developed, implement, and monitored family case plans
- Determined the need for child removal, continued services, or termination of services based upon an expert child safety assessment
- Empowered and promoted self sufficiency of clients
- Wrote documents for the Court; including Shelter Petitions, Predisposition Reports, Judicial Reviews, Status Reports, and Case Plans
- Provided testimony to the Court and served as a liaison between the Department of Children and Families and the Court
- Provided clients with services, such as lower cost daycare and other referrals to community agencies for counseling and financial assistance.
- Attended meetings with the legal department, foster care department, and the child protection team to make informed decisions regarding child safety and permanency planning

**Key Program, Inc., Methuen, MA
(September 2006-June 2007)
Assistant Program Supervisor**

- Assisted the program supervisor in managing residential facility, including staff supervision and ensuring clients' treatment goals and needs are being met. Monitor program organization, client files, scheduling, and general program maintenance
- Utilized techniques from the Crisis Prevention and Intervention Institute to facilitate the de-escalation of clients who are in crisis
- Provided twenty-four hour on call support to residential caseworkers in ensuring clients' and staff's safety
- Utilized the Situational Leadership Model in providing formal and informal supervision to direct care staff with regards to their performance and professional development
- Facilitated client referrals, intakes, and discharge meetings

**Key Program Inc., Methuen, MA
(May 2004-September 2006)
Residential Caseworker**

- Supervised children (aged 12-18) in a residential setting on achieving their treatment plan goals, documenting their stay, managing behavioral problems, implementing consequences, and helping clients develop positive social skills and life skills
- Worked directly with families of various ethnicities and backgrounds to understand the families different needs
- CPR, First Aid, and CPI.Certified
- Attended multiple trainings focusing on family works, juvenile justice, 51A reporting, common diagnosis (bi-polar, multiple personality disorder, ADHD, and schizophrenia)

Specialized Trainings and/or Certifications

- Certified Family Services Counselor (March 2008)
- Specific trainings as they relate to the following: Health and Information and Accountability Act (HIPAA), Code of Ethics, Medical Neglect, Child Abuse Prevention, Early Childhood Trauma, Domestic Violence, Supervising Visits for Sexually Abused Children, Educational Trainings, Drug Abuse, and other various trainings as they relate to the field of child welfare.

References available upon request

Marcia Ressmeyer Sink-- President and CEO
Court Appointed Special Advocates (CASA) of New Hampshire, Inc.

VITA

Native of New York, Marcia Sink is a former foster and adoptive parent with a bachelor's degree in Human Services and an Honorary Doctorate of Laws degree from St. Anselm College. She is the mother of three grown sons and lives in Manchester, NH.

PROFESSIONAL EXPERIENCE

Founder of the New Hampshire CASA program. Since 1988, Ms. Sink has worked diligently to develop and expand the CASA program to reach the goal set in 1989 – namely, to have CASA Guardian ad litem representation available to each and every child in the New Hampshire courts who has suffered abuse and/or neglect.

COMMITTEE MEMBERSHIPS

- Member NH Commission on Access to Justice
- Active member of the New Hampshire Attorney General's Task Force on Child Abuse and Neglect since 1991.
- Appointee to the New Hampshire Child Fatality Review Team since 1992.
- Member of the Advisory Board for the New Hampshire Court Improvement Project.
- Executive Committee member New Hampshire Model Court project.
- Chair Model Court subcommittee on Children & Youth in Court
- Active member National CASA Association Public Policy committee since 1994
- Former President of the National CASA Board of Directors.
- Former member Governor's Judicial Selection Commission.

HONORARY DEGREE

Doctorate of Laws and Letters from Saint Anselm College, Manchester, New Hampshire, at its 119th Commencement on May 19, 2012.

2013 graduate of Leadership New Hampshire.

AWARDS

- 2016 Child and Family Services, *Voice for Children Award*
- 2014, *Outstanding Woman in Business*, NH Business Review
- 2012, *Governor's Award for Volunteer Management*
- 2012 NH Partners in Service *Bruce E. Friedman Award*
- 2010, Manchester Women's Club *Athena Award*
- 2004, University of NH's *Granite State Award*
- 2001, New Hampshire Bar Association's *Frank Rowe Kenison Award*
- 1999, New Hampshire Women's Fund *NH Women of the Twentieth Century*
- 1999, Governor's Commendation
- 1997, National CASA Association *Kappa Alpha Theta Program Director of the Year*
- 1995, Greater Manchester Association of Social Service Agencies' *James B. Sullivan Human Services Leadership Award*

- 1994, *Attorney General's Task Force Award*
- 1993, *Odyssey House's Arthur E. Brady Jr. Award*

PROFESSIONAL ACCOMPLISHMENTS

Ms. Sink has led the CASA of New Hampshire organization to become a key participant in the state's juvenile court & child protection systems. Under her direction, CASA of New Hampshire has earned the respect of the members of US Congress, state legislators, the Office of the NH Attorney General, the Governor's office and other key decision makers. She continues to work closely with the state's judiciary to better serve children throughout New Hampshire.

CIVIC/Non-profit CONTRIBUTIONS

Trustees The Mayhew Program, Bristol, NH

Church Council member President (2014-2016) Gethsemane, Lutheran Manchester .

