# ATTORNEY GENERAL DEPARTMENT OF JUSTICE

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33 CAPITOL STREET CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER ATTORNEY GENERAL



ANN M. RICE DEPUTY ATTORNEY GENERAL

June 10, 2016

Her Excellency, Governor Margaret Wood Hassan And the Honorable Council State House Concord, New Hampshire 03301

Your Excellency and Members of the Council:

#### **REQUESTED ACTION**

1. Authorize the Department of Justice to enter into subgrants with the agencies listed below in the amount of \$141,500 from the Federal Fiscal Year 2014 Victim of Crime Act Grant for the purpose of supporting programs providing direct services to victims of crime and for training to direct service providers from the period effective upon Governor and Executive Council approval through June 30, 2017. 100% Federal Funds.

Funding is available for these subgrants in account # 02-20-201510-5021 entitled "Victims of Crime Act" FFY 14 (Job # 20VOC14A) as follows:

Class	Subgrantee	<u>Vendor #</u>	<u>Amount</u>
072-500580	Coos County Attorney's Office	177270-B006	\$41,500
072-500580	Cheshire County Attorney's Office	177372-B003	\$50,000
072-500580	Belknap County Attorney's Office	177360-B004	\$50,000
TOTAL			\$141,500

2. Authorize the Department of Justice to enter into subgrants with the agencies listed below in the amount of \$1,950,000 from the Federal Fiscal Year 2015 Victim of Crime Act Grant for the purpose of supporting programs providing direct services to victims of crime and for training to direct service providers from the period effective upon Governor and Executive Council approval through June 30, 2017. 100% Federal Funds.

Funding is available for these subgrants in account # 02-20-201510-5021 entitled "Victims of Crime Act" FFY 15 (Job # 20VOC15A) as follows:

Class	<u>Subgrantee</u>	Vendor #	<b>Amount</b>
072-500580	Grafton County Attorney's Office	177397-B005	\$50,000
072-500580	NH Coalition Against Domestic and Sexual Violence	155510-B001	\$1,900,000
TOTAL			\$1,950,000

#### **EXPLANATION**

- 1. The Department is subgranting remaining funds from the Federal Fiscal Year 2014 Victim of Crime Act Grant (VOCA), administered through the Office for Victims of Crime, to Coos, Cheshire and Belknap County Attorney Offices. Each of these offices has been a stable, accessible organization relied on by victims for advocacy services. Advocates educate victims about, and guide victims through the criminal justice system. Advocates also accompany victims to court hearings, and provide assistance with victim impact statements and referrals to other local services.
- 2. In previous actions, the Governor and Executive Council authorized the Department of Justice to award subgrants to programs under the Victims of Crime Act Grant (VOCA) program administered through the Office for Victims of Crime. In Federal Fiscal Year 2015, Congress raised the amount of the Crime Victims Fund to be made available to the States for supporting programs providing direct services to victims of crime. The corresponding increase for New Hampshire allowed the Department to allocate almost \$6 million additional funds over the course of the four-year grant period.

A priority for the allocation of the funds was to increase subgrants to direct service providers that have been the core, stable, accessible organizations relied on by victims for safe shelter from domestic violence, crisis intervention, and advocacy services throughout the criminal justice process. The requested action is to subgrant funds to the following victim service providers, all of which meet those criteria:

The Grafton County Attorney's Office employs victim advocates who educate victims about, and guide victims through the criminal justice system. Advocates also accompany victims to court hearings, and provide assistance with victim impact statements and referrals to other local services.

The New Hampshire Coalition Against Domestic and Sexual Violence and its fourteen member agencies provide crisis intervention, emergency shelter, victim advocacy, support groups, individual counseling, and information and referral services to crime victims throughout the State.

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,

Joseph A. Foster Attorney General

#1436502

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

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1	. Iucii	tification	anu L		นบทร.

1. Identification and Dem	illions.				
•		1.2. State Agency Address 33 Capitol Street, Concord, NH, 03301			
1.3. Subrecipient Name		1.4. Subrecipient Addre	ess		
Coos County Attorney's	s Office	55 School St, Suite 141,	Lancaster, NH 03584		
1.5 Subrecipient Phone # (603) 788-3812	1.6. Account Number  5021-072-2017014-	1.7. Completion Date 06/30/2017 1.8. Grant Limitation \$41,500			
1.9. Grant Officer for St Kathleen B. Carr		1.10. State Agency Tele (603) 271-0110	phone Number		
"By signing this form we cert grant, including if applicable	tify that we have complied with RSA 31:95-b."	h any public meeting requiren	nent for acceptance of this		
1.11. Subrecipient Sign		1.12. Name & Title of S	ubrecipient Signor 1		
Dus Mec -		John G. McCornick	Coos County Attor		
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2			
Subrecipient Signature	3	Name & Title of Subrecipient Signor 3			
/ / , before the und known to me (or satisfac	State of New Hampshir lersigned officer, persona ctorily proven) to be the he executed this documen	illy appeared the person in person whose name is sig	ned in block 1.11., and		
1.13.1. Signature of Not (Seal)	tary Public or Justice of	he Peace			
	Notary Public or Justice	of the Peace			
1.14. State Agency Signature(s)  1.15. Name & Title of State Agency Signor(s)					
Koures	Can	Director of	Cichnin		
	rney General (Form, Subs	tance and Execution) (if G	& C approval required)		
By:	Assistant A	attorney General, On: 6	16116		
1.17. Approval by Gove	ernor and Council (if app	licable)			
By:	By: On: / /				
2. SCOPE OF WORK:	2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire,				

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

Subrecipient Initials ( )			
Page 1 of 6	Date	5/10	2016

- AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon 9.3. signature by the State Agency as shown in block 1.14 ("the effective date").
- Except as otherwise specifically provided herein, the Project, including all 9.4. reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B,
- 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 10. of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State 11. shall have no liabilities to the Subrecipient other than the Grant Amount.
- Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all 11.1.1 payments authorized, or actually made, hereunder exceed the Grant limitation set 11.1.2 forth in block 1.8 of these general provisions.
- In connection with the performance of the Project, the Subrecipient shall comply 11.2. with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the 11.2.1 Subrecipient, including the acquisition of any and all necessary permits.
- 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 connection with the Project, including, but not limited to, costs of 11.2.2 administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often 11.2.3 as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes 12. all persons, natural or fictional, affiliated with, controlled by, or under common 12.1. ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
- PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed 12.2. and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual 12 3 relationship with the State, or who is a State officer or employee, elected or
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
- As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, 13 reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
  - No data shall be subject to copyright in the United States or any other country by anyone other than the State.
  - On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
  - The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
  - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to submit any report required hereunder, or
- COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. 11.1.4 Failure to maintain, or permit access to, the records required hereunder, or Failure
  - to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more,
  - or all, of the following actions:
    - Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
    - Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
  - Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and Treat the agreement as breached and pursue any of its remedies at law or in
    - equity, or both TERMINATION.

12.4.

- 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 Ju 2016 review or

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this 18. Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, 15. or otherwise transfer any interest in this Agreement without the prior written 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 20. prior written consent of the State.
- INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold 16. harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, 21. liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is 22. hereby reserved to the State. This covenant shall survive the termination of this agreement.
- INSURANCE AND BOND. 17.
- The Subrecipient shall, at its own expense, obtain and maintain in force, or 17.1 shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the 24. following insurance:
- Statutory workmen's compensation and employees liability insurance for all 17.1.1 employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, 17.1.2 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
- 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.

Jul 5/11/2016

#### EXHIBIT A: Scope of Work

1. Describe the need for the proposed project; describe the problem(s) to be addressed including any relevant statistics.

It is the duty of the Coos County Attorney's Office to ensure that all victims of felony level crimes are taken care of appropriately. We want to ensure all victims understand the criminal justice process and are informed of all their rights. We want to ensure they are supported throughout their participation in the process. We want them to be aware that they can contact us any time, and their questions can be answered when needed. It is our duty, by law, to ensure that the NH Victim Bill of Rights is complied with. In order to do so, we must employ individuals specifically trained for the purpose of assuring compliance with RSA 21-M:8-k and possessing the skills necessary to assist various types of victims of crime.

We work closely with local police agencies and also with the New Hampshire State Police (Troop F) Troopers who have cases within our jurisdiction. Coos County has a long history of working closely with victims of crime and has sought to improve the way we render these services. The Victim/Witness Coordinator is also an integral part of the Coos County Child Advocacy Center, serving as a member of the Multidisciplinary Team, and also on the Board of Directors.

In 2015, the Coos County Attorney's Office initiated 240 felony level indictments and 83 misdemeanor charges, yet function with only one full time Victim/Witness Coordinator and one part time administrative support person. In total, the Office of the Coos County Attorney disposed of 473 cases.

As indicated below, the services provided by the Coos County Victim/Witness Program continue to be significant, specifically in the area of Victims of Crime.

Type Served	2014	2015
Victim of Crime	151	96
Witness	479	464
Law Enforcement	594	460

There is a slight decrease in the numbers above from 2014 to 2015. Apart from constituting any significant reduction in crime, the decrease in the number of services provided is more attributable to office transitions, and the necessary attention given to more complex matters handled by the office in 2015, than any significant reduction in crime in the county. While we continually strive to improve the quality and timeliness of services we provide, we are assured the program is beneficial to those it serves. The continued assistance rendered by the program is imperative to the community.

We have identified some areas that need to be addressed, including:

- With the new court initiative, "Felonies First", the Coos County Victim/Witness Program
  will need to have the resources to be available much sooner in the court process, typically
  upon arrest. This will create the need for additional notifications to victims once felonies
  are filed first in superior court v. district court (a task previously assigned to the law
  enforcement agent).
- 2. Travel constraints are a problem for many victims. They often wish to meet with the Victim/Witness Coordinator but have limited transportation or funds to do so. The geographical nature of Coos County presents a big hurdle for the program. The county is almost 1800 square miles, which sometimes creates a one way travel time of up to one hour and twenty minutes to the northern tip of the state. Due to this, the Victim/Witness Coordinator needs to frequently travel to victims so assistance with paperwork, etc. can be provided.

- 2. Describe the proposed project: How will your project address the problems stated above?
  - a. New projects- As cases are received by the County Attorney's Office sooner in the process, the Victim/Witness Program will begin sending notifications of case status details sooner. These notifications will include victims primarily, but will also put witnesses and law enforcement on alert of their possible required participation in any upcoming hearings, etc. as quickly as possible to eliminate scheduling conflicts/unavailability. This may help the court in reducing the amount of rescheduled hearings or continuations needed before a case goes to trial.
  - b. Existing projects Grant funding will help to sustain the current services in place rendered by the Victim/Witness Program to all victims of crimes, witnesses of crimes, and law enforcement officers associated with the prosecution of those crimes.
    - The Victim/Witness Program continues to utilize a case management program, Karpel, that allows the program to track when and to whom various notifications throughout the life of a case have been sent. However, further training to fully understand and to harness the complete capabilities of the program would be beneficial.
  - c. Both new and existing projects- The Coos County Victim/Witness Program is now it it's twenty third year, and continues to be a valuable and necessary component of the justice process for victims of crime in Coos County. Services provided by the Victim/Witness Program are offered to all victims and witness of every case that is prosecuted by the Coos County Attorney's Office, and outside cases at the request of state and local law enforcement agencies. Initial services include mailings that provide individuals with an introduction of the court system, victim impact statements or witness information guides, restitution worksheets, NH Victim Assistance Applications when appropriate, and a copy of the NH Victim Bill of Rights. Other services provided by the program include, but are not limited to, victim and witness interviews, service referrals, court advocacy, trial preparation, and follow-up meetings.

The program is well incorporated into the community network of human service providers. The director, Jessica Riendeau, excels in maintaining strong working

relationships with all other agencies that serve crime victims. The Coos County Victim/Witness Program is well established and recognized by area health care and mental health providers, as we all other social service agencies. Local law enforcement agencies throughout Coos County make use of the services offered by the program on a regular basis. Cooperation with state agencies provides a group effort in reaching justice for victims of crime. Over the past ten years, Jessica has made many adjustments to the way in which victims, and law enforcement agencies as well, receive important information regarding their case and has attempted to make it easier for those individuals to provide feedback to the Coos County Attorney's Office.

The Coos County Victim/Witness Program has met and exceeded its original goal of providing services to victims and witnesses of crime. Not only does the program provide services to those cases prosecuted by the County Attorney's Office, Jessica also makes herself available to support state and local law enforcement agencies, DCYF, the Department of Corrections - Office of Probation and Parole, and other agencies or individuals that might request assistance. One agency in particular that the Victim/Witness Program is dedicated to is the Child Advocacy Center of Coos County. As a member of the Multidisciplinary Team and Investigative Team, the Victim/Witness Coordinator faithfully represents the Coos County Victim/Witness Program at forensic interviews that take place at the CAC. In addition, as a trained Forensic Interviewer herself, she occasionally assists the CAC in conducting forensic interviews.

#### Our goals for the upcoming year include:

- Continuing to deliver direct services to victims, witnesses, and law enforcement officers involved in criminal matters brought to the Coos County Attorney's Office for prosecution, by providing open lines of communication and being available for assistance throughout the entire court process.
- Ensuring that victims are aware of and afforded their rights under NH RSA 21 M:8-k, NH Victim Bill of Rights, by providing victims with a copy and

- supporting them in exercising their rights upon request.
- Continuing to support the mission of the Child Advocacy Center of Coos County, by remaining an active participant in activities such as forensic interviews, case review, and board meetings and other duties as outline in the NH Attorney General's Child Abuse Investigation Protocols.
- Maintaining healthy working relationships with local support agencies, including NH DHHS DCYF, local law enforcement agencies, NH State Police, NH Department of Corrections, Northern Human Services, and RESPONSE to Sexual and Domestic Violence, by being available to support one another and exchanging information when requested and permissible.
- 3. Explain applicant's plan for sustainability of the proposed project and also your organization should federal funds no longer be available.
  - Grant funding allows the Coos County Victim/Witness Program to stay operable by providing funding to partially cover the salary of the Program Director. The Victim/Witness Program also receives funding through the County of Coos. In the absence of grant funding, the program would request additional funds, but due to the burden this puts on the tax payers, the request may be denied or result in a cut to the part time administrative staff that is imperative to the program. Searches for additional grants are conducted to support the program; knowing that in the absence of the Coos County Victim/Witness Program.
- Describe the method(s) for evaluating success, progress, and areas in need of improvement for the proposed project.

In order to determine the continued successes and need for the program over the next year, the program will monitor the following:

- 1. The number of criminal cases which require the services of the Victim/Witness Program.
- 2. The number of victims provided with services by the Victim/Witness Program.

- 3. The number of witnesses provided with services by the Victim/Witness Program.
- 4. The number of law enforcement officers provided with services by the Victim/Witness Program.
- 5. The number of miles traveled to accommodate the needs of victims and witnesses throughout the county.
- 6. Final evaluation of the success and need for the program will be based on the feedback provided by victims, witnesses, law enforcement agents, and other service agencies.
- 5. Describe in detail the applicant's capabilities for the financial management and in the oversight of federal grant funds.

The County of Coos provides financial management for all county programs and is ultimately responsible for the oversight of federal grant funds. The Office of the Coos County Attorney is responsible for the direct oversight of the Victim/Witness Program. The physical space of the Victim/Witness Program offices are located within the Office of the Coos County Attorney. The County Attorney meets with the program director and staff regularly, as well as conducts annual performance evaluations, ensuring the objectives and requirements of the grant funds are being met.

6. Please complete the project budget below. In the budget detail narrative include the source of your matching resources in clear and specific detail.

### Section 3: Budget and Budget Narrative

## New Hampshire Department of Justice Budget Detail Worksheet

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	<u>Match</u>
Jessica Riendeau Victim/Witness Program	50,300.00 Director	30,000.00	20,300.00
Clerical Assistant	16,700.00	5,000.00	11,700.00

Category A Personnel Sub-Total Federal: 35,000.00	Match:	32,000.00
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**B. Fringe Benefits** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Individual fringe benefits must be listed by amount and percentage.

