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### ATTORNEY GENERAL DEPARTMENT OF JUSTICE

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33 CAPITOL STREET CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD ATTORNEY GENERAL



JANE E. YOUNG DEPUTY ATTORNEY GENERAL

September 10, 2020

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

Your Excellency and Members of the Council:

#### REQUESTED ACTION

Authorize the Department of Justice to amend an existing subgrant with the NH Pro Bono Referral System, Concord NH (Vendor #154546-B001, Purchase Order #1071845), approved by the Governor and Executive Council on December 18, 2019, item # 187, by increasing the price limitation by \$10,000, from \$40,000 to \$50,000 for the purpose of maintaining and enhancing the subgrantee's Domestic Violence Emergency (DOVE) Project upon approval of the Governor and Executive Council approval through March 31, 2021. 100% Federal Funds.

Funding for this request is available as follows:

02-20-201510-5017 FY 2021

Violence Against Women Act Grant
072-500575, Grants Federal \$10,000

#### **EXPLANATION**

The Department of Justice receives funds, for this requested action, annually from the U.S. Department of Justice, Office on Violence Against Women, Violence Against Women Act Grant (VAWA). The grant is targeted specifically at deterring crimes involving violence against women and aiding women who are victims of crime. A statutory requirement of the VAWA grant program is that agencies representing law enforcement will be allocated at least 25% of the award; prosecution offices will be allocated at least 25% of the award; and victim services providers will be allocated at least 30% of the award (with at least 10% of that distributed to

His Excellency, Governor Christopher T. Sununu and the Honorable Council September 10, 2020 Page 2 of 2

culturally specific community-based services and 20% to services to sexual assault victims). Lastly, 5% of the funding must be expended by the courts.

The NH Pro Bono Referral System DOVE Program supports the recruitment, training and coordination of volunteer attorneys across the State of New Hampshire. These attorneys represent low income victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking cases in civil legal proceedings. The increase to the existing subgrant will allow NH Pro Bono Referral System to continue to provide vital services to victims.

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

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

Respectfully submitted,

Gordon J. MacDonald Attorney General

#2847955

#### STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE AND THE NH PRO BONO REFERRAL SYSTEM FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and The New Hampshire Bar Association Pro Bono Referral System ("Subrecipient").

WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Executive Council on December 18, 2020, item #187 the Subrecipient agreed to provide legal representation for low incomes families, individuals and senior citizens with issues involving fairness and basic needs by leveraging the donated legal services of volunteer attorneys, and in consideration of payment by the Department of Justice of certain sums specified therein;

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

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

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

- 1. Amendment and Modification of Contract
  - a. Paragraph 1.8; Grant Limitation: Increase by \$10,000 from \$40,000 to \$50,000.
- 2. Effective Date of Amendment
  - a. This Amendment shall take effect upon approval of the Governor and Executive Council.
- 3. Continuance of Agreement
  - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

Initials / M
Date 914 20

- /` \ \ '	
Vue a mark	8/14/20
Virginia Martin Signing Authority	Date / 7 /8 C
Virginia Martin	·.
Printed Name	<del>-</del> .
$\sim$	
Director	<del></del>
Title	
	•
Notary Public or Justice of the Peace Acknowledge	
State of New Hampshir County of Mr. undersigned officer, personally appeared the personally	on Aug 14, 2020, before the
undersigned officer, personally appeared the person proven to be the person whose name is associate	on identified as the Subrecipient, or satisfactorily
s/he executed this document in the capacity indica	
11.101	, ,,,
Signature of Notary Public or Justice of the Peace	Name and Title of Notary Public or Justice of the Peace
Digitatio of Policy 1 dono of vacable of the Police	Traine and Trice of Product States of Violence
Kathleen Carr	08-18-2020
Kathleen B. Carr	Date
Director of Administration	
. Approved by the Attorney General (Fo	orm, Substance and Execution)
Takhmina Rakhmatova	8/19/2020
Attorney	Date

2

Initial VM Date 8/14/20

#### CERTIFICATE OF AUTHORITY

- I, Brian Shaughnessy, Chair of the NH Pro Bono Governing Policy Board, do hereby certify that:
  - (1) The NH Pro Bono Governing Policy Board voted to accept \$10,000 in VAWA STOP funds and enter into a grant agreement with the NetHampshire Department of Justice on August 13, 2020 for grant year 1/1/2020 through 12/31/2020;
  - (2) The NH Pro Bono Governing Policy Board further authorizes Pro Bono Director Virginia Marin to sign and execute any documents which may be necessary for this contract;

(3) This authorization has not been revoked, annulled or amended in any matter whatsoever, and remains in full force and effect as of August 13-30, 2020.

Byon C. Shoughnessillines

Name and Position

Chair of Board

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH

On this 13 day of August, 2020, personally appeared the above-named Brian Shaughnessy, known to me, or satisfactorily proven to be Chair of the NH Pro Bono Governing Policy Board and the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein.

Notary Public

My Commission Expires:

### ATTORNEY GENERAL DEPARTMENT OF JUSTICE

83 CAPITOL STREET CONCORD, NEW HAMPSHIRE 03901-6397

GORDON J. MACDONALD.
ATTORNEY GENERAL



JANE E. YOUNG DEPUTY ATTORNEY GENERAL

June 25, 2020

NH Pro Bono Referral System 2 Pillsbury Street, Suite 300 Concord, NH 03301-3502

Re:

NH Pro Bono Referral System

Registration #1371

Dear Sir/Madam:

This will confirm that the above-referenced organization is registered with the New Hampshire Attorney General and is currently up-to-date in all its filing requirements. The next annual report is due to be filed on or before October 15, 2020.

Very truly yours,

Thomas J. Donovan Director of Charitable Trusts (603) 271-3591

tom.donovan@doj.nh.gov

TJD:ab

Internal Revenue Service
IV.f tax-exempt status lette

District Director Department of the Treasury

35 Tillary St., Brooklyn, N.Y. 11201

Dale: .IUN 2 0 1999

New Hampshire Pro Bono Referral System 18 Centra Street

Concord, NH 03301

Acen: Blizabeth Durkin

Person to Contact:

C, Jon⊕s

Contact Tolephone Number:

(718)780-6681

RE: 02-0336884

Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of New Hampshire Pro Bono Referral System

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code of 1954 or under a prior or subsequent Revenue Act remains in effect until exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

WEVIeen Japhazzo
District/Disclosure Officer

Name of Organization: New Hampshira Pro Bono Referral System

Date of Exemption Letter: June, 1978

Exemption granted pursuant to 1954 Code section 501(o)(3) or its predecessor Code section.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1)&[70(b)(1)(A)(vi) of the Internal Revenue Code.

D,u

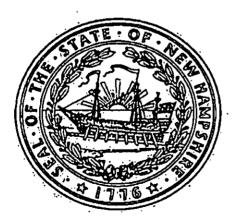
# State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 08, 2019. 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: 830910** 

Certificate Number: 0004616387



#### IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of November A.D. 2019.

William M. Gardner Secretary of State



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/25/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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).

this certificate does not confer rights to the certificate holder	r in lieu of such	endorsement(s).	
PRODUCER		CONTACY Annette Kowsiczyk	
CROSS INSURANCE - LACONIA		PHONE (803) 524-2425 (A/C, No): (803) 52	4-3688
155 Court Street		E-MAIL ADDRESS: akowalczyk@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
Laconia NH	03248	INSURER A: Citizens Ins Co of America	31534
INSURED		INSURER B : Hanover Ins Co.	22292
NEW HAMPSHIRE BAR ASSOCIATION		INSURER C : BCS Insurence Company	
NEW HAMPSHIRE PRO BONO REFERAL SERVICE		INSURER D:	
2 PILLSBURY STREET, SUITE 300		INSURER E :	
CONCORD NH	03301	INSURER F :	
COVERAGES CERTIFICATE NUMBER:	CL206262642	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BEL INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CON CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFI EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN I	FORDED BY THE	CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,	

ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Es occurrence) CLAIMS-MADE X OCCUR 1,000,000 10,000 MED EXP (Any one person) OBVA841813 08/01/2020 06/01/2021 1,000,000 PERBONAL & ADV INJURY 2,000,000 GEN'L AGGREDATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY PRO-2,000,000 PRODUCTS - COMPYOP AGO OTHER: OMBINEO BINGLE LIMIT AUTOMOBILE LIABILITY (Es scotoni) ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED BOOKLY INJURY (Per eccident) AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) . UMBRELLA LIAB 4.000,000 X occur EACH OCCURRENCE EXCESS LIAD OBVA641813 08/01/2020 08/01/2021 4,000,000 CLAIMS-MADE AGGREGATE DEO RETENTION S WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT В N WHVA64179305 08/01/2020 08/01/2021 600,000 OFFICEOMEMBER EXCLUDED? (Mandatory in NH) If you, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE 500,000 E.L. DISEASE - POLICY LIMIT Per Claim Sublimit \$1,000,000 Cyber Liability & Data Breach С RPS-P-0821230M 08/01/2020 06/01/2021 \$1,000,000 Policy Aggregate DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION
Department of Justice 33 Capitol Street		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
Cancord	NH 03301	antte Kowalczyk
		© 1988-2015 ACORD CORPORATION All rights reserved

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ACORD 25 (2016/03) 🕠

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### ATTORNEY GENERALECO6'19 PM12:29 DAS DEPARTMENT OF JUSTICE

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33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



· JANE E. YOUNG DEPUTY ATTORNEY GENERAL

Décember 2, 2019

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

Your Excellency and Members of the Council:

#### REQUESTED ACTION

Authorize the Department of Justice to enter into subgrants with the subgrantees listed below in the amount of \$560,686.41 from the U.S. Department of Justice, Office on Violence Against Women, Violence Against Women Formula Grant for the purposes of providing services for women in New Hampshire who are victims of violent crimes effective upon approval of the Governor and Executive Council through March, 31, 2021. 100% Federal Funds.

FY 2020 funding is available as follows: 02-20-201510-5017, Violence Against Women Act.

C11	·	•	Total SFY 2020
Class and Account	Subgrantée	Vendor#	Amount
085-588510	Administrative Office of the Courts	177872-B001	\$55,000
072-500574	Strafford County Attorney's Office	177446-B120	\$30,000
072-500574	County of Cheshire	177372-B003	\$30,000
072-500574	Sullivan County Attorney's Office	177482-B002	\$30,000
072-500574	Franklin Police Department	177390-B003	\$30,000
072-500575	YWCA New Hampshire	154141-B001	\$20,000
072-500574	Office of the Grafton County Attorney	177397-B005	\$30,000
072-500574	Portsmouth Police Department	177463-B007	\$30,000
072-500574	Town of Plaistow Police Department	177462-B002	\$30,000
072-500574	Office of the Coos County Attorney	177270-B006	\$14,986.41
072-500575	Bridges Domestic and Violence Support Services, Inc.	155039-B001	\$20,000
¥ 072- <u>5005</u> 75	NH Pro Bono Referral System	154546-B001	\$40,000
072-500575	New Hampshire Legal Assistance	154648-B001	\$45,000
072-500575	NH Coalition Against Domestic and Sexual Violence	155510-B001	\$155,700
•	•	Totals:	\$560,686,41

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

#### **EXPLANATION**

These subgrants are from the remaining FFY 2018 (\$105,700) funds and FFY 2019 (\$454,986.41) funds that New Hampshire receives annually from the U.S. Department of Justice, Office on Violence Against Women, Violence Against Women Act Grant (VAWA). The grant is targeted specifically at deterring crimes involving violence against women and aiding women who are survivors of crime. A statutory requirement of the VAWA grant program is that agencies representing law enforcement will be allocated at least 25% of the award; prosecution offices will be allocated at least 25% of the award; and victim services providers will be allocated at least 30% of the award (with at least 10% of that to be distributed to culturally specific community-based services and 20% for services to sexual assault victims). Lastly, 5% of the funding must be expended by the courts.

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

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

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

Please let me know if you have any questions. Thank you for your consideration of this request.

Respectfully submitted,

MacDonald .

Attorney General

#2570917

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

L. Identification and De		AL PROVISIONS	•
1.1. State Agency Name		1.2. State Agency Addr	ess
New Hampshire Depa	rtment of Justice	33 Capitol St. Conco	ord, NH 03301
1.3. Subrecipient Name		1.4. Subrecipient Address	
NH Pro Bono Referral	System	2 Pillsbury Street, S	uite 300, Concord, NH 03301
1.5 Subrecipient Phone #	1.6. Account Number	1.7. Completion Date	1.8. Grant Limitation
603-715-3221	5017-072-500574	3/31/2021	40,000
1.9. Grant Officer for State A	Ngency	1.10. State Agency Telepi	none Number
Kathleen B. Carr		603-271-1234	
"By signing this form we ce including if applicable RSA	rtify that we have complied with	any public meeting requireme	nt for acceptance of this grant,
1.11. Subrecipient Signature		1.12. Name & Title of Sul	brecipient Signor I
Vuginia	martin	Virginia Ma	rtin, Director
Subrecipient Signature 2 If A	I pplicable	Name & Title of Subrecip	pient Signor 2 If Applicable
on 11/13/19 before the un	ate of New Hampshire, County dersigned officer, personally app he person whose name is signed dicated in block 1.12.	peared the person identified in 8	plock 1.12., known to me (or ged that he/she executed this
1.13.1. Signature of Motary (Seal)	Public or Justice of the Peace	Lisha Ann Ne	lson
	tary Public or Justice of the Pea	Justice of the P State of New Han By Commission Expires	ıpshir <del>o</del>
1.14. State Agency Signat	urc(s) 1.15. N	ame & Title of State Agency S	ignor(s)
Kansuar Co	Sun Ka		siecter & Admin.
1.16. Approval by Attorney	General (Form, Substance and	,	required)
By:	Assistant Attorney (	General, On: 1 21 2019	·
1.17. Approval by Governo	r and Council (if applicable)		

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

On:

EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initial(s):

Rev. 9/2015

By:

- AREA COVERED. Except as otherwise specifically provided for herein, the 9.2. 3. Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- This Agreement, and all obligations of the parties hereunder, shall become 9.3. effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon 9.4. signature by the State Agency as shown in block 1.14 ("the effective date").
- 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").
- GRANT AMOUNT: LIMITATION ON AMOUNT: YOUCHERS: PAYMENT. 9.5.
- The Grant Amount is identified and more particularly described in EXHIBIT B. attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 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 Orant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, 11. incurred by the Subrecipient in the performance hereof, and shall be the only, 11.1. and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- Notwithstanding anything in this Agreement to the contrary, and 11.1.1 notwithstanding unexpected circumstances, in no event shall the total of all 11.1.2 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3. Failure to maintain, or permit access to, the records required hereunder; or set forth in block 1.8 of these general provisions.
- COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. 11.2. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or 11.2.1 municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in 11.2.2 connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often 11.2.3 as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materially payrolls, records of personnels data 12.
  (as that term is hereinafter defined), and other information relating to all matters 12.1. covered by this Agreement. As used in this personally "Subrectpient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subcecipient in block 1.3 of these R frenklichen Befies belleich
- **PERSONNEL**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to 12.2. perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- The Subrecipient shall not hire, and it shall not permit any subcontractor, 12.3. subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or
- appointed. The Grant Officer shall be the representative of the State hereunder. In the event 12.4. of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
- As used in this Agreement, the word "data" shall mean all information and 13. things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

- Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
  - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
  - EVENT OF DEFAULT: REMEDIES.
- Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder, or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- Set off against any other obligation the State may owe to the Subrecipium any damages the State suffers by reason of any Event of Default; and
- Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- TERMINATION.
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- In the event of Termination under paragraphs\_10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
- CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

Subrecipient Initial(s): \_

Rev. 9/2015 Page 2 of 6

- personal interest or the interest of any corporation, partnership, or association 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and 18. are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its
- LS. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any-interest in this Agreement without the prior written 19. consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the orior written consent of the State.
- INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold 20. harmless the State, its officers and employees, from and against any and all 16. losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out 21. of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- INSURANCE AND BOND.
- The Subrecipient shall, at its own expense, obtain and maintain in force, or 23. 171 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:
- Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

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

Subrecipient Initial(s):

#### EXHIBIT A

#### -SCOPE OF SERVICES-

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

NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov

Page 4 of 6

Initials // // Date ///3/19

#### EXHIBIT B

#### -SCHEDULE/TERMS OF PAYMENT-

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

3a. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation upon Governor and Executive Council approval to 12/31/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- With the sufficient reason, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Executive Council approval, not after 12/31/2020, or 3/31/2021 if extension is granted.