Leadership New Hampshire Alumni, class 2013

OTHER

Professional Life Coach, certified by the Institute for Professional Excellence in Coaching (iPEC)
Justice of the Peace

PERSONAL

Running, gardening, spending time with her family and extended neighborhood family, as well as relaxing on the shores of the 1st Connecticut Lake in Pittsburg NH.

CASA of NH Board of Directors – 2017/2018

Amy Coveno – Chairman-elect
WMUR TV, ABC-9
100 S. Commercial Street
Manchester, NH 03101
(w) 641-9021 (c) 361-0922
acoveno@hearst.com

Thomas Buchanan-Treasurer
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Overlook Medical Park
6 Tsienneto Road
Derry, NH 03038
(w) 537-1313 (c) 345-7901
Buchanan@derrymedicalcenter.com

John Zahr - Secretary
Dyn
150 Dow Street Tower 2
Manchester, NH 03101
(c) 305-6461
izahr@dvn.com

Evelyn Aissa
Reaching Higher New Hampshire
33 Ridge Road
Concord, NH 03301
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13 Delta Drive, Suite 7
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jbergeron@mtsservices.com

Adele Boufford Baker

[REDACTED]

Arthur Bruinooge

[REDACTED]

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111 Amherst Street
Manchester, NH 03101
(w) 695-8518 (c) 867-1486
deby@devinemillimet.com

Nick Giacomakis
New England Investment & Retirement Group, Inc.
231 Sutton St, Suites 2A & 2B
North Andover, MA 01845
(w) 978-975-2559
nick@neinv.com

Chief David Goldstein
Franklin Police Department
5 Hancock Terr.
Franklin, N.H. 03235
(w) 603-934-2535

Jerry Howard
Strategy First Partners
13 Rockrimmon Road
North Hampton, NH 03862
(w & c) 678-575-4898
jh@strategyfirstpartners.com

Ellen Koenig
New Hampshire Women's Foundation
211 Mountain Road
Concord, NH 03301
(c) 731-1543
ellen.koenig123@gmail.com

Bryan Lord
New Venture Advisors LLC
1750 Elm St. Suite 605
Manchester, NH 03104
(w) 548-6791 (c) 617-905-5673
Bryan@newventureadvisors.com

Linda Lovering
Lovering Volvo
180 DW Highway South
Nashua, NH 03060
(w) 888-7070
lovingrl@lovingvolvo.com

Denise McDonough
Anthem Blue Cross and Blue Shield
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**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

FINANCIAL STATEMENTS)

JUNE 30, 2018

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HESSION & PARE, PC.

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Court Appointed Special Advocates of New Hampshire, Inc.
Manchester, New Hampshire

We have audited the accompanying financial statements of Court Appointed Special Advocates of New Hampshire, Inc. ("CASA") (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

To the Board of Directors
Court Appointed Special Advocates of New Hampshire, Inc.

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 CASA as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Heslin & Pave PC

November 5, 2018

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF FINANCIAL POSITION

As of June 30, 2018
(with comparative totals for 2017)

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2018</u>	<u>2017</u>
Assets					
Cash	\$ 881,561	\$ 67,096	\$ -	\$ 948,657	\$ 538,207
Endowment investments in cash	-	-	22,872	22,872	26,917
Endowment investments	-	119,491	502,613	622,104	549,082
Sponsorships receivable	-	-	-	-	6,500
Grants receivable	27,227	-	-	27,227	48,755
Contributions receivable	-	-	-	-	1,000
Prepaid expenses	1,852	-	-	1,852	7,995
Property and equipment, net	1,112,442	-	-	1,112,442	1,140,910
Total assets	<u>\$ 2,023,082</u>	<u>\$ 186,587</u>	<u>\$ 525,485</u>	<u>\$ 2,735,154</u>	<u>\$ 2,319,366</u>

LIABILITIES AND NET ASSETS

Liabilities					
Accounts payable	\$ 55,716	\$ -	\$ -	\$ 55,716	\$ 54,336
Accrued expenses	89,409	-	-	89,409	84,567
Total liabilities	<u>145,125</u>	<u>-</u>	<u>-</u>	<u>145,125</u>	<u>138,903</u>
Commitments (see Notes)					
Net assets					
Unrestricted	1,877,957	-	-	1,877,957	1,598,602
Temporarily restricted	-	186,587	-	186,587	98,692
Permanently restricted	-	-	525,485	525,485	483,169
Total net assets	<u>1,877,957</u>	<u>186,587</u>	<u>525,485</u>	<u>2,590,029</u>	<u>2,180,463</u>
Total liabilities and net assets	<u>\$ 2,023,082</u>	<u>\$ 186,587</u>	<u>\$ 525,485</u>	<u>\$ 2,735,154</u>	<u>\$ 2,319,366</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2018