Name/Position	Computation	Federal	Match
In Lieu of Health Benefit	1250.00	0	1250.00
Longevity Pay	700.00	0	700.00
Social Security	4900.00	0	4900.00
Life Insurance	10.00	0	10.00
Retirement	5700.00	0	5700.00
Workers' Compensation	40.00	0	40.00
Unemployment Insurance	70.00	0	70.00

Category B. Fringe Benefits Sub-Total	0	Match:	12,670.00
Federal:			

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at

\$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location Item	Computation	Federal	Match
General: Meetings w/ victims, Travel to CAC, Court hearings in Grafton Co.	5,000 miles annu tolls, parki	ally x .555 mileage ng fees, etc.	0	3,000.00
Training: Registration fee, per diem meals, hotel accommodations, etc.			4,000.00	2,000.00

VOCA funds would be used for out-of-state training; County funds would be used for in-state training.

Category C. Travel Sub-Total Federal: 4,000.00	Match:	5,000.00
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**D. Equipment** - Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. Expendable items should be included either in the "supplies" category or in the "Other" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item Computation	Federal	Match
General Rental or Repair	0	100.00
For purchase of a new desktop computer and lap	top 2,500.00	0

Category D Sub-Total Federal:	2,500.00	Match:	100.00	
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E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	<u>Computation</u>	Federal	Match
Office Supplies	Paper, Ink, Pens, Post-It Notes, File Folders	0	1000.00
Postage	Notifications/Mailings to Victim, Witnesses, Law Enforcement Agencies	0	1050.00

Category E. Supplies Sub-Total	0	Match:	2,050.00	
Sub-Total Federal:	V	Match:	2,030.00	

**F. Construction** - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose Description of Work Federal Match
Project category Not Approved by NH Department of Justice

G. Consultants/Con Federal Acquisition Regulati	atracts - Indicate whether applions are followed.	icant's for	mal, written P	Procurement Po	olicy or the
daily fee (8-hour day	s: For each consultant enter the y, and estimated time on the pstification and prior approval to Service Provided	roject. Co from OJP.	nsultant fees in		
Category G-1 Consultant Fees: Sub-Total Federal:	0	Match:	0		
G-2 Consultant Exp addition to their fees (i.e., travel, meals, lo Item Location	odging, etc.)	paid from	the grant to th	e individual co Federal	onsultants in  Match
Category G-2 Consultant Expenses Sub-Total Federal:	0	Match:	0		
estimate of the cost. contracts. A separate Item	ide a description of the product Applicants are encouraged to a justification must be provide	promote fi	ree and open c	ompetition in	awarding
Category G-3 Contracts Sub-Total Federal:	0	Match:	0		

**H. Other Costs** - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation		Federal	Match
Communications	Telephone, Cellular, Fax		0	2500.00
Office Rent	3310.00/per year	,	0	3410.00
Property Liability Insurance	360.00/per year		0	380.00
Dues/Licenses/Subs	scriptions 50.00/per year		0	50.00

Category H. Other Costs Sub-Total Federal:	0	Match:	6340.00
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I. Indirect Costs - Indirect costs are allowed at the applicant' federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, the applicant may submit either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate of 10% of modified total direct costs as defined in §200.414 Indirect (F&A) costs, paragraph (f) of the Federal Register Vol. 78 No 248; 2 CFR Part 200

Description	Computation	Fadaral	Match
Describtion	Computation	Federal	Match

Category I. Indirect Costs Sub-Total Federal:	0	Match:	0

**Budget Summary**- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal (match) funds that will support the project.

Budget Category Amount	Federal	Match
A. Personnel	35,000.00	32,000.00
B. Fringe Benefits	0	12,670.00
C. Travel	4,000.00	5,000.00
D. Equipment	2,500.00	100.00
E. Supplies	0	2050.00
F. Construction	0	0
G. Consultants/Contracts	0	0
H. Other	0	6,340.00
Total Direct Costs	41,500.00	
I. Indirect Costs	0	58,160.00
Total Project Costs	41,500.00	58,160.00

Federal Request	41,500.00
Non-Federal Match Amount	58,160.00

#### New Hampshire Department of Justice

#### **BUDGET NARRATIVE:**

The County of Coos covers the budget for all expenses aside from \$35,000.00 which is a gap in personnel cost for the Program Director and her assistant. Due to the current influx of cases and individuals in need of services from the Victim/Witness Program, it's imperative that the Program Director keep her current funding budget without the risk of cutting the clerical assistant position. It is the only way in which the Victim/Witness Program can continue to assure that the Victim Bill of Rights are upheld in Coos County.

Out of State travel is limited by county funding; and the use of VOCA grant monies for attendance by both the director and assistant at the annual National Organization of Victim Assistance, or similar training event would benefit the Programs delivery of services to victims of crime.

Lastly, the Victim/Witness Program is working with outdated computers with slow processing speeds and a very old laptop. This puts a damper on the programs delivery of prompt services in terms of producing notifications of court hearings and reduces efficiency of meetings to draft such documents as Victim Impact Statements, etc. while meeting with victims in an out of office setting.

## State of New Hampshire Contract Exhibit B

#### SCHEDULE OF PAYMENT

- 1. Awarded programs (subgrantees) that submit a fully executed state issued expenditure report shall be reimbursed by the State of NH within 30 days. Payment will be in the form of an electronic payment to a designated account determined by the subgrantee.
- 2. Expenditure reports should be submitted on a monthly or quarterly basis within 15 days following the end of the month/quarter activities. Electronic submission is appreciated. Expenditure reports submitted later than 30 days following the end of the quarter will be considered late.
- 3. The State's obligation to compensate and reimburse the subgrantee as stated in this agreement shall not exceed the price limitation set forth in form P-37 section 1.8 or allotment of time as set forth in section 1.7.
- 4. Subgrantees are required to maintain supporting documentation for all expenses, both federal and match and to produce said documentation upon request of this Office or any other state or federal audit authority.

### State of New Hampshire Contract Exhibit C

# Special Provisions to the State of New Hampshire Grant Agreement pertinent to VOCA Funding

- 1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:
  - a. Adherence to the following requirements of:
    - Victims of Crime Act (VOCA) 42 U.S. Code Section 1402, and the VOCA Final Program Guidelines implemented in the Federal Register Vol. 62, No.77, April 22, 1997. <a href="http://ojp.gov/ovc/voca/vaguide.htm">http://ojp.gov/ovc/voca/vaguide.htm</a>.
    - ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended:
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended;
    - iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
    - v. Title IX of the Education Amendments of 1972;
    - vi. The Age Discrimination Act of 1975;
    - vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35 and 39);
    - viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at <a href="http://ojp.gov/financialguide/DOJ/pdfs/2015">http://ojp.gov/financialguide/DOJ/pdfs/2015</a> DOJ\_FinancialGuide.pdf
  - b. Pursuant to Executive Order 13513,"Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
  - c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
- 2. Reports and Certifications Required
  - a. Subrecipient will be required to file quarterly performance reports.



- Subrecipient will be required to file quarterly expenditure reports and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular desk reviews and biennial on-site monitoring visits with all Subrecipients.
- 3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
- 4. The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
- 7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-VA-GX-0007 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
- 8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (Federal Grant # here) awarded by the Office for Victims of Crime, Office of Justice

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- Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
- 10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
- 11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
- 12. The Subrecipient agrees that <u>all services will be provided at no charge</u> to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
- 13. The Subrecipient agrees to <u>assist victims in applying for Victims Compensation</u> benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
- 14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, needs assessments, focus groups, lobbying, participation in multi-disciplinary meetings/task forces, protocol development, substance abuse treatment services, fundraising and services to inmates even if they are victimized as a result of their incarceration.
- 15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies

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to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

#### Mail:

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

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881

additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

- 16. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
- 17. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
- 18. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
- 19. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit
- 20. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants

NH Department of Justice Victims of Crime Act-VOCA Assistance Sub-grant application SFY 17: July 1, 2016 – June 30, 2017

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Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <a href="http://www.doj.nh.gov/grants-management/civil-rights.htm">http://www.doj.nh.gov/grants-management/civil-rights.htm</a> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

24. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

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A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

#### Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List. Jul 2016

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- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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#### DEPARTMENT OF JUSTICE

#### STATE OF NEW HAMPSHIRE



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

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

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

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

John G. McCormick, County Attorney

Name and Title of Head of Agency

Signature

Date

Coos County Attorney's Office, 55 School St. Suik 141

Name and Address of Agency

Lancaster, NH

#### 25. Certification Regarding EEOP Required:

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

here: http://ojp.gov/about/ocr/faq eeop.htm

#### INSTRUCTIONS

#### **Completing the Certification Form**

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section

A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

#### Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; or it received an award under \$25,000; or it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

#### Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

#### **Section C**

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, and (2) have fifty or more employees, and (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, submit to the OCR for review, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

#### Section D

Recipients that (1) receive a single award over \$500,000; and (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

#### **Submission Process**

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification*. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15

The form can be found at:

http://ojp.gov/about/ocr/pdfs/cert.pdf

Or you may use the form on the following page.

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#### **CERTIFICATION FORM**

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: Office of the Cool County Attorney
Address: 55 School St, Ste 141, Laucaster, NH 03584
Is agency a; □ Direct or ≠Sub recipient of OJP, OVW or COPS funding?   Law Enforcement Agency? Yes □ No
DUNS Number: Vendor Number (only if direct recipient)
Name and Title of Contact Person: John McCornick, County Attorney
Telephone Number: Go3 - 788 - 5559 E-Mail Address: (jmcCorniche cos County uh. US
Section A—Declaration Claiming Complete Exemption from the EEOP Requirement
Please check all the following boxes that apply.
☐ Less than fifty employees. ☐ Indian Tribe ☐ Medical Institution. ☐ Receiving a single award(s) less than \$25,000.
I, John G. McCoinich [responsible
official], cortify that The Office of the County Attorney
[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
I further certify that The Office of the County Attorney [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.
services.  If recipient sub-grants a single award over \$500,000, in addition, please complete Section D
John G. McCornick Coos Cly Attorney And Mcc 5/10/2016
Print or Type Name and Title Signature Date
Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying
That an EEOP Is on File for Review
If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):
I, [responsible
official], certify that
[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less
than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
[organization],
[organization],
[address].
Print or Type Name and Title Signature Date
Section C-Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil
Rights for Review
If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.
I, [responsible
official), certify that
[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an
EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on
[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D
Print or Type Name and Title Signature Date

#### RESOLUTION

I, Richard Samson, hereby certify that I am duly elected Clerk of the Coös County Board of Commissioners. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Commissioners, duly called and held on April 13, 2016 at which a quorum of the Commissioners were present and voting.

VOTED: That John McCormick, Coös County Attorney, is duly authorized to enter into contracts or agreements on behalf of Coös County with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the County in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4.13.16 Attest: Richard Samson, Clerk, Coös County Commissioners



#### CERTIFICATE OF COVERAGE

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member:	Member Number:	Con	npany Affording Coverage:	
Coos County PO Box 10 West Stewartstown, NH 03597	602	Bo 46	Public Risk Management Ex w Brook Place Donovan Street ncord, NH 03301-2624	schange - Primex <sup>3</sup>
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits	May Apply, If Not:
X General Liability (Occurrence Form) Professional Liability (describe)  Claims Made Occurren	7/1/2015 7/1/2016	7/1/2016 7/1/2017	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000
Automobile Liability Deductible Comp and Coll: \$1,000 Any auto	7/1/2015 7/1/2016	7/1/2016 7/1/2017	Combined Single Limit (Each Accident) Aggregate	\$5,000,000 \$5,000,000
X Workers' Compensation & Employers'  X Property (Special Risk includes Fire and T	17 172010	7/1/2016 7/1/2017	X Statutory  Each Accident  Disease — Each Employee  Disease — Policy Limit  Blanket Limit, Replacement Cost (unless otherwise stated)	\$2,000,000 \$2,000,000
<b>Description:</b> Proof of Primex Member coverage		771/2017		\$1,000
CERTIFICATE HOLDER: Additional Co	overed Party Loss P	ayee Pri	mex <sup>3</sup> – NH Public Risk Manage 7ammy Dewer	ement Exchange
State of New Hampshire 33 Capitol St Concord, NH 03301-6397		Dat	te: 5/11/2016 tdenver@nh Please direct inquir Primex³ Claims/Coverag 603-225-2841 ph 603-228-3833 fr	es to: ge Services one

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

1. Identification and Definitions.

1.1. State Agency Name Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH, 03301			
1.3. Subrecipient Name		1.4. Subrecipient Addre			
Cheshire County Attorn	ney's Office	12 Court Street, Keene,	NH 03431		
1.5 Subrecipient Phone # (603) 355-3010	1.6. Account Number 07-30-20-201510 5021	1.7. Completion Date   1.8. Grant Limitati   06/30/2017   \$50,000			
1.9. Grant Officer for S Kathleen B. Carr	tate Agency	1.10. State Agency Telep (603) 271-0110	phone Number		
"By signing this form we cer grant, including If applicable		h any public meeting requirem	ent for acceptance of this		
1.11. Subrecipient Sign	ature 1	1.12. Name & Title of St	ubrecipient Signor 1		
( Della	Jan	Stillman Rogers, Chair C	ounty Commissioners		
Subregipient/Signature	2 /	Name & Title of Subrec	ipient Signor 2		
0. (W)		Christopher McLaughlin,	County Attorney		
Subrecipient Signature	3	Name & Title of Subrec	ipient Signor 3		
1/13/16, before the und known to me (or satisfa	lersigned officer, persona ctorily proven) to be the	e, County of Cheshilly appeared the person iperson whose name is significant in the capacity indicate	dentified in block 1.12., ned in block 1.11., and		
~	tary Public or Justice of t Boxhaml 59 C	the Peace COMMISSION EXPIRES 1/21	6/2020		
	Notary Public or Justice				
1.14. State Agency Sign	nature(s)	1.15. Name & Title of S	tate Agency Signor(s)		
Kranien (	Karlier Can Director of Administration				
1.16. Approval by Atto	rney General (Form, Subs	tance and Execution) (if G	& C approval required)		
By: Assistant Attorney General, On: 5 12016					
1.17. Approval by Governor and Council (if applicable)					
By:	•				
2. SCOPE OF WORK:	In exchange for grant 1	funds provided by the Stat	te of New Hampshire.		