Page 5 of 6

Initials M Date 11/13/19

#### **EXHIBIT C**

#### -SPECIAL PROVISIONS-

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

Page 6 of 6

Initials // Date 11/13/19

#### 1. Requirements of the award; remedies for non-compliance or for materially false statements

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period, may result in the New Hampshire Department of Justice (NHDOJ) and or the Office on Violence Against Women ("OVW") taking appropriate action with respect to the subrecipient and the award. Among other things, NHDOJ and or OVW may withhold award funds, disallow costs, or suspend or terminate the award. NHDOJ and or OVW also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

#### 2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

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

#### 3. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NHDOJ Grants Management Unit in writing of the potential duplication.

#### 4. Requirements related to System for Award Management and unique entity identifiers

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

The subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the

Special Conditions-2019
Last Edited October 2019

Subrecipient Initials VM
Date 11/13/19

OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

#### 5. Employment eligibility verification for hiring under the award

The subrecipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, a subrecipient at any tier properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the subrecipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

#### 6. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)—1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place'that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 p.m EST) that the breach was reported. An e-mail will be sent to <u>Grants@doi.nh.gov</u>, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The Grants Management Unit Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the Grants Management Unit the subrecipient shall call the NHDOJ main number, (603)271-3658, and request to speak to the Grants Management Unit and report the breach.

#### 7. Unreasonable restrictions on competition under the award; association with federal government

No subrecipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.

### 8. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and NHDOJ and OVW authority to terminate award)

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

Special Conditions-2019
Last Edited October 2019

#### 9. Determinations of suitability to interact with participating minors

SCOPE. This condition applies to this subaward if it is indicated in the application for the subaward (as approved by NHDOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award (a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

### 10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("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 on the OVW website at https://www.justice.gov/ovw/conference-planning.

#### 11. OVW Training Guiding Principles

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

#### 12. Effect of failure to address audit issues

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

#### 13. Potential imposition of additional requirements

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

#### 14. 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 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Special Conditions-2019 Last Edited October 2019

#### 15. 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.

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.

#### 16. 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."

#### 17. Restrictions on "lobbying" and policy development

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

Another federal law generally prohibits federal funds awarded by OVW 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 a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

#### 18. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance, and may not proceed without the express prior written approval of NHDOJ Grants Management Unit, after approval from OVW.

#### 19. Reporting potential fraud, waste, and abuse, and similar misconduct

The subrecipients ("subgrantees") 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,

Special Conditions-2019 Last Edited October 2019

Subrecipient Initials	$\mathcal{N}$	<u>m</u>	
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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-(I) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

#### 20. Restrictions and certifications regarding non-disclosure agreements and related matters

No subrecipient ("subgrantee") at any tier, 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.

- 1. In accepting this award, the subrecipient
- a. 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
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both
- a. it represents that-
- (1) it has determined that no other entity that the subrecipient'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
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. 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 NHDOJ Grants Management Unit and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the NHDOJ Grants Management Unit.

Special Conditions-2019 Last Edited October 2019 Subrecipient Initials // Date ///3/19

#### 21. 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 subrecipient is to contact the NHDOJ Grants Management Unit for guidance.

#### 22. 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 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.

#### 23. Availability of general terms and conditions on OVW website

The subrecipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/grantees#award-conditions. These do not supersede any specific conditions in this award document.

#### 24. Compliance with statutory and regulatory requirements

The subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

#### 25. Compliance with sollcitation requirements

The subrecipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

#### 26. VAWA 2013 nondiscrimination condition

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

Special Conditions-2019 Last Edited October 2019 Subrecipient Initials VM
Date ///3/19

#### 27. Misuse of award funds

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

#### 28. Limitation on use of funds to approved activities

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless NHDOJ or OVW determines that any of these activities are out of scope or unallowable. The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the NHDOJ Grants Management I loir

#### 29. Non-supplantation

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

#### 30. Confidentiality and information sharing

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

#### 31. Activities that compromise victim safety and recovery or undermine offender accountability

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

#### . 32. Termination or suspension for cause

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

#### 33. Subrecipient program income

The subrecipient understands and agrees that it has responsibility for prior approval program income earned. Program income, as defined by 2 C.F.R. 200.80, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine

Special Conditions-2019 Last Edited October 2019 Subrecipient Initials <u>/ h</u> Date\_\_\_\_\_\_\_\_

the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the NHDOJ Grants Management Unit prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the NHDOJ Grants Management Unit must be reported by the subrecipient to the NHDOJ Grants Management Unit so that it is reported on the quarterly expenditure report. Failure to comply with these requirements may result in audit findings for the subrecipient.

#### 37. Publication disclaimer

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No.\_\_\_\_\_\_awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The subrecipient at any tier also agrees to ensure that any subrecipients at any tier will comply with this condition.

#### 38. Publications disclaimer for STOP Formula subrecipients

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No.\_\_awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

#### 41. Copyrighted works

OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

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

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

#### 42. Consultant compensation rates

The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, subrecipients must submit to NHDOJ Grants Management Unit, a detailed justification and have such justification approved by NHDOJ prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

Special Conditions-2019
Last Edited October 2019

Subrecipient Initials //h
Date ///3//9

#### 46. Ongoing compliance with statutory certifications

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

#### 47. Requirements for subrecipients providing legal assistance

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

wal System, 2 Pillsbury St., Concord, NH 0 3301

Special Conditions-2019 Last Edited October 2019

#### **EEOP Reporting**

1, Virginia/			official], certify that	
NH Pro Bow	Referral System	[recipieni] has com	pleted the EEO report	ing tool certification
form at: https://o	jp.gov/about/ocr/fa	aq ecop.htm on 🕼	19	_ [Date]
And that training at https://	ina Marh	r-training-videos/video-	/ nsible official] has cor ocr-training.htm on: <b>9</b>	mpleted the EEOP  27424 17 [date]
I further certify th will comply with a delivery of service	at: NH Probens applicable federal civies.	Referral Syst il rights laws that prohib	Lit discrimination in en	
Signature:	ne a Man	<u>k</u> _	Date: 11/3/19	<u>.                                    </u>

#### Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

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

The NH Pro Boxo Referral System (Applicant) certifies that any funds awarded through grant number 2020VAW20 shall be used to supplement existing funds for			
program activities and will not replace (supplant) nonfederal funds that have been appropriated			
for the purposes and goals of the grant.			
The NH Pro Bow Referry System (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.			
Printed Name and Title: Virginia Martin, Director			
Signature: Vine a Min Date: 11/13/9.			

#### **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,

VM 148/19 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.