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2018</u>
Public support				
Contributions	\$ 427,578	\$ -	\$ 42,316	\$ 469,894
Government grants	1,258,305	-	-	1,258,305
Fundraising events (net of costs \$84,814)	555,189	-	-	555,189
Private grants	229,373	90,000	-	319,373
Other income	21,534	-	-	21,534
In-kind donations	11,275	-	-	11,275
Total public support	<u>2,503,254</u>	<u>90,000</u>	<u>42,316</u>	<u>2,635,570</u>
Investment income, net of fees of \$5,071	<u>52</u>	<u>25,660</u>	<u>-</u>	<u>25,712</u>
Total public support and investment income	<u>2,503,306</u>	<u>115,660</u>	<u>42,316</u>	<u>2,661,282</u>
Net assets released from restrictions				
For satisfaction of program restrictions	<u>27,765</u>	<u>(27,765)</u>	<u>-</u>	<u>-</u>
Total public support, investment income and net assets released from restrictions	<u>2,531,071</u>	<u>87,895</u>	<u>42,316</u>	<u>2,661,282</u>
Expenses				
Program services	1,876,133	-	-	1,876,133
Supporting activities				
Management and general	162,124	-	-	162,124
Fundraising	213,459	-	-	213,459
Total expenses	<u>2,251,716</u>	<u>-</u>	<u>-</u>	<u>2,251,716</u>
Increase in net assets	279,355	87,895	42,316	409,566
Net assets, beginning of year	<u>1,598,602</u>	<u>98,692</u>	<u>483,169</u>	<u>2,180,463</u>
Net assets, end of year	<u>\$ 1,877,957</u>	<u>\$ 186,587</u>	<u>\$ 525,485</u>	<u>\$ 2,590,029</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017</u>
Public support				
Contributions	\$ 258,206	\$ -	\$ 36,275	\$ 294,481
Government grants	1,222,504	-	-	1,222,504
Fundraising events, net of costs of \$80,614	338,228	-	-	338,228
Private grants	202,203	-	-	202,203
Other income	25,427	-	-	25,427
In-kind donations	26,836	-	-	26,836
Total public support	<u>2,073,404</u>	<u>-</u>	<u>36,275</u>	<u>2,109,679</u>
Investment income, net of fees of \$5,115	<u>5,115</u>	<u>45,004</u>	<u>-</u>	<u>50,119</u>
Total public support and investment income	2,078,519	45,004	36,275	2,159,798
Net assets released from restrictions				
For satisfaction of program restrictions	<u>506</u>	<u>(506)</u>	<u>-</u>	<u>-</u>
Total public support, investment income and net assets released from restrictions	<u>2,079,025</u>	<u>44,498</u>	<u>36,275</u>	<u>2,159,798</u>
Expenses				
Program services	1,629,669	-	-	1,629,669
Supporting activities				
Management and general	128,077	-	-	128,077
Fundraising	208,429	-	-	208,429
Total expenses	<u>1,966,175</u>	<u>-</u>	<u>-</u>	<u>1,966,175</u>
Increase in net assets	112,850	44,498	36,275	193,623
Net assets, beginning of year	<u>1,485,752</u>	<u>54,194</u>	<u>446,894</u>	<u>1,986,840</u>
Net assets, end of year	<u>\$ 1,598,602</u>	<u>\$ 98,692</u>	<u>\$ 483,169</u>	<u>\$ 2,180,463</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2018
(with comparative totals for 2017)

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 409,566	\$ 193,623
Adjustments to reconcile change in net assets to cash provided by operating activities		
Depreciation	54,909	58,008
Net realized and unrealized (gain) on investments	(6,394)	(34,193)
Decrease (increase) in sponsorships receivable	6,500	(5,888)
Decrease (increase) in grants receivable	21,528	(16,114)
Decrease in pledges receivable	1,000	-
Contributions restricted for long-term investment	(42,317)	(36,275)
Decrease in prepaid expenses	6,143	1,272
Increase (decrease) in accounts payable and accrued expenses	6,222	(4,898)
Net cash provided by operating activities	<u>457,157</u>	<u>155,535</u>
Cash flows from investing activities		
Decrease in endowment investments in cash	4,045	1,206
Proceeds from sale of investments	184,108	85,420
Purchase of investments	(250,736)	(133,712)
Purchase of property and equipment	(26,441)	(17,600)
Net cash used in investing activities	<u>(89,024)</u>	<u>(64,686)</u>
Cash flows from financing activities		
Repayments on promissory note	-	(26,943)
Contributions restricted for long-term investment	42,317	36,275
Net cash provided by financing activities	<u>42,317</u>	<u>9,332</u>
Net increase in cash and cash equivalents	410,450	100,181
Cash and cash equivalents, beginning of year	<u>538,207</u>	<u>438,026</u>
Cash and cash equivalents, end of year	<u>\$ 948,657</u>	<u>\$ 538,207</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	<u>\$ -</u>	<u>\$ 538</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2018
(with comparative totals for 2017)

	Program Services	Management and General	Fundraising	2018	2017
Payroll					
Salaries and wages	\$ 1,170,928	\$ 101,184	\$ 133,226	\$ 1,405,338	\$ 1,230,897
Payroll taxes	87,963	7,601	10,008	105,572	93,406
Total payroll	1,258,891	108,785	143,234	1,510,910	1,324,303
Other					
Insurance	124,895	10,793	14,209	149,897	138,725
Training	84,319	7,286	9,594	101,199	74,158
Depreciation	45,750	3,953	5,206	54,909	58,008
Travel	57,916	5,005	6,589	69,510	52,768
Office expense	59,395	5,133	6,757	71,285	51,971
Professional fees and contract labor	38,135	3,295	4,339	45,769	51,955
Service contracts	40,062	3,462	4,558	48,082	45,609
Rent	23,747	2,052	2,702	28,501	39,382
Repairs and maintenance	42,235	3,650	4,805	50,690	28,477
Telephone	17,203	1,487	1,957	20,647	19,510
Bank fees	9,923	857	1,129	11,909	14,634
Postage	12,021	1,039	1,367	14,427	13,345
Dues, memberships and subscriptions	11,336	980	1,289	13,605	12,590
Utilities	9,260	800	1,054	11,114	10,866
Meals and entertainment	10,030	867	1,141	12,038	9,536
Printing	6,358	549	724	7,631	9,110
Gifts and promotions	18,661	1,613	2,123	22,397	6,993
Conferences and meetings	5,620	486	639	6,745	2,422
Advertising	376	32	43	451	1,275
Interest expense	-	-	-	-	538
Total other	617,242	53,339	70,225	740,806	641,872
Total expenses	\$ 1,876,133	\$ 162,124	\$ 213,459	\$ 2,251,716	\$ 1,966,175