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

Subrecipient Initials	Con	200
Page 1 of 6	Da	ite 4-13-16

- AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. <u>EFFECTIVE DATE: COMPLETION OF PROJECT.</u>
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon 9.3 signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all 9.4 reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State

  11. 11.11
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all 11.1.1 payments authorized, or actually made, hereunder exceed the Grant limitation set 11.1.2 forth in block 1.8 of these general provisions.
- COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. 11.1.4
   In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of 11.2.2 administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often 11.2.3 as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes 12. all persons, natural or fictional, affiliated with, controlled by, or under common 12.1. ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
- PERSONNEL.
- 8.1 The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed 12.2. and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual 12.3. relationship with the State, or who is a State officer or employee, elected or 8.3. appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, 13 reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 2.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
- EVENT OF DEFAULT: REMEDIES
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of 11.1.1 Default"):
- 11.1.2 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to submit any report required hereunder; or
- 11.1.4 Failure to maintain, or permit access to, the records required hereunder; or Failure
- to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more,
   or all, of the following actions:
  - Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
  - Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 1.2.4 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and Treat the agreement as breached and pursue any of its remedies at law or in 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.
- <u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this 18. Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees
- ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, 15. or otherwise transfer any interest in this Agreement without the prior written 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 20. prior written consent of the State.
- INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold 16 harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, 21. liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is 22. hereby reserved to the State. This covenant shall survive the termination of this agreement.
- INSURANCE AND BOND. 17
- The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the 24. following insurance:
- Statutory workmen's compensation and employees liability insurance for all 17.1.1 employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, 17.1.2 death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
  - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
  - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  - AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency
  - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
  - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

### Section 1: Cover Page

## STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE Victims of Crime Act VOCA Assistance Application for Funding

### **Applicant Information:**

Name of Ap	plicant Organization: County of Chesh	<u>ire</u>
DUNS Num	ber: 005128913	
SAM Regist	tration Expiration Date: 3/30/2016	
Federal Fun	ds Requested: <b>\$50,000</b>	
1. Proje	ect Title: Cheshire County Victim/Witne	ess Program
2. Gran	nt Project start date: 7/1/2016	Project end date: 6/30/2017
3. Proje	ect Director: Chris McLaughlin, County	Attorney
а. Т	Telephone: 603-355-3010	Email: cmclaughlin@co.cheshire.nh.us
4. Fina	ncial Officer: Sheryl Trombly, Finance	Director
a. 7	Telephone: 603-355-3036	Email: strombly@co.cheshire.nh.us
5. Prim	ary contract and financial contact for th	is project is: Suzanne Bansley, Grants Manager
a. 7	Telephone: 603-355-3023	Email: sbansley@co.cheshire.nh.us
Prim	ary program contact for this project is:	Sarah Hoskins, Victim/Witness Advocate
b. 7	Telephone: 603-352-3037	Email: shoskins@co.cheshire.nh.us
6. Cert	tification Required:	
docu orga	ments in APPENDIX I and, if selected	t, I hereby certify that I have read and understand the for funding, will ensure that this applicant conditions of that agreement including the Scope of sial Provisions.
Sign	ature of signing authority:	Date:
Add	ress: 12 Court Street, Keene, NH 03431	
Tele	phone: 603-352-8215	Email: srogers@co.cheshire.nh.us

#### **VOCA Application Project Narrative: Scope of Work**

## 1. Describe the need for the proposed project; describe the problem(s) to be addressed including any relevant statistics.

The Cheshire County Victim/Witness Program ensures the protection of victim rights mandated by New Hampshire law. Specifically, victims of felony and misdemeanor crimes of domestic violence have the right to be treated with fairness and respect, to be informed about the criminal justice process, to be free from intimidation, to attend trial, to confer with prosecution, and to make an impact statement, among several other rights. Victim/witness coordinators interpret the court system for victims and witnesses, inform them of their rights, connect them with services, and provide general assistance throughout the legal process.

Victims are people that suffer from direct or threatened physical, emotional, psychological, or financial harm as a result of crime. Victims of crime play an important role in the criminal justice process. However, from the perspective of a victim, the criminal justice process can be long, confusing, and stressful. It is important that victims participate in the process so that defendants can be properly prosecuted and held accountable. Coordinators help make the victims' involvement with the criminal justice system easier.

In 2015, the Cheshire County Attorney's Office received <u>550 new felony level cases</u>, of which 309 were assigned a coordinator. In 2014, 467 new felony level cases were received, of which 344 were assigned a coordinator. In 2013, 412 new felony level cases were received, of which 337 were assigned to a coordinator. Of those 344 cases assigned to a coordinator in 2014, 118 were "victimless" crimes; however, a coordinator was assigned to serve witnesses involved in those cases.

Cases involving victims included crimes such as sexual assaults, 1st and 2nd degree assaults, and vehicular assaults resulting in death, criminal threating, and reckless conduct involving a weapon. Based on historical data, the two coordinators serve over 1,000 victims and witnesses annually. The coordinator whose salary is partially funded by this grant works only on cases which involve victims.

In 2015, the coordinator made 40 victim compensation referrals and 49 referrals to the Monadnock Region child advocacy agency. In 2014, the coordinator made 28 victim compensation referrals and 62 referrals to the Monadnock Region Child Advocacy Center. In 2013, the coordinator made 17 victim compensation referrals and 75 referrals to the Monadnock region child advocacy.

	New	Cases	Victim	Child
	Felony	Assigned a	Comp	Advocacy
	Cases	Coordinator	Referrals	Referrals
2013	467	344	28	62
2014	412	337	17	75
2015	550	309	40	49

The coordinators are the liaisons between prosecutors and victims. The vast majority of cases are assigned a coordinator; however, owing to caseloads, not all cases receive all the services they should due to limited staff and time. For example, in one particular case in 2014, the coordinator had

contact with a single victim over 150 times in 9 months. It is not possible for every case to be served in this capacity with only two coordinators.

Given the number of crime victims in Cheshire County on a yearly basis, the need for coordinators is crucial to the successful prosecution of criminals. Victims are often far too traumatized and overwhelmed to navigate the system on their own. Furthermore, victims frequently experience fear of repercussions of testifying, due to their involvement with the criminal justice system. Without the services of a coordinator, cases would be dropped or made more difficult to prosecute due to the victim's reluctance. The coordinators play a significant role in the criminal justice system by assisting victims through the stressful process and making sure they are connected with the services and supports they need.

If the Victim/Witness Program did not exist, Cheshire County would be in violation of NH RSA 21-M:8-K, New Hampshire's Victims' Bill of Rights. In addition, hundreds of crime victims in Cheshire County would be denied services which are protected under the law. Furthermore, more victims would be further re-victimized by the criminal justice process without the support and information provided by the Program. Presently, two people are employed in this department, along with an AmeriCorps volunteer for misdemeanor cases. If we did not get this grant we would only be able to have one person, and that person would not be able to serve all the victims that need to be served.

Due to limited funding, Cheshire County Victim/Witness Program is doing the bare minimum to satisfy the Victims' Bill of Rights instead of being able to fully support each and every victim and witness. This is a gap that cannot be improved at the current level of funding, because the grant funds will only allow the program to maintain the services it presently provides. The addition of a third victim/witness coordinator would greatly improve the program; however, the County of Cheshire is not able to add this position into its budget this year.

Improvements to the Victim/Witness Program that are within the County's ability to implement include collaborating with community partners for a better understanding of the influx of cheap, potent heroin in the County that has resulted in an increase in addiction, crime, child abuse and neglect, and crimes of domestic violence. Also, the coordinator will advance victim advocate national training, improve community educational presentations on victims' rights, and expand the capacity of the Victim/Witness Program with the assistance of an AmeriCorps volunteer. Goals and objectives specific to these improvements are stated at the end of the next section.

#### 2. Describe the proposed project: How will your project addresses the problems stated above?

The Cheshire County Victim/Witness Program provides direct services to victims of crime in the County. Two victim/witness coordinators serve as liaisons between the County prosecutors and victims and witnesses for felony level cases and domestic violence cases. One of the two coordinators is 100% dedicated to cases that involve victims of crime, whereas the other coordinator also assists in "victimless" cases. The coordinators guide and assist victims through the court system, and work directly with the county attorney and assistant county attorneys in their case preparation and prosecution. In addition, this position interacts with and assists law enforcement as needed, and is available after-hours to respond to other crises requiring special handling of victims and witnesses after law enforcement has left the scene.

Victim/witness coordinators are essential to the County's ability to ensure the protection of victim rights entitled by New Hampshire law. The role of the coordinator is to educate, guide, and assist victims and/or witnesses involved in the criminal justice system. The coordinators explain the criminal justice system to victims, they introduce the victims to the prosecutor, and they accompany and support the victim throughout court hearings. They inform the victim or witnesses of ongoing status, dates, and times of hearings, pleas negotiations, trials, final disposition, and they ensure that the victim is notified of the right to speak at the defendant's sentencing and parole hearing. Coordinators make referrals for community resources for financial, medical, psychological and social services assistance. They facilitate the return of property used for evidence. Coordinators assist victims in preparing an impact statement for the court and in applying for victim's compensation.

To support victims and witnesses, the coordinators frequently interact and collaborate with various social service agencies and organizations, including the Monadnock Region Child Advocacy Center; the New Hampshire Division of Children, Youth and Families; Cheshire County Mental Health Court; Cheshire County Alternative Sentencing Program; The New Hampshire Department of Corrections Probation and Parole; Cheshire County Department of Corrections; the New Hampshire State Prison Victim Services and Sexual Offender Program; Monadnock Center for Violence Prevention; Cheshire County Domestic Violence Council; the Cheshire County Sexual Assault Resource Team; and the New Hampshire Victims Assistance Commission.

After a disclosure of abuse is made, a child-victim is brought to the Child Advocacy Center for a forensic interview. Coordinators are an important member of the Child Advocacy Center's multidisciplinary team, which includes law enforcement, child protective social workers, crisis center advocates, prosecutors, mental health and medical professionals. The Child Advocacy Center interview is often the initial contact the coordinator has with the child victim and his or her family. Coordinators work with the Monadnock Center for Violence Prevention to help victims of domestic and sexual violence to receive confidential support services including crisis intervention, peer counseling, emotional support, information about choices and options, assistance with problem solving, and development of safety plans.

Coordinators are a voice at the table in developing policies and protocols for implementation by the Sexual Assault Resource Team when treating and supporting victims of sexual assaults.

Coordinators are part of the multi-disciplinary team dedicated to addressing the problem of adult sexual assault by using a collaborative victim-focused response to achieve justice.

Successes and accomplishments the Cheshire County Victim/Witness Program had in the last year include involvement in the Cheshire County Drug Court, Cheshire County Domestic Violence Council, Monadnock Region Sexual Assault Resource Team, and the Offender Rehabilitation Support Team—specifically around the issue of the recent heroin epidemic and its impact on local victims—both primary & secondary, including children.

Another significant accomplishment achieved was being able to run a report of case load demographics through Karpel, our criminal case management software system. It has taken several months for our victim/witness program to learn, utilize, and embrace the new software and we are confident that over time it will become seamless and efficient.

Of note, one of our coordinators was <u>recognized for her work advocating for victims of domestic and sexual violence by Keene State College's 2015 Outstanding Women Award</u>. The program's work

with the AmeriCorps Victim Assistance Program has provided assistance to over 116 victims of domestic violence in the past year. These special victims would not have services at the circuit court level without the assistance of our VOCA funding and our AmeriCorps volunteer.

Continuing challenges that plague the Victim/Witness Program include time management and administrative assistance so that our victim/witness coordinators have the opportunity to attend conferences and/or training workshops to advance their skills. Specifically, the coordinator funded by this grant wishes to improve her public speaking skills and confidence so she can improve community educational presentations on victims' rights and the victim/witness program.

New challenges that the program hurdled in the last year include the change of VOCA annual reporting to quarterly reporting in regard to the amount of time consumed by the process. We are still adjusting to this shift and plan to persevere with the help of our increased understanding and utilization of Karpel. We are also reaching out to our peers in the New Hampshire victim/witness community for assistance and new ideas for implementation. This is and will continue to be an ongoing process.

Additional grant funding will enhance the current services by offsetting the coordinator's salary enough to free up funds in professional development and travel for a coordinator to attend a national conference on victim/witness programs and a time management workshop and develop efficient systems for processes and increase her time available to assist clients.

The SFY2017 goals of the victim/witness program are as follows:

Goal 1: Collaborate with community partners for a better understanding of the problem and how it affects those victims, thus increasing effective and efficient services to this population.

The Cheshire County Region has been hugely impacted by the influx of cheap, potent heroin. This has resulted in an increase in addiction, crime, child abuse and neglect, and crimes of domestic violence. The resulting increase of crime from the influx of heroin will result in an increase of victims of all sorts, including children whose parents are addicts. To assist these new types of primary and secondary victims through the criminal justice system, it is our goal to collaborate with community partners for a better understanding of the problem and how it affects those victims, thus increasing effective and efficient services to this population. To accomplish this goal, coordinators will meet with community members (including law enforcement, mental health and medical professionals, substance abuse program providers and others) promoting education and possible solutions to this problem.

In 2015, the coordinator funded by this grant attended over 26 meetings with community members including police, mental health professionals, advocates, etc. As a result, the coordinator and the program have a better understanding of the issue and how it has impacted our local community. There are primary victims (who are often either criminal justice defendants or victims) and also their family members, considered secondary victims – the most significant of these are the children who are affected by the heroin epidemic; they are "silent victims" because they are often forgotten. This remains a goal for 2016 as collaborating with community partners for a better understanding of problems in the community and how it affects victims is an on-going issue.

# Goal 2: Advance victim advocate national training by obtaining information about other victim/witness programs and new issues within the victim assistance field to better serve crime victims of Cheshire County.

To accomplish this goal of advancing training the coordinator will attend a national conference pertaining to victimization and victims' rights. The coordinator was unable to attend a conference in 2015 due to time and financial restraints. In 2016, the coordinator funded by this grant will attend the New Hampshire Attorney General Conference on Sexual, Domestic Violence and Child Abuse in June 2016 and the Office for Victims of Crime Victims of Crime Act conference in August 2016.

# Goal 3: Improve community educational presentations on victims' rights and the victim/witness program at the County's Attorney's Office by improving the coordinator's public speaking skills.

To accomplish this goal, the coordinator will attend local Toastmasters meetings. Toastmasters International is an organization that assists individuals in building leadership and communications skills. Due to time management issues, this goal was not accomplished in 2015. The coordinator anticipates starting to attend Toastmasters meetings in March or April 2016.

## Goal 4: Expand the capacity of the victim/witness program and provide a competent coordinator for victims of domestic and sexual violence at the misdemeanor level with more services.

To accomplish this goal the coordinator will co-supervise an AmeriCorps victim assistance program member currently assigned to the County Attorney Office and mentor and guide the AmeriCorps victim assistance program member along with filing required work performance review and documentation with AmeriCorps. The AmeriCorps volunteer is integral to implementing Victims' Rights at the circuit court level where a majority of domestic violence cases are adjudicated. Our volunteer is with our office from August 2015 to August 2016 and thus far our volunteer has provided assistance to over 116 victims of domestic violence. These special victims would not have services at the Circuit Court level without the assistance of our VOCA funding and our AmeriCorps Volunteers. This remains a goal for 2016 as we have experience such wonderful success with our current volunteer that we are in the process of applying for our 2016/2017 volunteer.

## 3. Explain applicant's plan for sustainability of the proposed project and also your organization should federal funds no longer be available.

The coordinator positions would be at risk without the generosity of grant funds as the County budget strains taxpayers and the intention of the commissioners and representatives is to not increase taxes. Cheshire County partially supports this position beyond grant funding. The award of VOCA funds would be vital resource for the County Attorney's Office. Should federal funds not be available, the burden of fully supporting this position would very likely fall solely on the County and the County would likely only be able to support one person in this department instead of two. The sustainability of the Victim/Witness Program is stronger with federal resources partially funding the important work.

## 4. Describe the method(s) for evaluating success, progress, and areas in need of improvement for the proposed project.

Grant related data will be gathered and reported to the New Hampshire Department of Justice through our criminal case management program, Karpel.

The coordinators meet quarterly with the county attorney to evaluate how implementation of the program's goals are being carried out, to discuss issues that have arisen, and what changes are needed to be made for improvement. In the following years we are hopeful that a full understanding and utilization of Karpel will provide more accurate statistics and identify more areas that need improvement.

Karpel has enabled us to gather information specific to our VOCA reporting, which is now quarterly instead of annually. Specific information includes figures on contacts with victims of specific crimes (sexual assault, domestic violence, burglary), demographics, victim notification, victim impact, and assistance with victims' compensation and restitution. The new data reporting requirements are more specific than we have had in years past. It has been a challenge to implement use of the new system due to the steep learning curve; however, we are progressively moving towards greater efficiency with the system.

### 5. Describe in detail the applicant's capabilities for the financial management and in the oversight of federal grant funds.

Cheshire County's mission is to be value and service driven as an innovative and progressive leader providing cost effective county services that are required by statute. Services that Cheshire County provides include a registry of deeds, a nursing home, county sheriff, police dispatch services, county attorneys, an alternative sentencing program, a drug court, and a house of corrections, among other various services that collectively employs about 450 people and serves a population of 76,610.