/m/

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

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

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—
- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

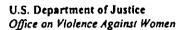
For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530; For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected award; (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:



- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Virginia Martin, Director		<u></u>
Name and Title of Head of Agency		
Signatufe Marki	///3/19 Date	
New Hampshice Pro Bono Referrel S Name and Address of Agency	ystem, 2 Pillsbury St.	, Concord, NH
rame and reduces of regulary		0330





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

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

#### (A) In general

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

#### (B) Nondisclosure

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

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

7m 11/13/19 If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

#### (C) Release

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

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

#### (D) Information sharing

- (i) Grantees and subgrantees may share—
- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (ii) In no circumstances may-
- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

#### (E) Statutorily mandated reports of abuse or neglect

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

#### (F) Oversight

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

#### (G) Confidentiality assessment and assurances

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

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Vm 11/13/19

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

Viroinia Martin	Director
Typed Name of Authorized Representative	Title
Telephone Number 603-715-3221	
Signature of Agricorized Representative	11/13/19 Date Signed
New Hampshire Pro Bono Referral System Agency Name	

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

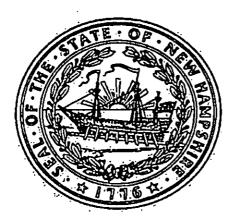
# State of New Hampshire Department of State

#### **CERTIFICATE**

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 08, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business 1D: 830910

Certificate Number: 0004616387



#### IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of November A.D. 2019.

William M. Gardner Secretary of State Internal Revenue Servica

IV.f tax-exempt status lette

District Director Department of the Treasury

35 Tillary St., Brooklyn, N.Y. 11201

Date: JUN 2 0 1999

New Hampshire Pro Bono Referral System

18 Centre Street Concord, NE 03301

Actn: Blizabeth Durkin

Person to Contact: C. Jones

Contact Telephone Number:

(718)780-6681

RE: 02-0336884

Dear Sir or Hadam:

Reference is made to your request for verification of the tax exempt status of New Hampshire Pro Bono Referral System

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code of 1954 or under a prior or subsequent Revenue Act remains in effect until exempt status has been terminated, revoked or modified.

Our records indicate that examption was granted as shown below.

WEVleen Japhazzo District/Disclosure Officer

Name of Organization: New Hampshire Pro Bono Referral System

Date of Exemption Letter: June, 1978

Exemption granted pursuant to 1954 Code section 501(a)(3) or its predecessor Code section.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1)4170(b)(1)(A)(vi) of the Internal Revenue Code.

Pir >

#### **CERTIFICATE OF AUTHORITY**

- I, Brian Shaughnessy, Chair of the NH Pro Bono Governing Policy Board, do hereby certify that:
  - (1) The NH Pro Bono Governing Policy Board voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice on November 13, 2019 for grant year 1/1/2020 through 12/31/2020;
  - (2) The NH Pro Bono Governing Policy Board further authorizes Pro Bono Director Virginia . Martin to sign and execute any documents which may be necessary for this contract;

(3) This authorization has not been revoked, annulled or amended in any matter whatsoever, and remains in full force and effect as of November 13 - 15, 2019.

Name and Position

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH

On this 15th day of November, 2019, personally appeared the above-named Brian Shaughnessy, known to me, or satisfactorily proven to be Chair of the NH Pro Bono Governing Policy Board and the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein.

Notary Public

My Commission Expires:



#### CERTIFICATE OF LIABILITY INSURANCE

0ATE (MM/00/777Y) 10/30/2019

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(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Annette Kowelczyk (803) 524-2425 FAX (A/C, Ne): PHONE (803) 524-2425
(AC No. Ext):
E-MAR.
ADDRESS; akowalczyk@crossagency.com (603) 524-3666 CROSS INSURANCE - LACONIA 155 Court Street INSURER(8) AFFORDING COVERAGE NAIC # NH 03246 Citizens Ins Co of America 31534 Laconia INSURER A : INSURER & : Hanover Ins Co. 22292 INSURED INSURER C: BCS Insurance Company NEW HAMPSHIRE BAR ASSOCIATION 38245 NH Pro Bono Referral System INSURER O 2 PILLSBURY STREET; SUITE 300 INSURER E : CONCORD NH 03301 INSURER F : CL1981797369 CERTIFICATE NUMBER: REVISION NUMBER: COVERAGES 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. POLICY EFF POLICY EXP ACOL SUBA TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Es provingos) CLAMBANDE X OCCUR 10,000 MED EXP (Arry one person) OBVA641813 06/01/2019 06/01/2020 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'LAGGREGATE UNIT APPLIES PER: 2,000,000 X POUCY | \_\_\_ PRO-JECT PRODUCTS - COMPANY AND OTHER COMBINED BINGLE LIMIT s 1,000,000 AUTOMOBILE LIABILITY OTUA YKA BOOKLY INJURY (Per person) OWNED AUTOS ONLY HIRED AUTOS ONLY BCHEDULED AUTOS NON-OWNED AUTOS ONLY OBVA641813 06/01/2019 06/01/2020 BOOKLY INJURY (Per accident) PROPERTY DAMAGE UMBRELLA LIAS **⋈** occur 4,000,000 EACH OCCURRENCE QBVA641813 06/01/2019 06/01/2020 4,000,000 EXCESS LIAD AGGREGATE RETENTION S DED X PER BYATUTE ORKERS COMPENSATION AND EMPLOYERS' LIABILITY 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/IMEMBER EXCLUDED? [Mandatory in NH] E.L. EACH ACCIDENT WHVA641793 06/01/2019 06/01/2020 N 500,000 E.L. DISEASE · EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 Cyber Lisbility \$1,000,000 RPS-P-0657879M 06/01/2019 06/01/2020 Aggregate DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schodule, may be allacted if more space to requir CANCELLATION CERTIFICATE HOLDER SHOUR DIANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Department of Justice 33 Capitol Street AUTHORIZED REPRESENTATIVE NH 03301 nnette Kowalczy Concord

FINANCIAL STATEMENTS

MAY 31, 2018

## Financial Statements

## May 31, 2018 and 2017

CONTENTS	
Independent Auditors' Report	1-2
Financial Statements:	
Statements of Financial Position	3
Statements of Activities and Changes in Net Assets	4-5
Statements of Cash Flows	. 6
Notes to the Financial Statements	7-15
Supplementary Information:	•
Schedules of Functional Expenses	16-17
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with	19 10



#### INDEPENDENT AUDITORS' REPORT

To the Board of Governors New Hampshire Bar Association Concord, New Hampshire

#### Report on the Financial Statements

We have audited the accompanying financial statements of the New Hampshire Pro Bono Referral System, which comprise the statements of financial position as of May 31, 2018 and 2017, the related statements of activities and changes in net assets 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.

#### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free 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 auditors' 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 auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the New Hampshire Pro Bono Referral System as of May 31, 2018 and 2017, and the changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The May 31, 2018 and 2017 supplementary schedules of functional expenses on pages 16 and 17, respectively, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated in all material respects in relation to the financial statements as a whole.

#### Other Reporting Required by Government Auditing Standards

O'Comos and Duew P.C.

In accordance with Government Auditing Standards, we have also issued our report dated December 3, 2018, on our consideration of New Hampshire Pro Bono Referral System's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering New Hampshire Pro Bono Referral System's internal control over financial reporting and compliance.