See notes to financial statements.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

Court Appointed Special Advocates of New Hampshire, Inc. ("CASA") is a non-stock, non-profit corporation organized in New Hampshire. CASA's primary service is training volunteers in New Hampshire to advocate for abused and neglected children in the court system. The major source of revenue is government grant income.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting

CASA prepares its financial statements on the accrual basis of accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Comparative financial information

The financial statements of CASA include certain prior-year summarized comparative information in total. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with CASA's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

Use of estimates and assumptions

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Accordingly, actual results may differ from estimated amounts.

Basis of presentation and pronouncements

CASA accounts for contributions received and contributions made in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP).

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, U.S. GAAP requires that unconditional promises to give (pledges) be recorded as receivables and recognized as revenues.

CASA prepares its financial statements in accordance with U.S. GAAP for not-for-profit entities. CASA is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted and permanently restricted. Descriptions of the three net asset categories are as follows:

Unrestricted – Undesignated net assets which are revenues not restricted by time or by outside sources.

Temporarily Restricted – Net assets that include gifts and pledges for which time and donor-imposed restrictions have not been met and also include the accumulated appreciation related to permanently restricted endowment gifts.

Permanently Restricted – Net assets that include gifts which require by donor restriction that the corpus be invested in perpetuity and only the income be made available for program operations in accordance with donor restrictions.

Fair value option

GAAP provides a fair value option election that allows organizations to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and liabilities. GAAP permits the fair value option election on an instrument-by-instrument basis at specified election dates, primarily at the initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. CASA has elected the fair value option for contributions receivable.

Cash equivalents

For purposes of reporting cash flows, CASA considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Investments

CASA carries investments in marketable securities with readily determinable fair values based upon quoted market prices. Unrealized and realized gains and losses are included in the accompanying statement of activities and changes in net assets with investment income. Purchased and gifted securities are recorded at fair value on the date of the acquisition or gift date, net of any brokerage fees. CASA's investments do not have a significant concentration of credit risk within any industry, geographic location or specific location.

Sponsorships receivable

Sponsorships receivable consist of amounts billed to event sponsors for events that have already occurred, but for which amounts have not yet been paid. CASA establishes its allowance for uncollectible accounts based on prior collection experience. There were no sponsorships receivable due at June 30, 2018. It is CASA's policy to charge-off uncollectible accounts receivable when management determines the receivable will not be collected. Management does consider a variety of factors, including risk characteristics of the selected accounts, number of days outstanding and current economic conditions.

Property and equipment

Property and equipment are recorded at cost, or in the case of donated assets, at fair value. Items with an individual or aggregate cost of less than \$1,000 are expensed in the year of purchase. Maintenance, repairs and minor renewals are expensed as incurred.

The provision for depreciation is made using the straight-line method by annual charges calculated to absorb the costs over the following estimated useful lives:

Buildings and improvements	39 years
Furniture, equipment and software	3-5 years

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Gifts, contributions and grants

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or a purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Donated goods and services

A significant portion of CASA's functions are conducted by unpaid officers, board members and volunteers. The value of this contributed time is not reflected in the accompanying financial statements since it does not meet the criteria necessary for recognition under U.S. GAAP. Donated materials and equipment are reflected as in-kind donations at their estimated fair value at the date of receipt.

Functional allocation of expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the accompanying statement of activities and changes in net assets and in the statement of functional expenses. Accordingly, certain costs have been allocated among the program services, supporting activities and fundraising as benefited.

Advertising costs

CASA charges advertising costs to operating expenses as incurred.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Income taxes

CASA is a not-for-profit organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code and is classified as other than a private foundation. However, certain unrelated business income is subject to federal taxation. For the year ended June 30, 2018, there was no liability for tax on unrelated business income. Accordingly, no provision for federal income tax has been recorded in the accompanying financial statements.

CASA is no longer subject to income tax examinations by U.S. Federal or State tax authorities for tax years before 2014.

Note 3. INVESTMENTS AND FAIR VALUE MEASUREMENT

The FASB defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in CASA'S principal or most advantageous market in an orderly transaction between market participants on the measurement date.

The standard establishes a fair value hierarchy which requires CASA to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that CASA has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect CASA's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 3. INVESTMENTS AND FAIR VALUE MEASUREMENT (continued)

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy.