Cheshire County has received and managed grants for decades. A total of 42 grants were active during 2015 with a total award value of \$5,803,281 and total 2015 revenue of \$1,214,099, of which 7 were federal, 28 were pass-through federal funds to the State, 2 were State grants and 5 were private grants. The year ended with 23 grants active; 19 new grants were added or renewed during 2015 and 19 grants closed. The county was a fiscal sponsor for about half of the grants. In addition to grant funding for the victim/witness program, the county attorney's office benefits from grant funding for a domestic violence prosecutor.

The County of Cheshire employs a full-time grants manager that oversees the fiscal and contractual obligations of all county grants. The grants manager monitors, reports, and in general manages all aspects of grant awards including approving and tracking expenses submitted for reimbursement and completing quarterly federal financial reports. In order to ensure that grant funds are kept separate from other funds, the grant manager maintains an individual spreadsheet for each grant with a summary of the grant activity including quarterly reports filed, drawdowns, itemized expenditures, and match expenditures in cash or in kind as applicable. The grants manager and the assistant finance director work closely to reconcile the grant financial activity spreadsheet with the general ledger. The County of Cheshire has established fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds. The County of Cheshire maintains a

financial management system which complies with 2 CFR Chapter I, Chapter II, Part 200, et al. "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".

As well as writing and managing grants for the County and for community organizations, the grants manager serves as a community resource to assist area non-profits in finding and writing grants and continually forwards funding opportunities to agencies looking to finance operations or specific projects. Suzanne Bansley started in June 2014 and is the current grants manager. She has an M.B.A. in managing for sustainability, and a bachelor's in finance. Suzanne has 3 years' experience managing grants and 8 years' experience in accounting, human resources, and small business management. Suzanne is passionate about serving the community and helping organizations within it succeed.

Cheshire County's mission is to be value and service driven and its grants department delivers incredible value by offsetting the costs of various County services and expanding the services in the community by being a fiscal sponsor to area organizations. The greatest asset of the grants department is that it furthers the County mission by helping to meet unique and unmet needs of county residents by obtaining and managing grants and projects that would otherwise be unaffordable. Additionally, it connects non-profits to the knowledge and resources they need to support, enhance, or expand on the services they provide. The proven success of the grants department is indication of its capability to effectively serve as fiscal sponsor of the project outlined in this RFP.

6. Please complete the project budget below. In the budget detail narrative include the source of your matching resources in clear and specific detail.

See below.

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	
Sarah Hoskins	Victim/Witness Coordinator Annual Salary \$55,400 100% time			\$50,000	\$5,540
Category A Personnel Sub-Total Federal:	\$50,000	Match:	\$5,540		

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

Name/Position	Computation			Federal	<u>Match</u>
Sarah Hoskins	20.55% of salary			\$0	\$6,960
Category B. Fringe Benefits Sub-Total Federal:	\$0	Match:	\$6,960		

**Budget Summary-** When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal (match) funds that will support the project.

Budget Category Amount	Federal	Match
A. Personnel	\$50,000	\$5,540
B. Fringe Benefits		\$6,960
C. Travel		
D. Equipment		
E. Supplies		
F. Construction		
G. Consultants/Contracts		
H. Other		
<b>Total Direct Costs</b>		
I. Indirect Costs		
<b>Total Project Costs</b>	\$50,000	\$12,500

Federal Request	\$50,000
Non-Federal Match Amount	\$12,500

#### New Hampshire Department of Justice

#### **BUDGET NARRATIVE:**

Funding in the amount of \$50,000 is requested and the County will provide a match of \$12,500.

Personnel: Funding in the amount of \$50,000 is requested for personnel. The victim/witness coordinator's total annual salary is \$55,400. The coordinator is 100% dedicated to interpreting the court system and providing direct services to victims of crime in Cheshire County and to serve as a liaison between the County prosecutors and victims and witnesses for felony level cases and domestic violence cases. The County will match \$5,540 of the coordinator's salary.

Benefits: The County will provide \$6,960 in match funding for the Coordinator's benefits, which are estimated at \$11,385 per year and is calculated as 20.55% of the annual salary and includes disability at 0.5%, life insurance at 0.6%, FICA at 7.65%, retirement at 11.2%, workers' compensation at 0.2%, and unemployment at 0.4%. The current coordinator does not elect for health and dental insurance, which represents a savings of \$8,068 annually.

### State of New Hampshire Contract Exhibit B

#### SCHEDULE OF PAYMENT

- 1. Awarded programs (subgrantees) that submit a fully executed state issued expenditure report shall be reimbursed by the State of NH within 30 days. Payment will be in the form of an electronic payment to a designated account determined by the subgrantee.
- 2. Expenditure reports should be submitted on a monthly or quarterly basis within 15 days following the end of the month/quarter activities. Electronic submission is appreciated. Expenditure reports submitted later than 30 days following the end of the quarter will be considered late.
- 3. The State's obligation to compensate and reimburse the subgrantee as stated in this agreement shall not exceed the price limitation set forth in form P-37 section 1.8 or allotment of time as set forth in section 1.7.
- 4. Subgrantees are required to maintain supporting documentation for all expenses, both federal and match and to produce said documentation upon request of this Office or any other state or federal audit authority.

#### State of New Hampshire Contract Exhibit C

## Special Provisions to the State of New Hampshire Grant Agreement pertinent to VOCA Funding

- 1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:
  - a. Adherence to the following requirements of:
    - i. Victims of Crime Act (VOCA) 42 U.S. Code Section 1402, and the VOCA Final Program Guidelines implemented in the Federal Register Vol. 62, No.77, April 22, 1997. <a href="http://ojp.gov/ovc/voca/vaguide.htm">http://ojp.gov/ovc/voca/vaguide.htm</a>.
    - ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended;
    - iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
    - v. Title IX of the Education Amendments of 1972;
    - vi. The Age Discrimination Act of 1975;
    - vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35 and 39);
    - viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at <a href="http://ojp.gov/financialguide/DOJ/pdfs/2015\_DOJ\_FinancialGuide.pdf">http://ojp.gov/financialguide/DOJ/pdfs/2015\_DOJ\_FinancialGuide.pdf</a>
  - b. Pursuant to Executive Order 13513,"Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
  - c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
- 2. Reports and Certifications Required
  - a. Subrecipient will be required to file quarterly performance reports.

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- b. Subrecipient will be required to file quarterly expenditure reports and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular desk reviews and biennial on-site monitoring visits with all Subrecipients.
- 3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
- 4. The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
- 7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-VA-GX-0007 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
- 8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (Federal Grant # here) awarded by the Office for Victims of Crime, Office of Justice

- Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
- 10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
- 11. The Subrecipient <u>must utilize volunteers</u> to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
- 12. The Subrecipient agrees that <u>all services will be provided at no charge</u> to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
- 13. The Subrecipient agrees to <u>assist victims in applying for Victims Compensation</u> benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
- 14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, needs assessments, focus groups, lobbying, participation in multi-disciplinary meetings/task forces, protocol development, substance abuse treatment services, fundraising and services to inmates even if they are victimized as a result of their incarceration.
- 15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies



to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

#### Mail:

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

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-988I

additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

- 16. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
- 17. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
- 18. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
- 19. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit
- 20. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants

Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <a href="http://www.doj.nh.gov/grants-management/civil-rights.htm">http://www.doj.nh.gov/grants-management/civil-rights.htm</a> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

24. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

#### 25. Certification Regarding EEOP Required:

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

Additional information on EEOP requirements may be found

here: http://ojp.gov/about/ocr/faq\_eeop.htm

#### **INSTRUCTIONS**

#### **Completing the Certification Form**

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section

A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

#### Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

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#### Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

#### **Section C**

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

#### Section D

Recipients that (1) receive a single award over \$500,000; and (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such subrecipient by completing Section D.

#### **Submission Process**

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15

The form can be found at:

http://ojp.gov/about/ocr/pdfs/cert.pdf

Or you may use the form on the following page.

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Subrecipient Initials 4/13/16

A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

#### **Instructions for Certification:**

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.



- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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#### DEPARTMENT OF JUSTICE

#### STATE OF NEW HAMPSHIRE



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

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

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

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

Stillman Rogers, Chair County Commissioners		
Name and Title of Head of Agency	4/13/2016	
Signature	Date	
County of Cheshire, 12 Court Street, Keene, NH	03431	
Name and Address of Agency		

NH Department of Justice Victims of Crime Act-VOCA Assistance Sub-grant application SFY 17: July 1, 2016 – June 30, 2017

#### **CERTIFICATION FORM**

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: County of Cheshire			
Address: 12 Court Street, Keene, NH 03431			
Is agency a; □ Direct or X Sub recipient of OJI			? □ Yes zXNo
DUNS Number: 005128913	Vendor Number (only if	direct recipient)	
Name and Title of Contact Person: Suzanne Bansle	<del></del>		
Telephone Number: 603-355-3023	E-Mail Address: sbansley		
Section A—Declaration Claiming Comp	lete Exemption from t	he EEOP Requirement	
Please check all the following boxes that apply.			
		ical Institution. riving a single award(s) less than \$25.	<b>,0</b> 00.
I,			[responsible
official], certify that		=	. 16.
[recipient] is not required to prepare an EEOP	for the reason(s) checked	above, pursuant to 28 C.F.R §	42.302.
I further certify that			[recipient]
will comply with applicable federal civil right	s laws that prohibit discrir	mination in employment and is	n the delivery of
services.		#61	- · · · · · · · · · · · · · · · · · · ·
ij recipieni suo-granis a single e	iwara over 5300,000, in ada	lition, please complete Section D	**
Print or Type Name and Title	Signature		Date
Section B—Declaration Claiming Exem	ntion from the EEOP	Submission Requirement s	nd Cortifying
That an EEOP Is on File for Review	ption from the 1919(91	oubmission requirement a	nu Cermying
		1 (001 000	
If a recipient agency has fifty or more employees and is a the recipient agency does not have to submit an EEOP to			
I,			[responsible
official], certify that	William adulus and a control of the		
[recipient], which has fifty or more employees	and is receiving a single a	ward or subaward for \$25,000	or more, but less
than \$500,000, has formulated an EEOP in acc			
twenty-four months, the proper authority has for			
federal law, it is available for review by the pul Civil Rights, Office of Justice Programs, U.S.			
Civil rights, Office of Justice Programs, C.S.	Department of Justice. Th	ie EEEOF is on the actile follow	ving onice.
[organization],		Street and the street and the street are the street and the street	
(			
[address].			
Print or Type Name and Title	Signature		Date
Section C—Declaration Stating that an	<b>≜</b> u\(\)		
Rights for Review	LEOF SHOP FORM MAS	s Deen Submuted to the Or	ince for Civi
If a recipient agency has fifty or more employees and is r must send an EEOP Short Form to the OCR for review.	ecciving a single award, or sub	award, of\$500,000 or more, then the	recipient agency
Sheryl Trombly, Finance Director			[responsible
official, certify that County of Cheshire			(responsion
[recipient], which has fifty or more employees	and is receiving a single	award of \$500,000 or more, h	as formulated an
EEOP in accordance with 28 CFR pt. 42, sub			
[date] to the Office for Civil Rights, Office of			
		ition, please complete Section D	
	0 (11		
Sheryl Trombly, Finance Director	, She A strove	n h/a	4/13/16
Print or Time Money and Title	2/01	"VI) -	n

NH Department of Justice Victims of Crime Act-VOCA Assistance Sub-grant application SFY 17: July 1, 2016 – June 30, 2017



## County of Cheshire

12 Court Street, Keene, NH 03431 Website: www.co.cheshire.nh.us

#### CERTIFICATE OF AUTHORITY

- I, Charles Weed, Vice Chair of the Commissioners, do hereby certify that:
- 1. I am a duly elected Officer of the County of Cheshire.
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Commissioners of the County of Cheshire duly held on <u>April 13, 2016</u>:

**RESOLVED:** That the <u>Chairman of the Commissioners</u> is hereby authorized on behalf of this County to enter into the said contract with the <u>State of New Hampshire Department of Justice</u> and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the <u>13th</u> day of <u>April, 2016</u>.

4. Stillman Rogers is the duly elected Chairman of the Commissioners of the Agency.

(Vice Chair of the Commissioners, Charles Weed)

STATE OF NEW HAMPSHIRE

County of **Cheshire** 

The forgoing instrument was acknowledged before me this <u>13th</u> day of <u>April, 2016</u> by <u>Charles</u> Weed.

Adney Bouchard, Justice of the Peace

(NOTARY SEAL)

Commission Expires: 1/28/2020



#### **CERTIFICATE OF COVERAGE**

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member:	Member Number:		Company Affording Coverage:		
Cheshire County 601 12 Court Street 1st Floor - Room 171 Keene, NH 03431			NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y	Date vvvi	Limits - NH Statutory Limits	s May Apply, If Not:
X General Liability (Occurrence Form)	1/1/2016	1/1/20		Each Occurrence	\$ 5,000,000
Professional Liability (describe)				General Aggregate	\$ 5,000,000
Claims Occurrence				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: \$1,000  Any auto				Combined Single Limit (Each Accident) Aggregate	
X Workers' Compensation & Employers' Liability	1/1/2016	1/1/20	17	X Statutory	
	1/1/2010	1/1/20	17	Each Accident	\$2,000,000
				Disease — Each Employee	\$2,000,000
				Disease — Policy Limit	
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					
CERTIFICATE HOLDER: Additional Covered Pa	rty Loss	Payee	Prim	ex³ – NH Public Risk Manage	ement Exchange
			By:	7ammy Denver	
New Hampshire Department of Justice			Date	: 4/5/2016 tdenver@nhp	rimex.org
33 Capitol Street Concord, NH 03301				Please direct inquire Primex <sup>3</sup> Claims/Coverage 603-225-2841 ph	res to: ge Services

603-228-3833 fax

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

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1.1. State Agency Name	1.2. State Agency Address					
NH Department of Justice	33 Capitol St.					
•	Concord, NH 03301					
1.3. Subrecipient Name	1.4. Subrecipient Address					
Belknap County Attorney	64 Court St. Laconia, NH 03246					
1.5 Subrecipient Phone # 527-5400  1.6. Account Number - 20-20-20-20-20-20-20-20-20-20-20-20-20-2	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$ 50,000				
1.9. Grant Officer for State Agency Kathleen B. Carr	1.10. State Agency Telephone Number 271-1234					
"By signing this form we certify that we have complied wit grant, including if applicable RSA 31:95-b."	h any public meeting requirer	nent for acceptance of this				
1.11. Subrecipient Signature 1	1.12. Name & Title of Subrecipient Signor 1 Melissa C Gulbrandsen, County Attorney					
Subrecipient Signature 2	Name & Title of Subrecipient Signor 2					
Subrecipient Signature 3	Name & Title of Subrecipient Signor 3					
1.13. Acknowledgment: State of New Hampshire, County of Belknap, on 4/1/16, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.						
1.13.1. Signature of Notary Public or Justice of (Seal) Bunda L. Jongo	Justice	NDA L. LONZO of the Peace- NH of Expires March 12, 2019				
1.13.2. Name & Title of Notary Public or Justice of the Peace						
1.14. State Agency Signature(s)  1.15. Name & Title of State Agency Signor(s)						
Kathleen Carr, Director of Administration						
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)						
By: Assistant Attorney General, On: 5 P4/6						
1.17. Approval by Governor and Council (if applicable)						
By: On: / /						

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

Subrecipient Initials
Page 1 of 6

Date 4

- AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon 9.3. signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all 9.4. reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- In accordance with the provisions set forth in EXHIBIT B, and in consideration 10. of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State 11. shall have no liabilities to the Subrecipient other than the Grant Amount.
- Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all 11.1.1 payments authorized, or actually made, hereunder exceed the Grant limitation set 11.1.2 forth in block 1.8 of these general provisions.
- COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. 11.1.4 In connection with the performance of the Project, the Subrecipient shall comply 11.2. with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the 11.2.1 Subrecipient, including the acquisition of any and all necessary permits.
- 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 connection with the Project, including, but not limited to, costs of 11.2.2 administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often 11.2.3 as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes 12. all persons, natural or fictional, affiliated with, controlled by, or under common 12.1. ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
- **PERSONNEL**
- The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed 12.2. and authorized to perform such Project under all applicable laws.
- The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual 12.3. relationship with the State, or who is a State officer or employee, elected or appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
- As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, 13. reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

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

100 4/1/16

any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this 18. Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its 19. employees.

ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or 20. subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all 21. losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to 22. constitute a waiver of the sovereign immunity of the State, which immunity is

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

#### INSURANCE AND BOND.

14.

15.

16.

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

- 17.1.1 work to obtain and maintain in force, both for the benefit of the State, the following insurance: 17.1.2
- Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and Comprehensive public liability insurance against all claims of bodily injuries. death or property damage, in amounts not less than \$1,000,000 per occurrence

and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
  - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

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

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

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

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

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

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



Section 1: Cover Page

### EXHIBIT A SCOPE OF WORK

### STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE Victims of Crime Act VOCA Assistance Application for Funding

Name of Applicant Organization: Belknap County	Name	of Applicant	Organization:	Belknap	County
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**DUNS Number:** 

073980765

SAM Registration Expiration Date:

November 22, 2016

Federal Funds Requested: \$50,000

1. Project Title: County Victim Witness Advocate

2. Grant Project start date:

July, 2016

Project end date: June, 2017

3. Project Director: Melissa Countway Guldbrandsen

Telephone: 603-527-5440 Email: mguldbrandsen@belknapcounty.org

4. Financial Officer: Lori Sharp

Telephone: 603-527-5400

Email: lsharp@belknapcounty.org

5. Primary contact person for this project is: Brenda Lonzo

Address: Belknap County Attorney's Office, 64 Court St., Laconia NH 03246

Telephone:

603-527-5440

Email: blonzo@belknapcounty.org

#### 6. Certification Required:

As the signing authority for this grant project, I hereby certify that I have read and understand the documents in APPENDIX I and, if selected for funding, will ensure that this applicant organization will comply with all terms and conditions of that agreement including the Scope of Work, the Method of Payment, and the Special Provisions.

Signature of signing authority:

Address: Belknap County Attorney's Office, 64 Court St., Laconia, NH 03246

Telephone: 603-527-5440

Email mguldbrandsen@belknapcounty.org

#### Section 2: Narrative Questions

#### VOCA Application Project Narrative: Scope of Work

1. Describe the need for the proposed project; describe the problem(s) to be addressed including any relevant statistics.

Belknap County is a rural area in the Lakes Region of New Hampshire. The county comprises 10 towns and one small city, with an overall population in the 2010 census of just over 60,000 people. The region has suffered economically, with a shift away from local manufacturing. Tourism dominates the economy. The region is spread out geographically, with no public transportation and limited infrastructure to support victims of crime.

The recent heroin epidemic has struck the region significantly, consistent with trends in the State of New Hampshire. Heroin deaths in New Hampshire have increased from 193 in 2013, 300 deaths in 2014 to 420 deaths in 2015. In Belknap County, we see "spin-off" crimes which result from the drug epidemic-from theft and burglary to other property crimes-we see the trend of drug addicts committing crimes to further their addiction. Some of the domestic violence cases we have seen also have a drug related component to them. Several of the domestic violence cases in the past several years involve the offender using illegal drugs prior to the assaults.

Detectives within the County, at the direction of this office, are increasingly working collaboratively on investigations in the region. With regular detectives' meetings, small agencies can share information, ideas and investigation strategies. This collaboration results in more active and rigorous prosecution of criminals.

In 2010 New Hampshire passed a Human Trafficking Law. Two towns in the County have on-going investigations into the trafficking of young women for profit. There is evidence that drugs are being supplied in order to coerce these young victims to participate against their will in the sex trade industry.

Another large area of criminal cases are intra-family sexual assaults. Last year, our local Child Advocacy Center investigated over one hundred allegations of Felonious Sexual Assault against both child and adult victims.

Children are particularly in need of services from this Office, ranging from assistance with obtaining support services from other agencies, filling out claims for NH Crime Victims' Compensation, preparing to testify in Court, to testifying and participating in the court process.

In 2015, 7 new cases involving child aggravated felonious sexual assault (AFSA) were presented to the Grand Jury, 3 new adult AFSA cases were presented and 2 sexual assault misdemeanor cases were prosecuted by our Office. Also in 2015, we resolved 6 child AFSA and one adult AFSA case, all of which had been presented to the Grand Jury in 2014. In addition, our office indicted a convicted sex offender for exposing himself to a large group of children at the local middle school. He was convicted of 3 felonies after a jury trial at which 4 of those children testified

It is vital a Victim Witness Coordinator be available for victims of crime to provide crisis intervention and support to address their immediate emotional and physical needs. It is clear that having a victim assistance coordinator readily available to act as liaison and support to victims clearly enhances the efficiency of criminal prosecutions.

- 2. Describe the proposed project: How will your project address the problems stated above?
  - a. <u>New projects</u>- provide a full narrative of what services will be provided, what segment of the population the services will address and how those services will be evaluated.

As the State is shifting toward filing all felonies in the Superior Court-bypassing the Circuit Courts - and resolving cases earlier (referred to as Early Case Resolution), the importance of strong and effective communication with victims is imperative. The goal is to determine very early in the court process which cases can be resolved quickly, with input and agreement from the victim. Early case resolution often leads to more satisfaction from victims, in the form of sanction to the Defendant, restitution to the victim, and overall closure for the victim.

Starting July 1, 2016, our office will be the third County in the State to implement the "Felonies First" Legislation (SB 124) which means that all felony cases will begin in the Superior Court instead of being filed in circuit court for the arraignment, bail hearings and probable cause hearing. As such, our Office will be immediately involved with all Felony arrests, many of which involve domestic violence. Our Victim Witness Coordinator will therefore be involved with all the victims at an earlier time in the case. They will need information, support and referrals for the initial stages of the court process.

With this new process of handling felony cases, our limited resources will be stretched to take on the additional need for victim support early in the case. Traditionally, local police departments have provided this support to the victims either through the police prosecutor or through their own volunteer victim witness advocates. Our Office will therefore be coordinating these volunteers and providing direct services to ensure that appropriate victim services are provided in accordance with the Victim's Bill of Rights.

Another on-going project, with a new emphasis, is the regular use of the Lethality Assessment Protocol (LAP) by our local police agencies. Most—but not all—of our Police Departments are using the LAP. This is a tool which enhances victim services. Our Office will be coordinating an effort, at the request of the Attorney General's Office to: 1) encourage 100% of our agencies to utilize the LAP; and 2) gather statistics from each agency regarding their use of the LAP.

We will evaluate our efforts through the use of our existing Prosecution Database known as Prosecutor by Karpel (PBK). This database has statistical and reporting tools which our Victim Witness Coordinator regularly uses. We also have a volunteer intern from a local law school who will be spending her summer with us, and one of her projects will be to develop an on-line survey that we will provide to our victims for their evaluation and feedback. We will survey them on the responsiveness of our Office and our local volunteers in the early phases of the criminal prosecution of their case. Finally, the LAP data analysis will consist of disseminating – and tracking agency responses through setting and enforcing deadlines – a one-page form for each agency to complete regarding their use of the LAP protocols. This will facilitate on-going discussions at our monthly meeting with Police Chiefs to increase the use of the LAP county-wide.

b. Existing projects - describe how additional grant funding will enhance, expand or help to sustain current services. Your narrative should also include a brief description of successes and accomplishments to date; and describe any continuing or new challenges your project will work to overcome.

The Victim Witness Coordinator currently works with all crime victims whose cases are being prosecuted in this office. It is important to have contact with victims as soon as possible, with a focus on the NH Victim Bill of Rights (RSA 21-M-:8-k). Victims are entitled to guidance through the criminal justice system by keeping them informed of court dates, status of case, plea negotiations and other pertinent information. As our process works now, and has for many years, we become involved with Victims after a defendant has been indicted. Victims are consulted for their input on sentencing, which is another right under the Victim Bill of Rights. Victims are provided information and referrals to social, mental health, medical services and financial services that may be available to them. The Victim Witness Coordinator explains the criminal and trial process including bail issues with violent offenders with a special emphasis on safety planning.

For child-victim cases, the relationship begins with an interview at the Child Advocacy Center. Representatives from this office attend the majority of these interviews. The Victim Witness Coordinator also participates in interviews as her schedule allows. The relationship with

the victim continues with meetings and tours of the Court facility, and continues through the life of the case, through trial, and beyond. The office keeps crime victims informed of all Court dates along with legal updates throughout the pre-trial litigation process. At the initial stages, referrals are made for the victim for other services. In certain cases, an application is given to the victim for the NH Victims' Compensation Program and assistance is given to help the victim fill it out.

The Victim Witness Coordinator also facilitates the swift return of property to victims, when the property is being held and used as evidence. The coordinator also will contact insurance companies and medical providers to obtain proper documentation for restitution purposes so that Defendants may be held accountable for the costs of their crime. This work also ensures accurate restitution payments to victims.

During court proceedings, the Victim Witness Coordinator provides support prior, during and after and helps prepare for any testimony with what to wear, what time to appear and tips on keeping calm and witness tips on testifying. The Victim Witness Coordinator also arranges transportation to and from the court house and intercedes with work and or school. The coordinator also works with the clerk of court to address scheduling matters in an attempt to minimize inconvenience and disruption to the victim.

After conviction, there are post-conviction services with notices to the jail and or prison with an explanation that they have a right to be notified of the parole hearings, motions to suspend or if there is an appeal what to expect, how long is the process and the end result all the while providing emotional support.

To further describe the work of our Victim Witness Coordinator (VWC), the following is a synopsis from a recent Domestic Violence case that went to trial and resulted in Felony convictions against the Defendant. The work of the VWC on this case continues to this day. This Domestic Violence case was referred to our office from a local police department and involved a defendant and his spouse. This defendant was indicted on February 19, 2015 for 3 charges of Felony second degree assault (strangulation), 3 charges of criminal threatening and 5 charges of simple assault. The VWC began by sending an introduction letter to the victim advising her of these charges, what to expect in the criminal justice system, information about NH Victims' Compensation Program, the current court dates along with a request to meet with her personally. From that time on, the VWC kept in contact with her with numerous phone calls, letters and meetings in person. The issue for this victim was that the defendant lived around the corner from her. In addition, after he was arrested by the Police, he had posted a photo of her on his Facebook page that was offensive and scared her. During the pendency of this case, which went to trial in November 2015, the defense filed motions to obtain her private medical records, and the Court granted this request after a hearing. The Victim Witness Coordinator worked closely with the victim through this process. The victim expressed that she felt that this was private information and that she didn't think it was

fair for the defendant to have access to her private medical records. The VWC was integral in explaining the legal aspects of the Court's order and helped the victim process and deal with this further victimization. Trial was initially set for June of 2015 but the victim had long standing vacation plans with plane tickets purchased so the State asked for, and was granted a continuance. The trial was then set for August 2015 and then continued again to September and ultimately went to trial in late November 2015. Throughout the scheduling and rescheduling, the VWC had to both advocate for the victim (to accommodate her schedule) and keep her informed as the trial date kept changing.

The victim and the Victim Witness Coordinator initially arranged for three different meetings for which the victim did not appear. The VWC soon realized, and understood, that the victim was having a hard time traveling to our Office, and that she was stressed out about even coming to the court house. After many phone calls, the VWC was able to communicate her empathy for the victim for her fear of the appointment, but convinced her that it wouldn't be fair to her if she wasn't prepared for her case. The victim ultimately came to the court house, and the VWC provided a court tour and information about what to expect from the trial. In addition, the victim had assistance from the VWC in applying for the NH Crime Victims' Compensation Program for counseling, which was ultimately awarded. The Victim Witness Coordinator made a referral to a counselor in her town as well.

Throughout trial, the victim attended Court every day and needed the support and comfort of the VWC. She was well-prepared for her testimony due to the efforts of the VWC. Despite grueling and difficult cross-examination by the Defense, the jury returned Guilty verdicts on the 3 felonies and 5 simple assaults. At the urging of the VWC, the victim finally began counseling after the verdict in November of 2015. The Defendant was detained pending his sentencing. The victim attended the sentencing hearing, again with the support of the VWC, and provided a detailed victim impact statement that the court considered. The defendant was sentenced and is currently at the NH State Prison. He has appealed his verdicts and filed for a motion to be released pending the appeal. A hearing will be held soon and there is the possibility that he will be released pending his appeal. There is a no contact order of course but this is still very unsettling for the victim. The VWC, has explained the post-conviction processes to the victim with patience and has continued to provide support to her.

With the increasing need for victim services, in this small, rural county, it is imperative that we are able to continue to provide services through the work of the Victim Witness Coordinator, with support from this grant. The funding provided by this grant allows us to maintain our current services as described above. The grant directly funds a portion of the VWC's salary and benefits, thus ensuring that her work continues for the benefit of the victims of felony crimes.

c. Both new and existing projects- provide a detailed description of services to be delivered and how that delivery will be implemented. Also include project goals,

objectives and the activities that will ensure goals are accomplished. Goals and objectives outlined in this section should be clearly defined and quantifiable. Each goal should be fully described along with its' accompanying objectives, activities, and performance measures. Goals should represent general statements of the desired results or outcomes of the project. Goals should be both realistic and achievable. Activities are performed to accomplish the objectives; they are the key operational elements of the project and must be specific and measurable. Please ensure your project is within the parameters set by the special conditions as stated in Appendix 1.

Last year, the coordinator assisted 162 new victims of indicted cases in which the crimes charged included: physical assault, sexual assault, witness tampering, stalking, burglary, homicide and theft. Not all crimes are alike, nor are all victims affected the same way by crime, but most victims do experience some sense of loss as a result of crime. Many victims report feeling powerless, shock, fearful, guilt, confused, numbness and anger. Victims may also suffer from insomnia, headaches, muscle tension and nausea. Many victims experience serious trauma as a direct result to the aftermath of the crime. Victims may have physical, emotional, psychological injuries as well as a financial cost. They may have physical injuries that are still in recovery that they may never recover from fully. Financial costs include medical bills, replacing damaged or stolen property, counseling, and funeral costs.

When victims do not receive the appropriate support and intervention in the aftermath of the crime, they suffer "secondary injuries". Victims may lack knowledge of the criminal justice system and the affect of that is that they retreat to the background and their voices go unheard during the investigation, prosecution and sentencing. If victims are to recover from the impact of crime, it is crucial that they are provided with the proper support throughout the criminal justice system.

The Victim Assistance Coordinator follows the best practice model as outlined in the NH Attorney General's Protocol on Child abuse, Domestic Violence and Sexual Assault. She is also a team member of the Greater Lakes Child Advocacy Center investigative team which is a Child Advocacy Center for children suspected of being abused that allows for earlier intervention. In addition, she is also a team member of the Belknap County Sexual Assault Resource Team designed to increase awareness of services to sexual assault victims and follow victim centered approaches to investigations and prosecutions. Both of these teams involve case reviews to improve services to victims.

The goals and objectives of the program are to continue to improve our efforts to assist crime victims in Belknap County, and to prevent re-victimization through the criminal court process. We are continually striving to work more efficiently, as our case-load increases, while

maintaining the strong personal touch required for this job. Efficiencies are achieved through increasingly using automated notification systems available through our computer data base. This data base allows us to track all cases and court dates, and will generate personalized letters to keep victims informed of the same. We have also instituted e-mail notifications where the victim has agreed to receive e-mail on case progress, court dates, and court orders. With Felonies First, our goal is to provide our same level of excellence in victim services even earlier in the case. One aspect of Felonies First is to provide "better justice sooner." This model benefits victims too—giving them closure and resolution as soon as practical. Our Office must ensure full compliance with the Victim's Bill of Rights in light of a push by the Courts toward earlier case resolution.