Certified Public Accountants Braintree, Massachusetts

December 3, 2018

**Statements of Financial Position** 

May 31, 2018 and 2017

#### Statements of Financial Position

May 31,

Assets

2017

138,646

<u>7,960</u>

12,579

156,400

165,078

8,712

 Current Assets:
 2018

 Cash
 \$ 383

 Cash, restricted
 99,067

Total Current Assets <u>246,056</u> 342,769

Non-Current Assets:

Prepaid expenses

Grants and contracts receivable

Grants and contracts receivable, net of current portion - 40,000
Property and equipment, net 4,167 6,167

Total Non-Current Assets 4,167 46,167

Total Assets <u>\$ 250.223</u> <u>\$ 388.936</u>

## Liabilities and Net Assets

		2018		2017
Current Liabilities:				<del></del>
Accrued expenses	S	6,072	\$	8,390
Deferred revenue		15,825		12,980
Due to New Hampshire Bar Association		202,854		167,875
Total Current Liabilities		224,751		189,245
Net Assets:				
Unrestricted		(212,241)		(121,767)
Temporarily restricted		237,713	·	321,458
Total Net Assets		25,472		199,691
Total Liabilities and Net Assets	<u>s</u>	250.223	<u>s_</u>	388 <u>.936</u>

## Statement of Activities and Changes in Net Assets

## For the Year Ended May 31, 2018

	<u>Unr</u>	estricted		mporarily estricted		Total
Support and Revenue:						
Government grants and contracts	\$	31,624	\$	212,494	5	244,118
United Way		28,080		-		28,080
New Hampshire Bar Foundation - IOLTA		176,500		-		176,500
New Hampshire Bar Foundation - BoA Settlement		-		-		-
Contributions		30,548		-		30,548
Special events		38,314		-		. 38,314
Donated services		1,270,878		-	•	1,270,878
Miscellaneous revenue		3,028		-		3,028
Interest income		233		-		233
Net assets released from restrictions		296,239		(296,239)		<del>-</del>
Total Revenue and Other Support	_	1,875,444		(83,745)	_	1,791,699
Program Expenses:						
Pro bono		634,256		-		634,256
Legal services corporation - PAI		514,834		-		514,834
IOLTA general operations		176,500		-		176,500
Dove - DV projects		341,564		-		341,564
IRS/ LITC projects		176,615		<u>.</u>		176,615
• •		1,843,769		-		1,843,769
Support Services Expenses:	-					<del></del> ,
Fundraising		57,499		•		57,499
Management and general		64,650		<del>_</del>		64,650
		122,149			_	122,149
Total Expenses		1,965,918		<u>•</u>		1,965,918
Changes in Net Assets		(90,474)		(83,745)		(174,219)
Net Assets, Beginning of Year		(121,767)		321,458		199,691
Net Assets, End of Year	<u>.                                    </u>	(212.241)	<u>s</u>	237,713	<u>s_</u>	25,472

#### Statement of Activities and Changes in Net Assets

## For the Year Ended May 31, 2017

	<u>Uni</u>	estricted		mporarily <u>lestricted</u>		<u>Total</u>
Support and Revenue:						
Government grants and contracts	S	57,431	\$	244,264	\$	301,695
United Way		30,400		. •		30,400
New Hampshire Bar Foundation - IOLTA		153,750		•		153,750
New Hampshire Bar Foundation - BoA Settlement		-		120,000		120,000
Contributions		27,989		-		27,989
Special events		35,156				35,156
Donated services		1,316,260		-		1,316,260
Miscellaneous revenue		3,700		-		3,700
Interest income		445		•		445
Net assets released from restrictions		316,182	_	(316,182)	_	<del>.</del>
Total Revenue and Other Support		1.941.313	_	48,082		1.989.395
Program Expenses:						
Pro bono		660,439		-		660,439
Legal services corporation - PAI		687,809		-		687,809
IOLTA general operations		153,751		-		153,751
Dove - DV projects		248,936	,	-		248,936
IRS/ LITC projects		175.603				175.603
		1.926.538		<del>-</del>		1.926.538
Support Services Expenses:		-				
Fundraising		50,168		. •		50,168
Management and general		55.830	_	<u> </u>	_	55.830
		105,998		<del></del>	_	105.998
Total Expenses		2.032.536				- 2.032.536
Changes in Net Assets		(91,223)		48,082		(43,141)
Net Assets, Beginning of Year		(30.544)		273.376	_	242.832
Net Assets, End of Year	<u>\$</u>	(121.767)	£	321,458	<u>\$</u>	199.691

## Statements of Cash Flows

## For the Years Ended May 31,

	2018	<u> 2017</u>
Cash Flows from Operating Activities:		
Changes in net assets	<b>\$</b> (174,219)	- <u>\$ (43,141)</u>
Adjustments to reconcile changes in net assets to net cash		•
used in operating activities:		
Depreciation	2,000	2,000
Changes in assets and liabilities:		
Prepaid expenses	752	. 475
Grants and contracts receivable	66,432	(137,024)
Accrued expenses	(2,318)	4,777
Deferred revenue	2,845	1,840
Due to New Hampshire Bar Association	34,979	<u> 39.262</u>
Net cash applied to operating activities	(69,529)	(131,811)
Net decrease in cash and equivalents	(69,529)	(131,811)
Cash, beginning of year	168,979	300,790
Cash, end of year	\$ 99.450	\$ 168.979
Cash as presented on the Statements of Financial Position:		
Cash	\$ 383	<b>\$</b> 12,579
Cash, restricted	<u>99.067</u>	156,400
Cash and equivalents, end of year	<u>\$ 99.450</u>	\$ 168.979
Supplemental Disclosure of Cash Flow Information: Cash payments for interest	S 4.561	<b>\$</b> 4.791
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#### Notes to the Financial Statements

May 31, 2018 and 2017

#### Note I - Nature of Activities

#### Description of the Organization

The New Hampshire Pro Bono Referral System (the "Organization") is an unincorporated, not-for-profit, voluntary association organized for the purpose of operating and maintaining a statewide referral system for New Hampshire attorneys willing to represent, without fee, New Hampshire residents in need of, but unable to pay for, legal services. The Organization is funded primarily through grants from the New Hampshire Bar Foundation's Interest on Lawyers' Trust Accounts ("IOLTA") program; the IRS Low Income Taxpayer Clinic ("IRS-LITC") program; the Violence Against Women Act; various United Way agencies; sub-grants from the Legal Advice and Referral Center, Inc. and New Hampshire Legal Assistance; and contract funding from the Department of Justice.

#### Note 2 - Summary of Significant Accounting Policies

#### Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis. 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.

#### Management Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions about future events. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well as reported amounts of revenues and expenses during the reporting period. Management evaluates the estimates and assumptions on an ongoing basis using historical experience and other factors that management believes to be reasonable under the circumstances. Adjustments to estimates and assumptions are made as facts and circumstances require. As future events and their effects cannot be determined with certainty, actual results may differ from the estimates used in preparing the accompanying financial statements. Significant estimates and assumptions are required as part of determining the value of accounts receivable, estimating depreciation, and the recoverability of long-lived assets.

#### Notes to the Financial Statements - Continued

May 31, 2018 and 2017

#### Note 2 - Summary of Significant Accounting Policies - Continued

#### Financial Statement Presentation

The Organization accounts for contributions received in accordance with the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") topic for revenue recognition (FASB ASC 958-605) and contributions made in accordance with FASB ASC 958-720-25 and FASB ASC 958-310. In accordance with FASB ASC 958-605-25, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, FASB ASC 958-310 requires that unconditional promises to give (pledges) be recorded as receivables and recognized as revenues. The Organization adheres to the Presentation of Financial Statements for Not-for-Profit Organizations topic of FASB ASC 958-205. Under FASB ASC 958-205, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Descriptions of the three net asset categories are as follows:

<u>Unrestricted net assets</u> - net assets that are not subject to donor-imposed restrictions.

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

<u>Permanently restricted net assets</u> - net assets subject to donor-imposed restrictions that must be maintained permanently. The donors of these assets permit the Organization to use all or part of the income earned on any related investments for general or specific purposes. The organization had no permanently restricted net assets as of May 31, 2018 and 2017, respectively.

## <u>Advertising</u>

The Organization follows the policy of charging the costs of advertising to expense as incurred.

#### Cash and Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization had no cash equivalents at May 31, 2018 and 2017.

#### Notes to the Financial Statements - Continued

#### May 31, 2018 and 2017

#### Note 2 - Summary of Significant Accounting Policies - Continued

#### Cash and Equivalents - Continued

Cash of \$99,067 and \$156,400 at May 31, 2018 and 2017, respectively, were temporarily restricted for contract and grant services to be performed.

#### Property and Equipment

Property and Equipment are carried at cost, or if donated, at their estimated value at date of receipt. The Organization's capitalization policy is to record assets greater than \$1,000. Maintenance and repairs are charged to expense as incurred. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, generally three to seven years for software, furniture, and equipment.