Investments measured at fair value at June 30 are summarized below:

June 30, 2018	Fair Value	(Level 1)	(Level 2)	(Level 3)
Valued on a recurring basis				
Investment cash	\$ 22,872	\$ 22,872	\$ -	\$ -
US equities	258,744	258,744	-	-
International equities	51,405	51,405	-	-
Fixed income	266,802	-	266,802	-
Other investments	<u>45,153</u>	<u>45,153</u>	<u>-</u>	<u>-</u>
Total investments	<u>\$ 644,976</u>	<u>\$ 378,174</u>	<u>\$ 266,802</u>	<u>\$ -</u>
June 30, 2017	Fair Value	(Level 1)	(Level 2)	(Level 3)
Valued on a recurring basis				
Investment cash	\$ 26,917	\$ 26,917	\$ -	\$ -
US equities	213,300	213,300	-	-
International equities	25,641	25,641	-	-
Fixed income	273,055	-	273,055	-
Other investments	<u>37,086</u>	<u>37,086</u>	<u>-</u>	<u>-</u>
Total investments	<u>\$ 575,999</u>	<u>\$ 302,944</u>	<u>\$ 273,055</u>	<u>\$ -</u>
Valued on a non-recurring basis				
Contributions receivable	<u>\$ 1,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,000</u>

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 3. INVESTMENTS AND FAIR VALUE MEASUREMENT (concluded)

Fair values for investments are determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of contributions receivable is estimated at net realizable value. The fair value of Level 2 investments has been measured using quoted market prices of similar assets and the fair value market approach.

Generally accepted accounting principles require disclosure of an estimate of fair value of certain financial instruments. CASA's significant financial instruments are cash and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

Investment return is summarized as follows at June 30:

	<u>2018</u>	<u>2017</u>
Net investment income	\$ 19,267	\$ 10,811
Net unrealized (loss) gain	(9,547)	26,592
Net realized gain	<u>15,941</u>	<u>7,601</u>
	<u>\$ 25,661</u>	<u>\$ 45,004</u>

Note 4. PROPERTY AND EQUIPMENT

Property and equipment are stated at cost and were as follows at June 30:

	<u>2018</u>	<u>2017</u>
Buildings and improvements	\$ 1,394,343	\$ 1,394,343
Furniture, equipment and software	<u>176,094</u>	<u>149,653</u>
	1,570,437	1,543,996
Less accumulated depreciation	<u>457,995</u>	<u>403,086</u>
Property and equipment, net	<u>\$ 1,112,442</u>	<u>\$ 1,140,910</u>

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 5. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are subject to restrictions stipulated by time or imposed by donors and consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
Portion of perpetual endowment funds subject to time restriction under the Uniform Prudent Management of Institutional Funds Act (UPMIFA)	\$ 119,352	\$ 93,692
Program manager position	37,500	-
Feasibility study	15,000	-
Claremont office support	11,673	-
Generator	<u>3,062</u>	<u>5,000</u>
Total	<u>\$ 186,587</u>	<u>\$ 98,692</u>

Note 6. ENDOWMENT FUNDS AND NET ASSETS

CASA adheres to the Other Presentation Matters section of the Presentation of Financial Statements for Not-for-Profit Organizations in accordance with U.S. GAAP. U.S. GAAP provides guidance on the net asset classification of donor-restricted endowment funds for a non-profit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). U.S. GAAP also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds), whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. CASA adopted these provisions for the year ended June 30, 2009.

CASA's endowment is comprised of five named funds and includes donor-restricted endowment funds. As required by GAAP, net assets associated with endowment funds, including any funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 6. ENDOWMENT FUNDS AND NET ASSETS (continued)

The Board of Directors of CASA has interpreted UPMIFA as allowing CASA to appropriate for expenditure or accumulate so much of an endowment fund as CASA determines to be prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift instrument.

As a result of this interpretation, CASA 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 made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by CASA in a manner consistent with the standard of prudence prescribed in UPMIFA.

Investment Return Objectives, Risk Parameters and Strategies

CASA has adopted an investment policy, approved by the Board of Directors, to create a balanced portfolio among several asset classes managing moderate levels of return with moderate levels of risk, while exceeding long-term inflation. Given CASA has no immediate intention of appropriating any assets for expenditure, there is currently no spending policy in place for the year ended June 30, 2018. However, management is currently in the process of establishing a spending policy that will be in accordance with UPMIFA. During this process, CASA will consider the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of CASA and (7) the investment policies of CASA.

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 6. ENDOWMENT FUNDS AND NET ASSETS (continued)

Endowment net assets composition by type of fund were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2018				
Donor-restricted endowment funds	\$ <u> -</u>	\$ <u>119,491</u>	\$ <u>525,485</u>	\$ <u>644,976</u>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2017				
Donor-restricted endowment funds	\$ <u> -</u>	\$ <u>93,830</u>	\$ <u>483,169</u>	\$ <u>576,999</u>

Endowment net assets were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2018				
Investments, beginning of year	\$ -	\$ 93,830	\$ 483,169	\$ 576,999
Net investment income	-	19,267	-	19,267
Unrealized (loss)	-	(9,547)	-	(9,547)
Realized gain	-	15,941	-	15,941
Total investment return	-	25,661	-	25,661
Contributions	-	-	43,316	43,316
Other changes	-	-	(1,000)	(1,000)
Investments, end of year	\$ <u> -</u>	\$ <u>119,491</u>	\$ <u>525,485</u>	\$ <u>644,976</u>

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 6. ENDOWMENT FUNDS AND NET ASSETS (concluded)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2017				
Investments, beginning of year	\$ -	\$ 48,826	\$ 446,894	\$ 495,720
Net investment income	-	10,811	-	10,811
Unrealized gain	-	26,592	-	26,592
Realized gain	<u>-</u>	<u>7,601</u>	<u>-</u>	<u>7,601</u>
Total investment return	-	45,004	-	45,004
Contributions	<u>-</u>	<u>-</u>	<u>36,275</u>	<u>36,275</u>
Investments, end of year	<u>\$ -</u>	<u>\$ 93,830</u>	<u>\$ 483,169</u>	<u>\$ 576,999</u>

Permanently restricted net assets consist of investment principal maintained in perpetuity. The income earned may be used to support operations.