3. Explain applicant's plan for sustainability of the proposed project and also your organization should federal funds no longer be available.

The VWC is an integral part of the functioning of this Office, and is the primary liaison with victim's of crime. The overall budget of the office is just under \$750,000, and the annual award has been \$26,500, thus representing a significant percentage of the budget. The County is funded predominantly through property taxes, and the annual budget process seems to focus on keeping the funds raised by property tax to a minimum.

The Belknap County Attorney's Office is comprised of four attorneys (County Attorney, Deputy County Attorney and two Assistant County Attorneys), two full time and one part-time support staff and our VWC. One of our general staff positions was eliminated through the 2015 budget process, which in turn has limited the support staff available to the victim assistance coordinator. In the recent 2016 budget process, the County Delegation approved adding another Assistant County Attorney to the staff, effective July 1, 2016. This position was added to address the increased work associated with Felonies First. Although the County is generally frugal in the budgeting process, it has supported and funded the VWC for well over 20 years. If federal funds were not available, the position would be supported through the standard budget process. We also rely on volunteers within our Office, whether through law schools or retirees. This avenue could not replace the VWC, but is certainly a mechanism to ensure the victims are provided with some level of support, and to evaluate the program through statistical analysis.

4. Describe the method(s) for evaluating success, progress, and areas in need of improvement for the proposed project.

Success, progress and areas for improvement will be evaluated in two ways: first through direct feedback from the victims themselves, and second through self-reflection and evaluation. With a small office, we often spend time discussing our cases in the course of our day-to-day office interactions.

The VWC routinely meets with each attorney to discuss case status and updates. Our filing process for all Court pleadings includes providing copies to the VWC so that she is aware of what is happening in each victim-case. Through the above referenced resource teams (Child Advocacy and Sexual Assault), we have routine case review in which a specific case is anonymously discussed in depth. The focus of that review is to evaluate the pros and cons of how the case was processed from the victim's perspective. As discussed above, we will be developing an internet-based survey to be disseminated to our victims for their direct feedback.

5. Describe in detail the applicant's capabilities for the financial management and in the oversight of federal grant funds.

Belknap County operates under a centralized finance/accounting structure. The Finance Department has full oversight and all of the necessary resources to manage all grant/sub-grant requirements. We also utilize an enterprise wide financial accounting system, Munis from Tyler Technologies, that records all activity in real-time. The County Attorney's Office also has full inquiry and reporting access.

6. Please complete the project budget below. In the budget detail narrative include the source of your matching resources in clear and specific detail.

#### Section 3: Budget and Budget Narrative

#### New Hampshire Department of Justice Budget Detail Worksheet

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

Barbara Belmont/Victim \$61,089.60 \$50,000. \$10,000.

Witness Coordinator \$000 of time devoted to victim advocacy

Category A Personnel	\$50,000,00	Mataha	\$12.50Ô
Sub-Total Federal:	\$50,000.00	Wisten:	\$12,500.

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

Name/Position Computation Federal Match
Barbara Belmont/Victim \$8,109.24 \$2,500.

Category B. Fringe Benefits Sub-Total Federal:	Match:	\$2,500.

C. ITAVEL - HOME CU	avel expenses of project	personnel by pur	pose (e.g., staff to tra	ining, field
interviews, advisory	group meeting, etc.). Sho	w the basis of con	mputation (e.g., six p	cople to 3-day
training at	ΦΥ/11-4			
listed separately Sho	g, \$X subsistence). In tra w the number of trainees	uning projects, tra	evel and meals for tra	unces should be
travel if known India	cate source of Travel Pol	icies annlied An	s involved, identity i nlicant or Federal Tr	ne location of
Purpose of Travel	Location Item			
		•		
Category C.	<del></del>	<del></del>		
Travel		Match:		
Sub-Total Federal:	,	Match.		
reactur.				,
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D. Equipment - Non-	expendable equipment is	s tangible propert	v having a useful life	of more than two
	on cost of \$5,000 or more			
	y or in the "Other" categ			
success of the project.	Attach a narrative descr	ibing the procure	ment method to be u	sed.
Item Com	outation		Federa	Match Match
Category D Sub-Total		/atch:	· ·	
Category D Sub-Total Federal:	N	latch:		
Category D Sub-Total Federal:	N	/atch:		
Category D Sub-Total Federal:	N	latch:		
Federal:  E. Supplies - List iter	ns by type (office suppli	es, postage, train	ing materials, copying	ng paper, and
E. Supplies - List iter expendable equipmen	ns by type (office suppli-	es, postage, train	pooks, hand held tap	e recorders) and
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	rule, construction costs are wable. Check with the pro			
Purpose Descriptio Project category Not A	n of Work pproved by NH Departu	nent of Justice	Federal	Match
G. Consultants/Contra Federal Acquisition Regulations	cts - Indicate whether applare followed.	licant's formal, written	Procurement P	colicy or the
daily fee (8-hour day), a	or each consultant enter the nd estimated time on the p cation and prior approval and Service Provided	roject. Consultant fees		
		•		•
		• • •		
		•		
		!	•	
Category G-I Consultant Fees: Sub-Total Federal:		Match:		
G-2 Consultant Expens addition to their fees (i.e., travel, meals, lodgi	es: List all expenses to be ng, etc.)	paid from the grant to	the individual	consultants in
Item Location	Computation		Federal	Match

Category G-2 Consultant Expenses Sub-Total Federal:	-	Match:	
G-3 Cantracts: Provi	de a description of the produc	ct or servic	e to be procured by contract and an
estimate of the cost. A	Applicants are encouraged to	promote fr	ee and open competition in awarding source contracts in excess of \$100,000.  Federal Match
Category G-3 Contracts Sub-Total Federal:		Match:	·
investigative or confi provide the square for how many months to	idential funds) by major type otage and the cost per square	e and the	none, janitorial or security services, and basis of the computation. For example, ent, or provide a monthly rental cost and  Federal Match
		:	
Category H. Other Costs Sub-Total		Match:	

I. Indirect Costs - Indirect costs are allowed at the applicant' federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, the applicant may submit either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate of 10% of modified total direct costs as defined in §200.414 Indirect (F&A) costs, paragraph (f) of the Federal Register Vol. 78 No 248; 2 CFR Part 200

Computation	<del></del>	Federal	Match
	Match:	•	
	Computation		

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal (match) funds that will support the project.

Budget Category Amount	Federal	Match
A. Personnel	50,000.00	10,000.00
B. Fringe Benefits		2,500.00
C. Travel	·	
D. Equipment		
E. Supplies		
F. Construction		
G. Consultants/Contracts		
H. Other		
Total Direct Costs		
L. Indirect Costs		
Total Project Costs		

Federal Request	50,000.00
Non-Federal Match Amount	12,500.00

#### New Hampshire Department of Justice

#### **BUDGET NARRATIVE:**

The total annual salary for this position is \$61,089.60. The \$10,000 and \$2,500 figures represent the 20% match of the federal funds requested.

#### State of New Hampshire Contract Exhibit B

#### SCHEDULE OF PAYMENT

- 1. Awarded programs (subgrantees) that submit a fully executed state issued expenditure report shall be reimbursed by the State of NH within 30 days. Payment will be in the form of an electronic payment to a designated account determined by the subgrantee.
- 2. Expenditure reports should be submitted on a monthly or quarterly basis within 15 days following the end of the month/quarter activities. Electronic submission is appreciated. Expenditure reports submitted later than 30 days following the end of the quarter will be considered late.
- 3. The State's obligation to compensate and reimburse the subgrantee as stated in this agreement shall not exceed the price limitation set forth in form P-37 section 1.8 or allotment of time as set forth in section 1.7.
- 4. Subgrantees are required to maintain supporting documentation for all expenses, both federal and match and to produce said documentation upon request of this Office or any other state or federal audit authority.

#### State of New Hampshire Contract Exhibit C

## Special Provisions to the State of New Hampshire Grant Agreement pertinent to VOCA Funding

- 1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:
  - a. Adherence to the following requirements of:
    - i. Victims of Crime Act (VOCA) 42 U.S. Code Section 1402, and the VOCA Final Program Guidelines implemented in the Federal Register Vol. 62, No.77, April 22, 1997. <a href="http://ojp.gov/ovc/voca/vaguide.htm">http://ojp.gov/ovc/voca/vaguide.htm</a>.
    - ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended;
    - iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
    - v. Title IX of the Education Amendments of 1972;
    - vi. The Age Discrimination Act of 1975;
    - vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35 and 39);
    - viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015 DOJ FinancialGuide.pdf
  - b. Pursuant to Executive Order 13513,"Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
  - c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
- 2. Reports and Certifications Required
  - a. Subrecipient will be required to file quarterly performance reports.

NH Department of Justice Victims of Crime Act-VOCA Assistance Sub-grant application SFY 17: July 1, 2016 – June 30, 2017



- b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.
- 3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
- 4. The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
- 7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-VA-GX-0007 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
- 8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (Federal Grant # here) awarded by the Office for Victims of Crime, Office of Justice



- Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
- 10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
- 11. The Subrecipient <u>must utilize volunteers</u> to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
- 12. The Subrecipient agrees that <u>all services will be provided at no charge</u> to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
- 13. The Subrecipient agrees to <u>assist victims in applying for Victims Compensation</u> benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
- 14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, needs assessments, focus groups, lobbying, participation in multi-disciplinary meetings/task forces, protocol development, substance abuse treatment services, fundraising and services to inmates even if they are victimized as a result of their incarceration.
- 15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies



to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

#### Mail:

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

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881

additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

- 16. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
- 17. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
- 18. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
- 19. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit
- 20. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants

WC6/1/10

Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <a href="http://www.doj.nh.gov/grants-management/civil-rights.htm">http://www.doj.nh.gov/grants-management/civil-rights.htm</a> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

24. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION



A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

#### Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.



- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### DEPARTMENT OF JUSTICE

#### STATE OF NEW HAMPSHIRE



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

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

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

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

Melissa Guldbrandsen, County Attorney

Name and Title of Head of Agency

Hally

Signature

Bellman County Attorney's Office (or Count Street

Name and Address of Agency

Lacania NH

03246



#### DEPARTMENT OF JUSTICE

#### STATE OF NEW HAMPSHIRE



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

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

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

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

Name and Title of Head of Agency	
Signature Shackett	
Belknap County, 34 County Dr., Laconia, NH 03246	

NH Department of Justice Victims of Crime Act-VOCA Assistance Sub-grant application SFY 17: July 1, 2016 – June 30, 2017

**CERTIFICATION FORM** \* Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D. Recipient's Name: Berknan County NH 03246 Address: 64 Court 5+ LALONIA Is agency a; p Direct or □ Sub recipient of OJP, OVW or COPS funding? | Law Enforcement Agency? □ Yes No Vendor Number (only if direct recipient) DUNS Number: 1513 780765 Name and Title of Contact Person: De bla Shockett County Administrator E-Mail Address: practotte bellerap carry. Telephone Number: Loz 527-5440 Section A-Declaration Claiming Complete Exemption from the EEOP Requirement Please check all the following boxes that apply. Medical Institution. n Less than fifty employees. n Indian Tribe a Receiving a single award(s) less than \$25,000. Educational Institution □ Nonprofit Organization [responsible official, certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. [recipient] I further certify that will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services. If recipient sub-grants a single award over \$500,000, in addition, please complete Section D Signature Date Print or Type Name and Title Section B-Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305): Debra Shackett [responsible official, certify that Belknap County [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office: Belknap County [organization]. [address]. Debra Shackett, County Administrator Print or Type Name and Title Section C-Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review. responsible official], certify that [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. 4() If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Signature

Date

Print or Type Name and Title



# BELKNAP COUNTY COMMISSIONERS 34 County Drive Laconia, NH 03246 Phone (603) 527-5400 Fax (603) 527-5409

David DeVoy Chairman

E Hunter Taylor Vice-Chairman

Richard Burchell Clerk

#### **CERTIFICATE OF AUTHORITY**

- I, Hunter Taylor, Vice Chairman of the Commissioners, do hereby certify that:
- 1. I am a duly elected Officer of the County of Belknap.
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Commissioners of the County of Belknap duly held on <u>March 16, 2016</u>:

**RESOLVED:** That the <u>Chairman of the Commissioners</u> is hereby authorized on behalf of this County to enter into the said contract with the <u>State of New Hampshire Department of Justice</u> and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- 3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 16th day of March, 2016.
- 4. David D. DeVoy, II is the duly elected Chairman of the Commissioners of the Agency.

Vice Chair of the Commissioners, Hunter Taylor)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this <u>13</u> day of <u>April, 2016</u> by <u>Hunter Taylor</u>.

(NOTARY SEAL)

Jamie L. Ellsworth, Notary Public My Commission Expires October 21, 2020

**Commission Expires:** 



#### BELKNAP COUNTY COMMISSIONERS

34 County Drive Laconia, NH 03246 Phone (603) 527-5400 Fax (603) 527-5409 David DeVoy Chairman Sanbornton

Hunter Taylor Vice-Chairman Alton

Richard Burchell Clerk Gilmanton

## Commission Meeting Minutes March 16, 2016

In Attendance: Commissioners David DeVoy, Hunter Taylor and Richard Burchell and County Administrator Debra Shackett.

Minutes 3/2/16: M/Taylor, S/Burchell to approve the minutes of 3/2/16. Unanimous. Motion passed.

<u>Previously Signed Documents:</u> M/Taylor, S/Burchell to ratify the previously signed documents. Unanimous. **Motion passed**.

#### **Previously Signed Documents**

<b>Document Date</b>	Document
3/2/2016	Bauen Contracts
3/2/2016	Transfer Request # 2015.64
3/3/2016	Payroll Manifest
3/3/2016	A/P Manifest
3/10/2016	Payroll Manifest
3/10/2016	A/P Manifest

<u>Calendar:</u> Commissioner DeVoy stated the Belknap County Economic Development has their annual meeting this evening.

<u>County Attorney Grant:</u> Barbara Belmont, Victim Witness Advocate explained the grant is the same as always except it is increasing from \$20,000.00 to \$50,000.00. M/Taylor, S/Burchell to approve the grant application. Unanimous. **Motion passed**.

<u>Nursing Home Kiosks:</u> Robert Hemenway, Interim Nursing Home Administrator, asked the board to waive the bidding policy to purchase the kiosks. M/Burchell, S/Taylor to waive the bidding process to purchase the kiosks for the nursing home. Unanimous. **Motion passed**.

Administrator Shackett stated there is a request to move forward with electronic medical records. M/Taylor, S/Burchell to allow the nursing home to proceed with electronic medical records. Unanimous. Motion passed.

Other: Commissioner Burchell asked for a schedule of annual evaluations for department heads.

Adjourn: M/Taylor, S/Burchell to adjourn the meeting at 9:15 am.