The Organization capitalizes the cost of books and multiple volume sets of law books and estimates the salvage value to be approximately the same as the original cost; therefore, depreciation expense is not recorded. Supplemental costs to update loose leaf and other continuously updated volumes are expensed.

#### Grants and Contracts Receivable

Grants and contracts receivable are stated at unpaid balances. Receivables are considered impaired if full principal payments are not received in accordance with contractual terms. It is the Organization's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected. The Organization provides for losses on receivables using the allowance method. There was no allowance recorded at May 31, 2018 and 2017, as management considered all amounts to be collectible.

#### Deferred Revenue

Deferred revenue consists primarily of revenue received for the golf tournament; these funds will be recognized as revenue when the event takes place in the subsequent fiscal year.

#### Grants and Contracts Revenue

Grants and contracts revenue are recorded as unrestricted revenue if received in the same period in which the related grants and contracts services are performed.

#### Contributions

Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same fiscal year in which the contribution is received, the Organization reports the support (revenue) as unrestricted. Contributions, including unconditional promises to give that are written, or otherwise verifiable, are recognized as revenues in the period received.

#### Notes to the Financial Statements - Continued

May 31, 2018 and 2017

#### Note 2 - Summary of Significant Accounting Policies - Continued

#### Contributions - Continued

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Noncash donations are recorded at the estimated market value at the date that such contributions are received.

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

#### Income Taxes

Accounting principles generally accepted in the United States of America require an entity to assess the probability that a tax position has a more likely than not ("MLTN") sustainability after review by tax authorities. If a tax position is deemed not to meet this threshold, any unrecognized tax benefits and costs are estimated and recognized. Tax returns are routinely open for review by the tax authorities for three years from their due date. In certain circumstances, the statute of limitations may remain open indefinitely. As a not-for-profit entity exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code, the Organization may, however, be subject to tax on unrelated business income.

#### New Accounting Pronouncements

ASU 2016-14, Presentation of Financial Statements of Not-for-Profit Entities, an amendment to Topic 958, Not-for-Profit Entities, was issued by the Financial Accounting Standards Board ("FASB") in June 2016 with an effective date for fiscal years beginning after December 17, 2017. The purpose of this amendment is to improve the transparency and utility of information contained in the financial statements of such entities. Net assets will be presented in two categories: net assets with donor restrictions and net assets without donor restrictions, as opposed to the current three categories. Additional information and disclosures will be required to enable a reader to more readily understand liquidity limitations due to restrictions on net assets. Management has not begun its review of the standard, but does not expect implementation to have a material effect on financial position or results of operations.

#### Notes to the Financial Statements - Continued

May 31, 2018 and 2017

#### Note 2 - Summary of Significant Accounting Policies - Continued

#### New Accounting Pronouncements - Continued

ASU 2018-08, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made, an amendment to Topic - Not-for-Profit Entities was issued by FASB in June 2018. The purpose of this amendment is to provide guidance in determining whether resource providers and resource recipients are participating in an exchange transaction, or if the transfer of funds is a contribution, by evaluating whether the resource provider is receiving commensurate value in return for the resources transferred. The amendments in this update should be applied on a modified prospective basis, however, retrospective application is permitted. For resource recipients involved in public markets, including over-the-counter exchanges, the amendments are effective for periods beginning after June 15, 2018. For all other resource recipient entities, it is effective for annual periods beginning after December 15, 2018. The effective date for resource providers involved in public markets is periods beginning after December 15, 2018. All other resource providers should apply the amendment to periods beginning after December 15, 2019. Early adoption is permitted. Although management has not concluded its review of this standards update, based on the nature of the Organization's activities, it does not believe implementation will have a material effect on the financial statements.

## Notes to the Financial Statements - Continued

May 31, 2018 and 2017

#### Note 3 - Economic Dependency and Revenue Recognition

Major funding sources and related receivables for the years ended May 31, 2018 and 2017 are as follows:

•		20	18		2017				
	R	evenue			R	Levenue			
•	Recognized		Receivable		Re	cognized	Receivable		
Contracts and Government Grants:									
Legal Advice and Referral Center, Inc LSCPA1	S	57,001	S	32,587	\$	55,616	\$	32,691	
State of New Hampshire - VAWA		31,624				22,107		6,857	
NHLA		-		44,215		59,700		58,595	
Department of Justice - Justice for Families		-		•		35,324	1	•	
NH Supreme Court Pro Hac Vice Grant		•				14,064		-	
IRS LITC Program		68,992		-		70,610		-	
Pro Hac Vice - LITC Grant		20,000		14,218		6,876		12,649	
VOCA Grant		47,001		-	•	37,398		12,861	
Miscellaneous		19,500	_		_	<del>-</del>	_	<u>·                                      </u>	
Subotal		244,118	_	91,020		301,695		123,653	
Other		201		1,626		_		1,425	
NH Bar Foundation - BoA Settlement		•		40,000	•	120,000		80,000	
United Way grants		28,080		6,000		30,400		-	
NH Bar Foundation - IOLTA grants	:	176,500	_	<u> </u>		<u>153,750</u>			
Total	<u>s</u> 4	148.8 <u>99</u>	<u>\$</u>	138.646	Ś	605.845	<u>s</u>	205.078	

#### Notes to the Financial Statements - Continued

May 31, 2018 and 2017

#### Note 4 - Property and Equipment

The Organization's property and equipment comprise the following as of May 31:

		<u>2018</u>		<u>2017</u>
Office equipment	\$	21,805	\$	21,805
Law library and equipment	_	4,000		4,000
Total Property and Equipment		25,805		25,805
Less: accumulated depreciation	<i>;</i> —	(21,638)	_	<u>(19,638)</u>
Total Property and Equipment, net	<u> </u>	4.167	\$	6.167

#### Note 5 - Related Party Transactions

The Organization was the recipient of IOLTA and settlement grants from the New Hampshire Bar Foundation (the "Foundation"), amounting to \$176,500 and \$273,750 for the years ended May 31, 2018 and 2017, respectively.

New Hampshire Bar Association (the "Association"), processes cash receipts and disbursements and provides data processing services on behalf of the Organization. The Organization also rents its office, and some property and equipment from the Association. These charges, including allocated interest, amounted to \$695,040 and \$716,276 for the years ended May 31, 2018 and 2017, respectively, and are charged to the Organization through their intercompany accounts. The Organization then reimburses the Association for these expenses as funding allows.

#### Note 6 - Donated Services

FASB ASC 958-605-25 requires recognition of services if the services received "required specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation." The Organization tracked and compiled hours spent by volunteer attorneys in their general pro bono cases and has quantified the volunteer effort provided; thereby reflecting in the financial statements the donated service revenue and expenses in the amount of \$1,270,878 and \$1,316,260 for the years ended May 31, 2018 and 2017, respectively. The value of volunteer time expense is allocated to each program on the statement of activities and changes in net assets, the breakdown of this expense to each program as of May 31, 2018 and 2017, respectively, can be found on the schedules of functional expenses at the end of these financials.

#### Notes to the Financial Statements - Continued

#### May 31, 2018 and 2017

#### Note 7 - Net Assets

#### Temporarily Restricted

The Organization's temporarily restricted net assets comprise the following as of May 31:

		<u>2018</u>		<u> 2017</u>
Bank of America - Foreclosure	S	64,513	, <b>S</b>	106,706
New Hampshire Bar Foundation - BoA Settlement		76,264		102,853
NHLA		25,166		54,159
NH Supreme Court Pro Hac Vice Grant		35,794		26,372
American College of Bankruptcy		. 3		429
Victims of Crimes Act		•		40
Legal Advice and Referral Center, Inc LSCPAI		26,418		30,899
Eastern Bank Grant	_	9,555		<u> </u>
Total Temporarily Restricted Net Assets	S	237,713	<u>s</u>	321.458

The Organization was a sub-recipient of grants from the Legal Services Corporation ("LSC") through Legal Advice and Referral Center, Inc. amounting to approximately \$57,000 and \$56,000 for calendar years 2018 and 2017, respectively. These grants are restricted to purposes authorized under the Legal Services Corporation Act. LSC retains a reversionary interest in any unexpended funds at the end of the grant period, and in any property and equipment purchased with grant funds. The entity and other grantors may require reimbursement for expenses, return of all unexpected funds, or both, as a result of noncompliance with the terms of its grants.