In a prior year, CASA created a permanent endowment fund named in memory of one of CASA's strongest supporters, Mr. John Zahr. While the endowment principal will be permanently invested, the income from the endowment may be used to support the general operations of CASA, unless otherwise stated by the donor. Through the permanent endowment fund, donors who feel compelled to leave a legacy gift or otherwise invest in CASA's future will now have that opportunity.

Note 7. CONCENTRATION OF CREDIT RISK

CASA maintains its cash at various institutions insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per depositor at each financial institution. At June 30, 2018, CASA's uninsured cash balance at one financial institution totaled \$573,768.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 8. OPERATING LEASE COMMITMENTS

CASA has operating lease agreements for various office spaces in Plymouth, Dover and Keene, New Hampshire. These lease agreements require monthly rental payments ranging from approximately \$400 to \$1,000 and expire between December 2018 and August 2023.

There is currently no rent requirement other than utilities for CASA's Colebrook and Berlin offices. The estimated fair values of the monthly rental for these spaces are \$7,800 and \$6,600, respectively.

Minimum future commitments under non-cancelable operating leases are as follows:

<u>Year ending</u> <u>June 30,</u>	<u>Amount</u>
2019	\$ 29,378
2020	26,912
2021	12,000
2022	12,000
2023	<u>10,000</u>
Total	<u>\$ 90,290</u>

For the years ended June 30, 2018 and 2017, rent expense was \$28,501 and \$39,382, respectively.

Note 9. RETIREMENT PLAN

CASA has a defined contribution plan covering all eligible employees. CASA makes no contributions to the plan, but employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code.

Note 10. SUBSEQUENT EVENTS

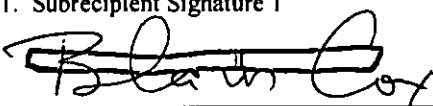
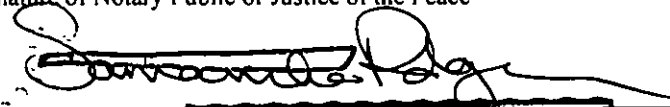
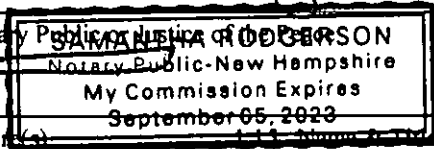
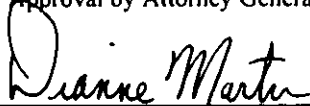
CASA has evaluated subsequent events through November 5, 2018, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2018.

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name City of Rochester, NH		1.4. Subrecipient Address 31 Wakefield St. Rochester, NH 03867	
1.5 Subrecipient Phone # 603-332-1167	1.6. Account Number 5021-072-500574	1.7. Completion Date 6/30/2020	1.8. Grant Limitation \$ 25,836.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Blaine Coff, City Manager	
Subrecipient Signature 2 <i>If Applicable</i> _____		Name & Title of Subrecipient Signor 2 <i>If Applicable</i> _____	
1.13. Acknowledgment: State of New Hampshire, County of Shrofford on 07/20/19 before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2. Name & Title of Notary Public 			
1.14. State Agency Signatur(e) Kathleen Carr of State Agency Signor(s) Kathleen Carr, Director of Admin.			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 5/13/19			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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

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

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

EXHIBIT A

-SCOPE OF SERVICES-

1. City of Rochester 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 grant application for state fiscal year 2020.
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.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the 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 \$25,836 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.

Special Provisions to the State of New Hampshire Grant Agreement

2017-VA-GX-0044

1. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number

(regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Financial Guide
The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.
3. All subawards ("subgrants") must have specific federal authorization
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a "subaward" (and therefore does not consider a procurement "contract").
The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

4. 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.
5. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), 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.
6. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The subgrantee 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").
7. 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 of 2010, and other applicable laws.

8. OJP Training Guiding Principles

Any training or training materials that the subgrantee at any tier -- develops or 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>.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

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

11. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, 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 recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

12. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used

by the subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

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

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 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.

13. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017) The subgrantee 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, 2017, are set out at: <http://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.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.

14. Reporting potential fraud, waste and abuse and similar misconduct.

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award— (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by— (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

15. Restrictions and certifications regarding non-disclosure agreements and related matters.

no Subrecipient under this award, or entity that receives a procurement contract or 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

Subrecipient Initials

Date

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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 factual basis, to support this representation; and
- c. 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.

16. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

17. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

19. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 42 U.S.C. 10603(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

20. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

21. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

22. 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.
23. 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 (2017-VA-GX-0044) 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."
24. 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.
25. The Subrecipient must utilize volunteers 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.
26. 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.
27. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
28. The Subrecipient agrees that all services will be provided at no charge to victims unless a 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.
29. 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

Subrecipient Initials CBWA
Date 3-20-19

Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.