Respectfully submitted,

Jamie Ellsworth

Administrative Assistant

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

1. Identification and Definitions.	KOVISIONS		
1.1. State Agency Name Department of Justice	1.2. State Agency Address 33 Capitol Street, Concord, NH, 03301		
1.3. Subrecipient Name Grafton County Attorney's Office	1.4. Subrecipient Addre College Hwy., No Have		
1.5 Subrecipient	1.7. Completion Date 06/30/2017 1.8. Grant Limita \$50,000		
1.9. Grant Officer for State Agency Kathleen B. Carr	1.10. State Agency Tele (603) 271-0110	phone Number	
"By signing this form we certify that we have complied wit grant, including if applicable RSA 31:95-b."	th any public meeting requiren	nent for acceptance of this	
1.11 Subrecipient Signature 1	1.12. Name & Title of S	_	
Subrecipient Signature 2	Name & Title of Subrec	cipient Signor 2	
Subrecipient Signature 3 Name & Title of Subrecipient Signor 3			
1.13. Acknowledgment: State of New Hampshire, County of Grafton, on S/17/16, before the undersigned officer, personally appeared the person identified in block 1 known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., a acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public of Justice of (Seal)	AL	ISON Z. FARINA	
1.13.2. Name & Title of Notary Public or Justice of the Peace My Commission Expires Marsh 23  Hism Farina Ottice admin-Notary Public or Justice admin-Notary Public of the Peace My Commission Expires Marsh 23			
1.14. State Agency Signature(s)	1.15. Name & Title of S		
1.16. Approyal by Attorney General (Form, Sub-	Stance and Execution) (if G	& C approval required)	
By: Assistant Attorney General, On: 6 / 6/ 6			
1.17. Approval by Governor and Council (if app	plicable)		
By:	By: On: / /		
2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A			

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

Subrecipient Initials
Page 1 of 6

Date

5)

- AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon 9.3. signature by the State Agency as shown in block 1.14 ("the effective date").
- Except as otherwise specifically provided herein, the Project, including all 9.4. reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- GRANT AMOUNT: LIMITATION ON AMOUNT; VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 5.2
- In accordance with the provisions set forth in EXHIBIT B, and in consideration 10. of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State 11. shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all 11.1.1 payments authorized, or actually made, hereunder exceed the Grant limitation set 11.1.2 forth in block 1.8 of these general provisions.
- COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the 11.2.1 or all, of the following actions: 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 connection with the Project, including, but not limited to, costs of 11.2.2 administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often 11.2.3 as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes 12. all persons, natural or fictional, affiliated with, controlled by, or under common 12.1. ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
- PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed 12.2. and authorized to perform such Project under all applicable laws.
- The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual 12.3. relationship with the State, or who is a State officer or employee, elected or 8.3. appointed.
  - The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, 13. reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- Any one or more of the following acts or omissions of the Subrecipient shall 11.1. constitute an event of default hereunder (hereinafter referred to as "Events of
- Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or Failure 11.1.4
- 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,
- - Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
  - Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
  - Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

#### TERMINATION.

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

N.1/12

- any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this 18. Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its
- ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, 15. or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the 20. prior written consent of the State.
- INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold 16. harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, 21. liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is 22. hereby reserved to the State. This covenant shall survive the termination of this agreement.
- INSURANCE AND BOND. 17.
- The Subrecipient shall, at its own expense, obtain and maintain in force, or 17.1 shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the 24. following insurance:
- Statutory workmen's compensation and employees liability insurance for all 17.1.1 employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, 17.1.2 death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
  - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
  - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  - AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
  - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
  - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



#### EXHIBIT A: Scope of Work

1. Describe the need for the proposed project; describe the problem(s) to be addressed including any relevant statistics.

The Office of the Grafton County Attorney must be staffed with individuals specifically trained for the purpose of assuring compliance with RSA 21-M:S-k Victims Bill of Rights and all that it entails. This entails a professional, properly staffed Victim-Witness Program. The victims bill of rights requires that all victims be notified thl'Oughout the court process, something the Victim Witness Program wishes to do. Grafton is large geographically, 1,700 square miles, with over 38 towns and one city. When working with victims, the geography must be taken into account, as the referral services are many and varied. Just by way of example, Grafton County is served by three advocacy programs that are all located at least 40 minutes, and in two cases an hour, from the office. Grafton is also served by three different DCYF offices and three different Elderly and Adult Services offices. In addition, there is very limited public transportation and none to the courthouse. Thus reaching out to victims, while vital, can be challenging and time consuming.

Moreover, over the last few years there has been an increase in the number of cases the program is opening which involve a death. The Coordinators must stay current in training to meet the needs of victims on cases where a defendant is charged with providing drug substances which resulted in death, cases where a charge of negligent homicide cannot be established but the coordinator is involved, and situations the coordinators are brought in at the request of police departments needing a qualified point of contact for a victim's family. Accordingly, this grant has requested increased funding so this training can be obtained by the coordinators and their staff.

The program is increasingly involved earlier in felony cases in order to provide better service and support to victims. This is anticipated to increase with the advent of Felony First. Accordingly, additional staff time is needed.

Coordinators are also now working with victims of sexual assault and domestic violence in the circuit court level, and will be offering victim services for other crimes as well if we have the staff time. This in part depends on whether we receive an AVAP. These necessary advancements in service are resulting in an increase in the number of victims being served.

Describe the proposed project: How will your project address the problems stated above? <u>Introduction</u>: to put it simply, our project proposes providing funding for the staff time needed to comply with the Victim's Bill of Rights and serve victims with the compassion vital to this work. The proposal is as follows:

<u>New projects</u>- provide a full narrative of what services will be provided, what segment of the population the services will address and how those services will be evaluated.

New Hampshire has started an initiative called "Felony First." Pursuant to this initiative, the County Attorney Offices will be responsible for felony level cases at arrest. Previously, local law enforcement remained responsible until indictment. One of the benefits of felony first is that victims will be connected to victim services earlier in the process. However, this involves significant more work for the victim witness coordinators, including unscheduled requests for

#### **VOCA Application Project Narrative: Scope of Work**

### 1. Describe the need for the proposed project; describe the problem(s) to be addressed including any relevant statistics.

The Office of the Grafton County Attorney must be staffed with individuals specifically trained for the purpose of assuring compliance with RSA 21-M:8-k Victims Bill of Rights and all that it entails. This entails a professional, properly staffed Victim-Witness Program. The victims bill of rights requires that all victims be notified throughout the court process, something the Victim Witness Program wishes to do. Grafton is large geographically, 1,700 square miles, with over 38 towns and one city. When working with victims, the geography must be taken into account, as the referral services are many and varied. Just by way of example, Grafton County is served by three advocacy programs that are all located at least 40 minutes, and in two cases an hour, from the office. Grafton is also served by three different DCYF offices and three different Elderly and Adult Services offices. In addition, there is very limited public transportation and none to the courthouse. Thus reaching out to victims, while vital, can be challenging and time consuming.

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Describe the proposed project: How will your project address the problems stated above? Introduction: to put it simply, our project proposes providing funding for the staff time needed to comply with the Victim's Bill of Rights and serve victims with the compassion vital to this work. The proposal is as follows:

<u>New projects</u>- provide a full narrative of what services will be provided, what segment of the population the services will address and how those services will be evaluated.

New Hampshire has started an initiative called "Felony First." Pursuant to this initiative, the County Attorney Offices will be responsible for felony level cases at arrest. Previously, local law enforcement remained responsible until indictment. One of the benefits of felony first is that victims will be connected to victim services earlier in the process. However, this involves significant more work for the victim witness coordinators, including unscheduled requests for



assistance. Thus assistance with personnel costs is vital.

Also, the Office of the Grafton County Attorney would like to expand its victim services programs at the circuit court level. First we would like to include domestic and sexual assault victims at the circuit court level. Previously we had an AVAP, but did not receive an applicant last year. We receive partial grant funding to continue the work through June 30<sup>th</sup>. We would like to offer these services and outreach with our 38 towns and one city (a significant amount of outreach) to ensure these services are offered. We are also beginning to do circuit court work for some towns, and would like victim services for all victims in those towns, and answer questions for victims in other towns as well.

We also want advanced training, especially in regards to handling cases involving deaths. This grant funds \$1,500 in additional training for the Victim Witness Program.

The project pays for additional staff time to ensure we can reach these goals.

<u>Existing projects</u> - describe how additional grant funding will enhance, expand or help to sustain current services. Your narrative should also include a brief description of successes and accomplishments to date; and describe any continuing or new challenges your project will work to overcome.

#### Brief Description of Successes and Accomplishments to date

Our success to date is a well run victim witness program serving all victims of felonies in Grafton County, and some victims of misdemeanor level offenses. Brief description of successes and accomplishments to date can be expressed by some of our 2015 data. Noting that each service is only counted once per individual on each case, in 2015 the Victim/Witness Program accomplished the following:

- 63 victims were contacted prior to charges being filed in a case.
- Notification to 240 victims of charges being filed against a defendant,
- 61 Initial Impacts were completed and returned by victims.
- 101 victims contacted in order to schedule meetings with the prosecution team
- 190 victims notified regarding defendant bail conditions
- 118 victims notified via phone or email regarding potential plea offers
- 81 verbal responses from victims regarding potential plea offers.
- 133 victims responded in writing regarding potential plea offers.
- 329 victims received notifications of trial schedules as they were issued from the court
- Over 1,085 victims notified of hearings being scheduled.
- 197 requests for victim notification filed with the jail and prison

Significantly victims were treated with kindness by dedicated professionals that sought to explain the criminal justice system, and protect their rights.

The most substantial and continuing challenge we are working to overcome is the increasing demand on the time of the coordinators. Felony First is part of a shift to earlier victim contact and meeting more frequently with them requires coordinators to review a higher volume of cases earlier in the process as well as. The program will become tasked with assuring compliance with the Victim's Bill of Rights essentially from the time of arrest. The county is geographically the largest in the state, meeting with victims often involves travel upwards of 1 hour each way. There continues to be an increase in the use

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of email for correspondence with victims and witnesses. While it is the least expensive means to convey information as quickly as possible, it has resulted in a backlog of emails which must be tediously compiled and preserved on each of the cases. Emails do not alleviate the need to meet face to face with victims as well. The Karpel system of software continues to advance in how it can be used to meet the needs of the Victim/Witness Program and reporting on statistics. The loading of information for grant counting purposes is an added task on the coordinators. The Coordinator II monitors and updates V/W templates and how data regarding victims is compiled.

Grafton County is seeking \$28,016.00 towards the salary of one of its two Victim Witness Coordinators. It is seeking \$14,518.00 to pay for 20 hours of a new position – circuit court victim witness services for circuit court prosecutors.

Both new and existing projects- provide a detailed description of services to be delivered and how that delivery will be implemented. Also include project goals, objectives and the activities that will ensure goals are accomplished. Goals and objectives outlined in this section should be clearly defined and quantifiable. Each goal should be fully described along with its' accompanying objectives, activities, and performance measures. Goals should represent general statements of the desired results or outcomes of the project. Goals should be both realistic and achievable. Activities are performed to accomplish the objectives; they are the key operational elements of the project and must be specific and measurable. Please ensure your project is within the parameters set by the special conditions as stated in Appendix 1

#### DESCRIPTION OF CURRENT SERVICE

The program serves victims in the following ways:

- Notices are mailed to victims of violent crime to advise them the file has been received in the office for review. Included with it is an application for Victim Assistance Fund and information on the Victim/Witness program.
- Bail conditions of defendants are mailed or emailed to victims and the police department which
  generated the case.
- Victims are contacted via phone or in person regarding Pre-indictment plea offer proposal.
- Victims are mailed or emailed Notification of Indictment and misdemeanor appeals provided along with Victim Assistance Fund.

Application and Victim Impact and Input document to be completed regarding:

- Victims input into what they view as an appropriate sentence in a case.
- Restitution
- Impact of crime on victim and victims family
- On domestic violence/sexual assault cases is the victim working with a domestic violence prevention program and if not would they want to be connected with one.
- Victims are notified via mail or email regarding Court dates which they have the right to attend.
- Provided there is working contact information, Victims are emailed or phoned to discuss the states
  proposed plea offer prior to it being put out to defense. There is also a reminder regarding restitution
  documentation being necessary in order for it to be requested.
- Once an offer is finalized, a written copy of the offer is provided with a request for input to the victim.
- The program flags to the prosecutors any concerns victims/witnesses have whether it is the emotional, physical or financial toll of a crime to simple scheduling issues such as medical or vacation.
- Victims are assisted in the submission of Victim Impact Statements both oral and written to the court.

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- The program provides victims with copies of sentencing orders
- Victims are notified of sex offender HIV testing results.
- Requests for notification of defendants' status at the state prison or the house of corrections are made on behalf of victims on pending charges and on those whom are sentenced.
- When requested by victims, a coordinator will provide support at parole hearings.

#### GOAL: Continued high standard of service to victims of crime within Grafton County

Activities: Coordinators will specifically document:

- Face to Face meetings with victims
- Attendance with victims at court hearings and trials

Coordinators will continue to:

 Document the number of times information is provided to victims regarding scheduling, plea offer proposals, and pre-indictment contact.

Performance Measure: Through Karpel data reports a review will be made examining the number of victims served and the percentage of victims who were advised of charges being filed, consulted regarding a plea offer, met with the prosecution team prior to charges being filed as well as to prepare for hearings or trials.

#### GOAL: Serve victims in circuit court of crime within Grafton County

Activities: Coordinators will specifically document:

- Face to Face meetings with victims
- Attendance with victims at court hearings and trials

Coordinators will continue to:

 Document the number of times information is provided to victims regarding scheduling, plea offer proposals, and pre-indictment contact.

Performance Measure: Through Karpel data reports a review will be made examining the number of victims served and the percentage of victims who were advised of charges being filed, consulted regarding a plea offer, met with the prosecution team prior to charges being filed as well as to prepare for hearings or trials.

GOAL: Advance Training: It is critical Coordinators are current with skills and emerging trends within the field which is provided through yearly training opportunities. Due to budget cuts the program can only afford to send one Victim/Witness Coordinator per year to nationally recognized trainings where previously both were able to attend as a team. The additional funding with \$1,500.00 specifically targeted towards training and travel will make it feasible for both Coordinators to attend a nationally recognized training each year.

Performance Measure: Documented attendance at trainings with distribution of information gained with co-workers.

## 2. Explain applicant's plan for sustainability of the proposed project and also your organization should federal funds no longer be available.

Should federal funds no longer be available, we would have to look to the county for the necessary funding. Should the county be unable to increase support to the program cuts to the Victim/Witness staffing and would need to be considered. Due to the volume of work the program generates, any cut in staffing would result in a review for cuts in services and support to the minimal standard necessary for compliance with the NH Victims Bill of Rights. The data collected over the next year will help to explain the need for the program to future funding sources.

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3. Describe the method(s) for evaluating success, progress, and areas in need of improvement for the proposed project.

Victim feedback and recommendations regarding the experience of working with the program continues to be the best source of information. At bi-monthly meetings the coordinators will review and discuss any concerns or appreciations raised by victims.

The Coordinators will review if victims appear prepared to testify at hearings and trial.

4. Describe in detail the applicant's capabilities for the financial management and in the oversight of federal grant funds.

Grafton County has a long history of managing grants. Julie Libby has decades of experience.

5. Please complete the project budget below. In the budget detail narrative include the source of your matching resources in clear and specific detail.