#### Note 8 - Risks, Concentrations and Contingencies

#### Cash

The Organization's cash balances are insured up to \$250,000 per depositor at each financial institution. There were no cash balances in excess of these federally insured limits at May 31, 2018 and 2017.

#### Concentrations

The Organization receives a significant amount of its funding through grants and contracts with various federal and state agencies. As a result of this concentration, the Organization is vulnerable and dependent upon future funding of these contracts by these federal and state agencies.

#### Notes to the Financial Statements - Continued

May 31, 2018 and 2017

#### Note 8 - Risks, Concentrations and Contingencies - Continued

#### Contingencies

A significant portion of the Organization's support is from federal, state and private grants and the Organization is required to adhere to the contractual requirements of the grant agreements. The agencies and other grantors may require reimbursement for expenses, return of all unexpended funds, or both, as a result of noncompliance with the terms of its grants.

#### Note 9 - Subsequent Events

The Organization has evaluated subsequent events through December 3, 2018, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended May 31, 2018.

#### Schedule of Functional Expenses

#### For the Year Ended May 31, 2018

	Pro Bono	lsc <u>Pai</u>	IOLTA General Ops	DOVE	Project Others	IRS/ LITC Project	Fundraising	Management and General	<u>Total</u>
Salary allocation from					<u> </u>				<u> </u>
New Hampshire Bar Association	\$ 55,672	\$ 34,224	\$ 98,549	\$ 1,993	\$ 47,293	\$ 69,520	\$ 33,251	\$ 44,889	\$ 385,391
Allocated benefits and taxes	20,215	11,954	34.422	1,166	22,075	27,372	11,286	15,237	143,727
Office costs and supplies	2,533	721	2,076	949	217	645	-	281	7,422
Data processing .	8,026	2,281	6,568	2,606		•		892	20,373
Equipment rental and maintenance	7,988	2,270	6,537	2,593	_	-		888	20,276
Occupancy costs	10,598	3,012	8,672	3,441	-	-	-	1,178	26,901
Telephone	705	200	576	258	-	200	_	78	2,017
Insurance	2,788	792	2,281	905	-		•	310	7,076
Professional fees	4,042	1,148	3,307	1,312	•	-	-	449	10,258
Interest expense	2,257	-	1,470	583	•	-	-	25 t	4,561
Program development and training	2,628	-	1,542	•	455	1,502	-	•	6,127
Program support	13,344	-	7,826	-	9,514	10	-	-	30,694
Dues and subscriptions	67	-	39	15	-	-	-	-	121
Printing and materials (incl. training)	~ 639	-	375	-	6,709	224	-	-	7,947
Attorney reimbursements	1,106	283	815	-	733	-	-	•	2,937
Attorney recognition	457	117	336	133	•	-	-	•	1,043
Depreciation	989	-	645	256	-	-	-	110	2,000
Miscellaneous	713	•	464	217	220	-	•	79	1,693
Pro Bono board expenses	76			_	•	-	-	8	84
Golf/hockey tournament	-	•	•	•		•	12,962	•	12,962
Value of volunteer time	498,302	457,832	-	237,602	-	77,142	-	-	1,270,878
Training program costs	1,111	<del></del>	<del></del>	<del></del>	319	<del>·</del>		<del>`</del> .	1,430
Total	\$ 634,256	S 514.834	5_176.500	S 254.029	S 87.535	S 176.615	S57.499	S 64.650	\$ 1.965.918

#### Schedule of Functional Expenses

#### For the Year Ended May 31, 2017

		LSC		IOLTA		DOVE	Proj	ject IRS/ LI		IRS/ LITC		IRS/LITC		IRS/ LITC			Ma	nagement		
	<u>Pro Bano</u>	PAI	<u>C</u>	eneral Ops		IOLTA		Others		<u>Project</u>	Fu	<u>ndraising</u>	and	l General		Total				
Salary allocation from													_		_					
New Hampshire Bar Association	\$ 115,507	\$ 33,886		83,825	\$	1,933	\$	43,691	\$	49,792	S	26,783	\$	36,157	2	391,574				
Allocated benefits and taxes	37,840	11,898		29,433	•	442		13,769	•	21,312		10,561		14,257		139,512				
Office costs and supplies	1,838	389		962		501		178		232		•		204		4,304				
Data processing	10,676	2,253		5,573		2,596		-		-		•		1,186		22,284				
Equipment rental and maintenance	8,546	1,803		4,460		2,078		•		-		•		950		17,837				
Occupancy costs	13,509	2,850		7,051		3,285		•		-		-		1,501		28,196				
Telephone	1,051	222		548		286		-		230		-		117		2,454				
Insurance	3,478	734		1,816		846		•		•		-		387		7,261				
Professional fees	5,244	1,106		2,737		1,275		•		-		•		583		10,945				
Interest Expense	2,731			1,198		558		•		-		-		304		4,791				
Program development and training	2,509			991		•		1,536		3,436		, <del>-</del>		•		8,472				
Program support	32,910			12,992		•		3,909		993		-		•		50,804				
Dues and subscriptions	280	•		111		52		•		-		•		-		443				
Printing and materials (incl. training)	497			196		-		3,696		1,380		•		•		5,769				
Attorney reimbursements	2,114	402		993		-		•		378		-		•		3,887				
Attorney recognition	380	72		178		83		-		-		•		-		713				
Depreciation	1,140			500		233		-		•		•		127		2,000				
Miscellaneous	427			187		88		6		-		-		47		755				
Pro Bono board costs	87			_		-		-		-		•		10		97				
Golf/hockey tournament				_		· <u>-</u>		-		•		12,824		-		12,824				
Value of volunteer time	419,050	632,194		-		167,166		-		97,850		· -				1,316,260				
Training program costs	625		: _	<del></del>	_	<del></del>	_	729	_	<u>-</u> -	_			<del>:</del>	_	1,354				
Total	\$ 660,439	\$ 687.809	2	153.751	2	181,422	2	67.514	2	175,603	2	50.168	<b>S</b> _	55.830	2	2.032.536				

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Governors New Hampshire Bar Association Concord, New Hampshire 03301

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of New Hampshire Pro Bono Referral System (the "Organization"), which comprise the statements of financial position as of May 31, 2018 and 2017, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements, and we have issued our report thereon dated December 3, 2018.

#### Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered New Hampshire Pro Bono Referral System's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### Compliance and Other Matters

As part of obtaining reasonable assurance about whether New Hampshire Pro Bono Referral System's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

#### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the Board of Governors, management of the New Hampshire Pro Bono Referral System, others within the entity, federal awarding agencies and pass-through entities, and it is not intended to be, and should not be, used by anyone other than these specified parties.

O'Comor and Duew P.C.