30. 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.
31. Sub-Recipients of federal funding from the NH Department of Justice are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.
32. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee'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.
33. The subgrantee, 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 subgrantee 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 subgrantee 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 statusSubgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
34. 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>

I have read and understand all 34 special provisions contained in this document:

Blaine Cox City Manager
Name and Title of Authorized Representative

~~Blaine Cox~~ 5-20-19
Signature Date

City of Rochester, 31 Wakefield St., Rochester, NH 03867
Name and Address of Agency

CERTIFICATE OF AUTHORITY

I, Cassie Givara, Deputy City Clerk for the City of Rochester, New Hampshire, do hereby certify that:

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

Blaine Cox, City Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the Deputy City Clerk of the City of Rochester, New Hampshire this 20 day of March, 2019.

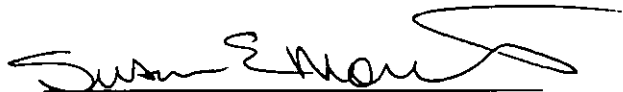


 Cassie Givara, Deputy City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 20 day of March, 2019, before me Susan Morris, the undersigned officer, personally appeared Cassie Givara, Deputy City Clerk, who acknowledged herself to be the Deputy City Clerk for the City of Rochester, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Justice of the Peace/Notary Public

Commission Expiration Date: SUSAN E. MORRIS, Notary Public
State of New Hampshire

My Commission Expires February 1, 2022

(Seal)



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: City of Rochester 31 Wakefield Street Rochester, NH 03867		Member Number: 280	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2019	7/1/2020	<input type="checkbox"/>	Each Occurrence	\$ 5,000,000
	Professional Liability (describe)			<input type="checkbox"/>	General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/>	Fire Damage (Any one fire)	
				<input type="checkbox"/>	Med Exp (Any one person)	
	Automobile Liability			<input type="checkbox"/>	Combined Single Limit (Each Accident)	
	Deductible Comp and Coll:			<input type="checkbox"/>	Aggregate	
	Any auto					
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2019	7/1/2020	<input checked="" type="checkbox"/>	Statutory	
				<input type="checkbox"/>	Each Accident	\$2,000,000
				<input type="checkbox"/>	Disease - Each Employee	\$2,000,000
				<input type="checkbox"/>	Disease - Policy Limit	
	Property (Special Risk Includes Fire and Theft)			<input type="checkbox"/>	Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.						

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 3/8/2019 (denver@nhprimex.org)
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

BWC
3-20-19

Nicole Garcia



Education

Saint Anselm College

Bachelor of Arts, Criminal Justice

Psychology

Study Abroad:

Honors: Deans List Fall 2015 Deans List Spring 2016 National Society of Leadership and Success Inductee Spring 2016

GPA: 2.8

May 20, 2017

Experience

Employee

The Dell, LLC

- Work register
- Take orders
- Make sandwiches
- Communicate with customers

Sales Associate

Macys

- Work cash register
- Assist customers with shopping
- Keep area organized
- Work with other sales associates

Employee

Saint Anselm College Coffee Shop

- Dishwasher
- Ice cream server

Intern

Dismas Home of New Hampshire

- Develop handbook for the house
- Reach out to local agencies
- Communicate with NH DOC
- Develop policy
- Organize furnishing of home

Work Study Student

Saint Anselm College Criminal Justice Department

- Work with criminal justice professors as office assistant
- Aid in the development of evaluation for Dismas Home of New Hampshire

June 2014-July 2014

Windsor Locks, Connecticut

June 2015-October 2015

Bedford, New Hampshire

August 2014-December 2014

Manchester, New Hampshire

May 2016-August 2016

Manchester, New Hampshire

September 2016-Present

Manchester, New Hampshire

Additional Experience

Mary's Kitty Korner

Volunteer

May 2014-Present

Manchester Animal Shelter

Volunteer

May 2015-Present

Dismas Home of New Hampshire

Volunteer

September 2016-Present

Leadership

Dismas Home of New Hampshire

Intern Trainer

September 2016-Present

Skills

Computer: Quickbooks, Microsoft Office, Internet

BMC
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Business: Sales, Register, Customer Service
Language: English, Some French

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VICTIM/WITNESS ADVOCATE

Statement of Duties

Primary responsibility for the provision of support services to victims and witnesses at the district court level of the justice system; provides administrative and clerical support to all prosecutorial efforts of the office.

Supervision

Works under the general direction of the City Prosecutor, establishing own work plan and priorities in accordance with standard practices with substantial responsibility for determining the sequence and timing of action; only unusual cases are referred to the supervisor.

Incumbent has substantial independence in planning and organizing the work activities, must be self motivated and is expected to solve through experienced judgment most problems of detail by adapting methods or interpreting instructions to resolve the particular problem.

No direct supervisory responsibility.

Job Environment

Work is performed under typical office and court room conditions, with regular interruptions from the general public and other city employees. Routinely works after normal working hours.

Operates a computer and general office equipment, such as calculator, copier, facsimile machine, and telephone.

Makes frequent contacts requiring perceptiveness with persons at all levels of the justice system and must possess the skills and abilities necessary to gain the confidence and trust of persons with whom they interact. Works closely with the prosecutor, police officers and victims/witnesses during all phases of the investigative and legal process.

