

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

July 26, 2019

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into a **retroactive** cooperative project agreement with Granite State College, Concord NH (Vendor #177491) in an amount not to exceed \$15,000 for the purpose of providing forensic interviewer training to Department of Health and Human Services, Division of Children, Youth and Families (DCYF) personnel effective July 1, 2019 to September 30, 2019 upon approval of the Governor and Executive Council. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds in Fiscal Year 2020 as follows:

02-20-20-201510-5021	<u>FY 2020</u>
Victims of Crime Act Grant	
072-509073, Grants Federal (Job # 20VOC16A)	\$15,000

EXPLANATION

This subgrant is **retroactive** because the cooperative agreement from Granite State College was not received in hardcopy form in time to meet the deadline for the June 19, 2019 Governor and Executive Council meeting.

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

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

July 26, 2019

Page 2 of 2

Thus, all states, including New Hampshire, have received substantial increases in VOCA funds. DOJ is the receiving agency for VOCA funds in New Hampshire.


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

DOJ is federally permitted to use VOCA funds for statewide victim service trainings. DCYF indicated the need for a trauma-informed, victim-centered forensic interviewer training. Granite State College is the main provider of DCYF training initiatives. If this request is approved, \$15,000 in VOCA funds will be used to contract with Granite State College to facilitate forensic interviewer training to DCYF in September, 2019.

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 regarding this request. Your consideration is greatly appreciated.

Respectfully submitted,



Gordon J. MacDonald
Attorney General

#2454086

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Justice

and the

Granite State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Justice**, (hereinafter "State"), and the University System of New Hampshire, acting through **Granite State College**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **9/30/19**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: VOCA- Forensic Interviewer Training

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Kathleen B. Carr
Address: New Hampshire Department of Justice
33 Capitol Street
Concord NH 03301-6397

Phone: 603-271-3658

Campus Project Administrator

Name: Lisa Shawney
Address: Granite State College
25 Hall Street
Concord, NH 03301

Phone: 603-513-1335

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Tanya L. Pitman
Address: New Hampshire Department of Justice
33 Capitol Street
Concord NH 03301-6397

Phone: 603-271-1261

Campus Project Director

Name: Suzanne Moberly
Address: Granite State College
25 Hall Street
Concord, NH 03301

Phone: 603-271-6625

F. Total State funds in the amount of \$15,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. 2016-VA-GX-0061 from the Office for Victims of Crime under CFDA# 16.575. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the Granite State College and the State of New Hampshire, Department of Justice have executed this Project Agreement.

By An Authorized Official of:

Granite State College

Name: Lisa Shawney

Title: VP for Finance and Administration

Signature and Date:

L. Shawney 7/10/19

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Dianne Martin

Title: Associate Attorney General

Signature and Date:

Dianne Martin 7/30/19

By An Authorized Official of:

New Hampshire Department of Justice

Name: Kathleen B. Carr

Title: Director of Administration

Signature and Date:

Kathleen Carr 7-23-19

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

A. Project Title: VOCA- DCYF Forensic Interviewer Training

B. Project Period: 7/1/2019-09/30/2019

C. Objectives: Facilitate Forensic Interviewer training for the Division of Child and Family Services Child Protective Service Workers.

D. Scope of Work:

1. Granite State College (GSC) shall receive funds from the New Hampshire Department of Justice (DOJ) for expenses incurred in facilitation of a victim centered forensic interviewer training.

2. GSC is required to maintain supporting documentation for all expenses and produce those documents upon request of this office or any other state or federal audit authority. Project supporting documentation should be maintained for at least 5 years after the close of the project.

3. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

E. Deliverables Schedule: Data should be submitted to the DOJ grant manager, including the number of trainers, number of individuals trained, days of training and topics.

F. Budget and Invoicing Instructions:

1. GSC shall be paid by the DOJ based on expenditures described herein.

2. GSC shall submit an invoice within fifteen (15) days following the end of this agreement.

3. GSC shall be paid within thirty (30) days following the DOJ's approval of the invoice. Said payment shall be made to GSC's account receivables address per the Financial System of the State of New Hampshire.

3. The State's obligation to compensate GSC under this Agreement shall not exceed the price limitation set forth in section F of this agreement.

3a. GSC shall be awarded an amount not to exceed \$15,000 from 7/1/2019 through 9/30/2019, with approved invoice(s). This shall be contingent upon project performance, the availability or continued appropriation of funds and the continued availability of federal funding. In the event that federal funds become unavailable, general funds will not be used to support this agreement.

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above. Subrecipients shall be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule.**