Certified Public Accountants Braintree, Massachusetts

December 3, 2018

# NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM GOVERNING POLICY BOARD June 2020

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Philip H. Utter



Jeremy T. Walker
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(603) 625-6464

# Additional Requested Documents

- 1. Pro Bono Board Roster
- 2. Resume .
  - Virginia Martin
  - Pamela Dodge

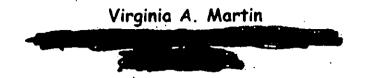
# New Hampshire Department of Justice Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

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

Name/Position	Computation	Federal	Match
Pamela Dodge DOVE Project Coordinator	.35 FTE X 54,979 year	19,243.00	
Angelika Wilkerson, Esq. DOVE Assistant Coordinator	.10 FTE X 50,446.50	5,045.00	
Susanne Alexander Support staff	.03 FTE X 46,351.50	1,391.00	
Volunteer Match	\$200/hr. X 200 hours		40,000

Total Federal	25,679.00	Match_40.000.00



#### Education:

A.M., Communications, Stanford University, Palo Alto, CA B.A., History, University of New Hampshire, Durham, NH

#### Related Work Experience:

Associate Executive Director for Legal Services and NH Pro Boo Program Director, NH Bar Association, Concord, NH, 1996 to Present. Responsible for administration and coordination of the Bar Association's legal services programs - the Lawyer Referral Service (Full Fee and Modest Means Programs), Pro Bono and its special projects, including DOVE, the NH Low-Income Taxpayer and Criminal Record Annulment Projects. Major tasks include:

- Supervise personnel (nine staff)
- Develop and oversee program budgets
- Fund-raising, grant compliance and oversight
- Plan and administer program systems and volunteer opportunities, including recruitment and retention
- Program development
- · Outreach and marketing
- Board relations and development
- Liaison with other legal service providers and the courts
- Coordinate/ligison to related Bar committees

Director of Communications, Staff and Resource Development, NHLA, Concord, NH, 1987 - 1996. Part of management team, assisting the Director in administration of the organization. Major tasks included:

- Development and management of staff orientation and training
- Press relations
- · Community legal education
- · Program development
- · Fund-raising, grant writing and grant compliance

Director of Communications, NH Bar Association, Concord, NH, 1985 - 1987. Part of Bar Association management team, with the following major responsibilities:

- Chief writer and editor of Law Weekly
- Managing editor of Bar Journal
- Press relations

Paralegal/Advocate, NH Legal Assistance, Berlin, NH, 1978 - 1983.

Assigned to NHLA's Senior Citizens Law Project, major responsibilities included:

- Outreach and community legal education
- Advocacy and representation (under attorney supervision) of low-income elder citizens
- Liaison to local senior groups and organizations

#### Related Activities:

Past President, Executive Committee, National Organization of Pro Bono Professionals

Member, ABA committee on Pro Bono and Public Service, 2012 - 2016

Member, Federal Legal Services Corporation Pro Bono Taskforce, 2011 - 2012

Member, NH Access to Justice Commission, 2006 - present

Member, NH Supreme Court's Citizens Commission on the State Courts, 2005 - 2006

Author, "The Power of Pro Bono to Make a Difference," NH Bar Journal, and numerous articles for the NH Bar News

## PAMELA G DODGE

#### PROFESSIONAL EXPERIENCE

1998 to present Pro Bono Program DOVE Project DOVE Project Coordinator

Concord, NH

- Attorney recruitment, and coordination
- Development of CLE attorney training programs facilitated by experienced lawyers and allied professionals
- Project coordination & collaboration with crisis centers
- Development of crisis center training programs for crisis center advocates on access to civil legal services and their advocacy role in assisting clients
- Referral process and case management
- Coordination with other service providers
- Assist in providing attorney support, including arranging interpreters and court reporters
- Respond to membership/public/court requests
- Communications and Public Relations

#### **EDUCATION**

1997 Franklin Pierce College

Concord, NH

1-Year Certificate Program

Paralegal Student of the Year

1975 – 1977 University of New Hampshire
Associate of Arts Retail Merchandising

Concord, NH

#### PROFESSIONAL DEVELOPMENT

June 2018

SPARC - Left Hand, Meet Right Hand; Coordinating the Response in Staling Cases

Annual Training NH Attorney General's Task Force on Child Abuse and Neglect and NH Governor's Commission on Domestic & Sexual Violence

- Partnering for a Future Without Violence July 2016
- Futures without Violence, Ninth National Institute on Fatherhood and Domestic Violence Boston MA

March 2014

National Supervised Visitation Network Clearwater, FL

#### ADDITIONAL PROFESSIONAL ACTIVITIES

#### June 2018/ November 2018

 Participate in exchange programming with international visitors hosted by the World Affairs Council and sponsored with the International Visitor Leadership Program

March 2018 - May 2018

 Access and Visitation Legal Services Focus Group – Facilitated by CPR Center for Policy Research

January 2015 - present-

- Member of Greater Manchester Council Against Domestic & Sexual Violence March 2010
- ABA Steering committee on best practices in delivery of services to pro selitigants seeking civil protection orders

March 2010 - present

- Development of DOVE Project training program with the Daniel Webster Scholar Program Director for participating students at UNH School of Law February 2010 - 2012
- Service delivery and evaluation workgroup for the development of a Strafford
   County Family Justice Center

2009 - present

 Development of North Country Outreach Project to deliver "unbundled" legal services to pro se victims of domestic violence in restraining order cases in concert with Response, Starting Point, support Center at Burch House and Voices Against Violence Crisis Centers

2008 - 2010

- NH Legal services statewide planning committee 2003 present
- Member of Domestic Violence Advisory Council

#### AWARDS AND RECOGNITION

2001

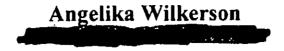
 Cited by the ABA as an effective national model for volunteer attorney involvement

2006

 Rape & Domestic Violence Crisis Center Purple Heart Award in recognition of efforts to eradicate sexual, domestic and stalking violence

2010

- Recipient of Pierce Law Class of 2010 class gift 2012
- Inducted in the NH Coalition Against Domestic & Sexual Violence Hall of Fame



#### **BAR ADMISSION**

Admitted November 2017.

#### **EDUCATION**

### University of New Hampshire School of Law, Concord, NH

Juris Doctor, May 2017
Faculty Liaison, Student Bar Association, Fall 2015-Spring 2017

#### Franklin Pierce University, Rindge, NH

Bachelor of Arts, Social Work and Counseling and Criminal Justice, May 2013
Student Affairs Leadership Award; Psi Chi National Honorary Society; Alpha Chi National Honorary Society, American Red Cross Blood Drive organizer.

#### **EXPERIENCE**

#### New Hampshire Bar Association, Concord, NH

Domestic Violence Emergency (DOVE) Project Assistant Coordinator, February 2018 - Present

- Support legal and advocacy professionals to maintain a panel of volunteer attorneys to represent indigent victims
  of domestic violence and stalking.
- Assist victims of domestic violence and stalking in accessing available legal resources.
- Provide training to attorneys and advocacy professionals on the topics of domestic violence and stalking.

#### Concord City Prosecutor's Office, Concord, NH

Legal Resident, Spring 2017

- Represented the State in District Court criminal proceedings.
- Filed numerous types of motions with the court.

#### 8th Circuit Court, Keene, NH

Legal Resident, Fall 2016

- Observed Family Court hearings and assisted the Judge with drafting orders.
- Completed legal research for the District, Family, and Probate Court Judges.

## New Hampshire Department of Health and Human Services, Concord, NH

Legal Intern, Summer 2016

- Assisted the Office of Legal Services with research, pleading-drafting, and hearing preparation.
- Represented New Hampshire Hospital in Probate Court under Rule 36 supervision.

## University of New Hampshire Criminal Defense Clinic, Concord, NH

Student Attorney, Spring 2016

- Represented indigent defendants in misdemeanor criminal cases, under Rule 36 supervision.
- Conducted client interviews, drafted motions, and prepared cases for trial.

#### AmeriCorps Victim Advocate, Keene, NH

Victim/Witness Coordinator, Nov. 2014-Aug. 2015

- Handled misdemeanor cases of domestic violence for the Office of the Cheshire County Attorney.
- Served as a liaison between victims and prosecutors to assure that victims were being treated fairly and in accordance with the New Hampshire law.

## The Office of the Cheshire County Attorney, Keene, NH

Intern, Summer 2014

Assisted the County Attorney and Assistant County Attorneys with research, briefing, and trial preparation.

#### **COMMUNITY INVOLVEMENT**

Franklin Pierce Emergency Medical Services, Rindge, NH,

Supervisor of Operations, Spring 2010-Spring 2013

Trained new members, responded as the commanding officer upon the absence of the Chief and acted as the superior officer to Senior EMS members an