Contacts are by phone, correspondence and in person, and require some persuasiveness and resourcefulness to influence the behavior of others.

Has access to a large amount of department-wide confidential information, including law suits and investigations.

BWC
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Errors could result in delay and confusion and could have direct legal, monetary, and serious public relations repercussions for the city.

BwC
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Essential Functions

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The victim/witness advocate position performs the following duties, functions and responsibilities:

- Notify victims regarding bail conditions following the arraignment of defendants.
- Keep victims and witnesses regularly updated regarding their case.
- Educate victims/witnesses about court procedures and their roles in those procedures.
- Provide support to victims/witnesses throughout the legal process.
- Make referrals for the victims to appropriate agencies and professionals.
- Contact individuals who have requested police intervention in domestic disturbance situations not resulting in criminal charges to offer report referral information.
- Assist victims in obtaining restraining orders when requested or necessary.
- Advise victims in developing plans for their continued safety and support.
- Attend court hearings to keep victims and witnesses abreast as to the status of those phases of the legal process when the victim/witness is not present.
- Obtain victim input for the purpose of determining appropriate disposition for a case and provide victim input to prosecutors.
- Research restitution issues and advise the prosecutor of any restitution due to victim.
- Advocate for victims throughout the legal process.
- Maintain records as to the services provided to victims and witnesses.
- Monitor bail conditions of defendants when necessary and provide this information to victims.
- Make referrals for defendants to appropriate treatment agencies when no other referral agent is available.
- Attend court hearings with victim/witnesses as their advocate.
- Facilitate review of written statements by victims/witnesses prior to testifying.
- Advise victim/witnesses as to the various roles of the individuals in Court.
- Provide victim/witness services in juvenile cases.
- Provides general administrative and clerical support to the office.
- Performs other similar or related work as required or as the situation dictates.

Recommended Minimum Qualifications

Education and Experience

Preferred qualifications include a 4-year college level education with demonstrated experience in court or social service agencies that interact with victims of crimes. Counseling experience strongly preferred.

Must possess a valid driver's license.

Knowledge, Ability and Skill

Knowledge of:

- Must possess a detailed understanding of both the adult and juvenile justice systems.
- Must possess an appropriate educational background and must have experience in dealing with the victims of crime.
- Extensive knowledge of the support systems available to victims in the State of New Hampshire.
- Thorough knowledge of office terminology, procedure and equipment.

Ability to:

- Maintain complete and total professional confidentiality with regard to their role and their access to confidential documents and situations.
- Use tact, discretion, initiative, and independent judgment within established guidelines.
- Organize work, set priorities, meet critical deadlines, and follow up on assignments with a minimum of direction.
- Apply logical thinking to solve problems or accomplish tasks and to understand, interpret, and communicate complicated policies, procedures, and protocols.

Skill in:

- Superior communication skills, orally and in writing and be able to deliver information in an easy to understand and professional manner.
- Must be able to successfully interact, both verbally and in writing, with a wide variety of individuals.
- Skilled in the planning, organizing and reviewing of cases in a timely manner to coordinate with arraignment and/or trial dates.
- Must possess sufficient computer skills to perform the documentary functions of the position.

Physical Requirements

Minimal physical effort generally required in performing duties under typical office conditions. Position requires the ability to operate a keyboard and standard office equipment at efficient speed. The employee is frequently required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hand and arms. The employee is frequently required to sit and talk and hear. Specific vision requirements include close vision, distance vision, and the ability to adjust focus.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Non-supplanting Certification

Supplanting defined

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

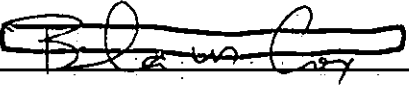
Supplanting and job retention

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

The City of Rochester, NH (Applicant) certifies that any funds awarded through grant number 2017-VA GX-0044 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: Blaine Cox, City Manager

Signature:  Date: 3.20.19

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NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

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

3. FEDERAL TAXES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

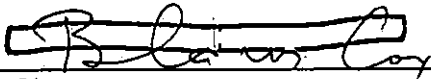
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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

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

Blaine Gox, City Manager

Name and Title of Head of Agency



Signature

3.20.19

Date

City of Rochester, 31 Wakefield St., Rochester, NH 03867

Name and Address of Agency

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CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: City of Rochester NH
 Address: 31 Wakefield St., Rochester, NH 03867
 Is agency a: Direct or Sub recipient of OJP, OVW or COPS funding? | Law Enforcement Agency? Yes No
 DUNS Number: 073960974 | Vendor Number (only if direct recipient)
 Name and Title of Contact Person: Julian Long, Grants Manager
 Telephone Number: 603-333-7519 | E-Mail Address: Julian.Long@rochester.nh.net

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- Less than fifty employees.
- Nonprofit Organization
- Indian Tribe
- Educational Institution
- Medical Institution.
- Receiving a single award(s) less than \$25,000.

I, _____ [responsible

official], certify that _____

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient]

will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

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

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

I, Blaine Coty, City Manager [responsible

official], certify that The City of Rochester, NH

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

[organization],

[address].

Blaine Coty, City Manager Blaine Coty 3-20-19
Print or Type Name and Title Signature Date

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

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

I, _____ [responsible

official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E; and sent it for review on _____

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

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Section D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

Sub-Recipient Agency Name/Address	Sub-Recipient DUNS Number
N/A	

If additional space in necessary, please duplicate this page.

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