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#### Section 3: Budget and Budget Narrative

#### New Hampshire Department of Justice Budget Detail Worksheet

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
Victim Witness Coordinator	\$54,349.00	\$28,016.00	\$26,333.00
Circuit Court Coordinator	\$14,518.00	\$14,518.00	
Victims assistant Part time	\$68,867.00	\$42,534.00	\$26,333.00

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

Name/Position	Computation	Federal	Match
Social Security	\$ 5,270.00	\$1,343.00	\$3,927.00
Retirement	\$ 5,058.35	0	\$5,058.00
Health insurance	\$ <u>7,573.00</u>	\$ 2,283.00	\$5,311.000
	\$17,901.00	\$ 3,626.00	\$14,296.00

	1 0 4 = 0 0 4 0 N	
Category B. Fringe Benefits	\$17,901.00 total \$ 3,626.00 federal money	Match: \$14,296

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Sub-Total Federal:					
nterviews, advisory graining at SX airfare, \$X lodgin isted separately. Sho	ravel expenses of project pogroup meeting, etc.). Show g, \$X subsistence). In train w the number of trainees at cate source of Travel Police	the basis of c ung projects, nd the unit co	omputation travel and sts involve	on (e.g., six peop meals for traine ed. Identify the l	le to 3-day es should be ocation of
Purpose of Travel	Location Item	Compu	tation	Federal	Match
Fraining	\$1,500	\$	1,500	1,500.00	
Mileage	2,000 miles @.54 per mile (circuit court case And training) (in kind use of county veh	es	1,080		\$1,080.00
Category C.	2,580 total				
Travel Sub-Total Federal:	1,500 federal	Match:	1,080		
years and an acquisiti he "supplies" categor	-expendable equipment is to on cost of \$5,000 or more property or in the "Other" category. Attach a narrative describ	per unit. Expe ry. Explain he	endable ite ow the equ	ems should be in sipment is necess tethod to be used.	cluded either in sary for the
tem Com	putation			Federal	Match
Category D Sub-Total Federal:	Ма	ntch:			
expendable equipments show the basis for con	ms by type (office supplies at items costing less than \$ mputation. Generally, supple course of the project.  Computer	5,000, such a blies include a	s books, h	and held tape red	corders) and
Category E. Supplies		Match:			



Sub-Total Federal:					
F. Construction - As a rule enovations may be allowated attegory.	•			•	•
Purpose Description of Project category Not App		mont of Justic	20	Federal	Match
roject category Not Ap	proved by NH Depart	ment of Justic	i e		
G. Consultants/Contract Federal Acquisition Regulations as		plicant's forma	al, written P	rocurement F	Policy or the
G-1 Consultant Fees: For aily fee (8-hour day), and equire additional justifica	estimated time on the	project. Consu	•	_	•
Name of Consultant	Service Provided		tion	Federal	Match
	·				
Category G-1 Consultant Fees: Sub-Total Federal:		Match:			
G-2 Consultant Expenses	: List all expenses to be	e paid from the	grant to th	e individual o	consultants in
addition to their fees (i.e., travel, meals, lodging	y, etc.)				
Itom Location	Computation			Federal	Match

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Category G-2 Consultant Expenses Sub-Total Federal:		Match:	
estimate of the cost. A	applicants are encouraged to p	romote fr	te to be procured by contract and an eee and open competition in awarding cource contracts in excess of \$100,000.  Federal Match
Category G-3			
Contracts Sub-Total Federal:		Match:	
investigative or confi provide the square for how many months to Description	dential funds) by major type otage and the cost per square	and the l	none, janitorial or security services, and basis of the computation. For example, ent, or provide a monthly rental cost and  Federal Match \$2,350
	500 (annual)	,550	\$2,330
Category H. Other Costs Sub-Total Federal:		Match:	

I. Indirect Costs - Indirect costs are allowed at the applicant' federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, the applicant may submit either a rate negotiated between the pass-

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through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate of 10% of modified total direct costs as defined in §200.414 Indirect (F&A) costs, paragraph (f) of the Federal Register Vol. 78 No 248; 2 CFR Part 200

Description	Computation		Federal	Match
Category				
Category I. Indirect Costs Sub-Total Federal:		Match:		
Federal:				

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**Budget Summary-** When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal (match) funds that will support the project.

udget Category Amount	Federal	Match
A. Personnel (part)	42,534.00	26,333.00
B. Fringe Benefits	3,626.00	14,296.00
C. Travel	1,500.00	1,080.00 (inkind)
D. Equipment		
E. Supplies		
F. Construction		
G. Consultants/Contracts		
H. Other	2,340.00	
Total Direct Costs		
I. Indirect Costs		
Total Project Costs	50,000.00	41,709.00

Federal Request	50,000.00
Non-Federal Match Amount	41,709.00



oit B

# State of New Hampshire Contract Exhibit B

# SCHEDULE OF PAYMENT

- 1. Awarded programs (subgrantees) that submit a fully executed state issued expenditure report shall be reimbursed by the State of NH within 30 days. Payment will be in the form of an electronic payment to a designated account determined by the subgrantee.
- 2. Expenditure reports should be submitted on a monthly or quarterly basis within 15 days following the end of the month/quarter activities. Electronic submission is appreciated. Expenditure reports submitted later than 30 days following the end of the quarter will be considered late.
- 3. The State's obligation to compensate and reimburse the subgrantee as stated in this agreement shall not exceed the price limitation set forth in form P-37 section 1.8 or allotment of time as set forth in section 1.7.
- 4. Subgrantees are required to maintain supporting documentation for all expenses, both federal and match and to produce said documentation upon request of this Office or any other state or federal audit authority.

# State of New Hampshire Contract Exhibit C

# Special Provisions to the State of New Hampshire Grant Agreement pertinent to VOCA Funding

- 1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:
  - a. Adherence to the following requirements of:
    - Victims of Crime Act (VOCA) 42 U.S. Code Section 1402, and the VOCA Final Program Guidelines implemented in the Federal Register Vol. 62, No.77, April 22, 1997. http://ojp.gov/ovc/voca/vaguide.htm.
    - ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended;
    - iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
    - v. Title IX of the Education Amendments of 1972;
    - vi. The Age Discrimination Act of 1975;
    - vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35 and 39);
    - viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at <a href="http://ojp.gov/financialguide/DOJ/pdfs/2015\_DOJ\_FinancialGuide.pdf">http://ojp.gov/financialguide/DOJ/pdfs/2015\_DOJ\_FinancialGuide.pdf</a>
  - b. Pursuant to Executive Order 13513,"Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
  - c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
- 2. Reports and Certifications Required
  - a. Subrecipient will be required to file quarterly performance reports.

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- b. Subrecipient will be required to file quarterly expenditure reports and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular desk reviews and biennial on-site monitoring visits with all Subrecipients.
- 3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
- 4. The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
- 7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-VA-GX-0007 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
- 8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (Federal Grant # here) awarded by the Office for Victims of Crime, Office of Justice

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- Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
- 10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
- 11. The Subrecipient <u>must utilize volunteers</u> to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
- 12. The Subrecipient agrees that <u>all services will be provided at no charge</u> to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
- 13. The Subrecipient agrees to <u>assist victims in applying for Victims Compensation</u> benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
- 14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, needs assessments, focus groups, lobbying, participation in multi-disciplinary meetings/task forces, protocol development, substance abuse treatment services, fundraising and services to inmates even if they are victimized as a result of their incarceration.
- 15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies

NH Department of Justice Victims of Crime Act-VOCA Assistance Sub-grant application SFY 17: July 1, 2016 – June 30, 2017

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to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

### Mail:

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

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881

additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

- 16. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
- 17. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
- 18. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
- 19. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit
- 20. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants

NH Department of Justice Victims of Crime Act-VOCA Assistance Sub-grant application SFY 17: July 1, 2016 – June 30, 2017



Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <a href="http://www.doj.nh.gov/grants-management/civil-rights.htm">http://www.doj.nh.gov/grants-management/civil-rights.htm</a> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

24. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

NH Department of Justice Victims of Crime Act-VOCA Assistance Sub-grant application SFY 17: July 1, 2016 – June 30, 2017

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A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

# Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

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- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **DEPARTMENT OF JUSTICE**

### STATE OF NEW HAMPSHIRE



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

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

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

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

Lara Joan Saft	To Ginfton	(our t	NH A+	torny
Name and Title of Head of Agen	cy		1	
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Signature OFFI. 2 + L 3785 Dartmon	St. Fto Date	-4/1	Huran	
3785 Dartmon	Colley Hr.	N	Harril.11	
Name and Address of Agency		)		
NH 03	774			

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## 25. Certification Regarding EEOP Required:

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

Additional information on EEOP requirements may be found

here: http://ojp.gov/about/ocr/faq\_eeop.htm

### INSTRUCTIONS

## Completing the Certification Form

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section

A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

### Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; or it received an award under \$25,000; or it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.





### Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

### Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, and (2) have fifty or more employees, and (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, submit to the OCR for review, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

### Section D

Recipients that (1) receive a single award over \$500,000; and (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such subrecipient by completing Section D.

### **Submission Process**

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. The document must have the following title: EEOP Certification. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15

The form can be found at:

http://ojp.gov/about/ocr/pdfs/cert.pdf

Or you may use the form on the following page.

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GRAFTON 603-787-6941 603-787-2656 Fax

3855 Dartmouth College Highway Box 1 North Haverhill, NH 03774 cmsroffice@co.grafton.nh.us

# CERTIFICATE OF AUTHORITY

I, Linda D Lauer, Clerk of the Commissioners, do hereby certify that:

- 1. I am a duly elected Officer of the County of Grafton.
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Commissioners of the County of Cheshire duly held on <u>April 12, 2016</u>:

**RESOLVED:** That the <u>Chairman of the Commissioners</u> is hereby authorized on behalf of this County to enter into the said contract with the <u>State of New Hampshire Department of Justice</u> and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- 3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the <u>12th</u> day of <u>April</u>, <u>2016</u>.
- 4. Michael J Cryans is the duly elected Chairman of the Commissioners of the Agency.

(Clerk of the Commissioners, Linda D Lauer)

STATE OF NEW HAMPSHIRE County of Grafton

The forgoing instrument was acknowledged before me this 12th day of April, 2016 by Linda D Lauer.

Julie L Libby, Notary

(NOTARY SEAL)

Commission Expires: \$1418



<u>COMMISSIONERS</u>

Michael J. Cryans 💉 P.O. Box 999 · Hanover, NH 03755 · 603-448-4351

Martha B. Richards ★ 133 Sargent Street · Holderness, NH 03245 · 603-536-2279

Linda D. Lauer \* P.O Box 147 · Bath, NII 03740 · 603-747-4001



33 Capitol St

Concord, NH 03301

## CERTIFICATE OF COVERAGE

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

and the coverage anoraca by a	no coverage categories nated bei					
Participating Member:	Men	mber Number:		Compa	any Affording Coverage:	
Grafton County 603 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774		3		Bow 46 Do	Public Risk Management Ex Brook Place onovan Street cord, NH 03301-2624	kchange - Primex <sup>3</sup>
Type of C	overage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y)		Limits - NH Statutory Limits	s May Apply
Y General Liability (Occur Professional Liability  Claims Made		7/1/2015 7/1/2016	7/1/201 7/1/201	16	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 1,000,000 \$ 2,000,000
Automobile Liability Deductible Comp an Any auto	d Coll: \$1,000				Combined Single Limit (Each Accident) Aggregate	
Workers' Compensati	on & Employers' Liability				Statutory	
				,	Each Accident	
					Disease — Each Employee	
					Disease - Policy Limit	
Property (Special Risk i	ncludes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Grant/Account liability is based on the neglig extend to others. Any liability contractors, members, officer days prior to cancellation.	ence or wrongful acts of the r resulting from the negligence	member, its emper or wrongful act	oloyees, ages	ents, of ditional	fficials or volunteers. This of Covered Party, or their en	coverage does not nployees, agents,
0=====================================	v	1 1.				
CERTIFICATE HOLDER:	X Additional Covered Party	Loss	Payee	Prime By:	ex <sup>3</sup> – NH Public Risk Manage 7ammy Dewer	ement Exchange
State of NH				Date:	5/26/2016 tdenver@nh	primex ora
Department of Justice					Please direct inquir	

Primex<sup>3</sup> Risk Management Services 603-225-2841 phone

603-228-3833 fax

# The State of New Hampshire and the Subrecipient hereby Mutually agree as follows: **GENERAL PROVISIONS**

1. Identification and Defi	nitions.				
1.1. State Agency Name		1.2. State Agency Address			
Department of Justice		33 Capitol Street, Concord, NH 03301			
1.3. Subrecipient Name	: NH Coalition Against	1.4. Subrecipient Addre	ess:		
Domestic and Sexual Vi	iolence	PO Box 353, Concord,	NH 03302-0353		
1.5 Subrecipient Phone # (603)224-8893	1.6. Account Number 02-20-20-201510-5021	1.7. Completion Date 06/30/2017 1.8. Grant Limitation \$1,900,000			
1.9. Grant Officer for S	tate Agency	1.10. State Agency Tele	phone Number		
Kathleen B. Carr		(603) 271-3658			
"By signing this form we cer grant, including if applicable		h any public meeting requiren	nent for acceptance of this		
1.11. Subrecipient Sign	// /	1.12. Name & Title of S	ubrecipient Signor 1 Lett, Executive Ower		
Gancon,	Xhallig	Lyn M. Schol	lett, Executive Direct		
Subrecipient Signature	2	Name & Title of Subrecipient Signor 2			
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3			
5/27/16, before the und known to me (or satisfa	dersigned officer, persona ctorily proven) to be the	re, County of Meroimally appeared the person person whose name is sign in the capacity indicate	identified in block 1.12., ned in block 1.11., and		
	tary Public or Justice of	the Peace			
	f Notary Public or Justice La English				
1.14. State Agency Sig	nature(s)	1.15. Name & Title of State Agency Signor(s) Kathleen B. Carr, Director of Administration			
1.16. Approval by Atto	orney General (Form, Subs	stance and Execution) (if G	& C approval required)		
By:	Assistant A	Attorney General, On: 6	16116		
1.17. Approval by Gov	ernor and Council (if app	olicable)			
By: On: / / 2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampsh:					
2 SCOPE OF WORK:	In exchange for grant	tunds provided by the Sta	ite of New Hampshire.		

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

> Subrecipient initials\_ Date 5-27-16

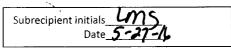
- AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire
- 4. <u>EFFECTIVE DATE: COMPLETION OF PROJECT.</u>
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon 9.3. signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all 9.4. reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all 11.1.1 payments authorized, or actually made, hereunder exceed the Grant limitation set 11.1.2 forth in block 1.8 of these general provisions. 11.1.3
- 6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. 11.1.4
  In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of 11.2.2 administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often 11.2.3 as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes 12. all persons, natural or fictional, affiliated with, controlled by, or under common 12.1. ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
- PERSONNEL
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed 12.2. and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual 12.3. relationship with the State, or who is a State officer or employee, elected or appointed.
  - The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, 13, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
  - 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.
- 11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of 11.1.1 Default"):
- 11.1.2 Failure to perform the Project satisfactorily or on schedule; or
- 1.1.3 Failure to submit any report required hereunder; or
- 11.1.4 Failure to maintain, or permit access to, the records required hereunder; or Failure 11.2. 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, 2.1 or all, of the following actions:
  - Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two
  - 2.2 (2) days after giving the Subrecipient notice of termination; and Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State2.3 determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
  - 2.4 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

# TERMINATION.

12.4.

- 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



any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this 18. Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits,

workmen's compensation or emoluments provided by the State to its 19. 15. employees.

ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or 20. subgranted by the Subrecipient other than as set forth in Exhibit A without the

16. prior written consent of the State.

INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all 21. losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to 22. constitute a waiver of the sovereign immunity of the State, which immunity is

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

17.1 agreement.

14.

### INSURANCE AND BOND.

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

- work to obtain and maintain in force, both for the benefit of the State, the 17 1 1 following insurance:
- Statutory workinen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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

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

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

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

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

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

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

# Exhibit A

Section 1: Cover Page

# STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE Victims of Crime Act VOCA Assistance Application for Funding

# **Applicant Information:**

Name of Applicant Organization: NH Coalition Against Domestic and Sexual Violence

DUNS Number: 602021487

SAM Registration Expiration Date: November 2016

Federal Funds Requested: \$1,900,000

1. Project Title: Direct Services for Victims of Domestic and Sexual Violence, and Stalking and

Coordination of Services

2. Grant Project start date: July 1, 2016 Project end date: June 30, 2017

3. Project Director: Lyn M. Schollett

Telephone: 603 224-8893 ext. 304 Email: Lyn@nhcadsv.org

4. Financial Officer: Pamela English

Telephone: 603 224-8893 ext. 308 Email: Pam@nhcadsv.org

5. Primary contact person for this project is: Pamela English

Address: NHCADSV, P.O. Box 353, Concord, NH 03302-0353

Telephone: 603 224-8893 Email: Pam@nhcadsv.org

# 6. Certification Required:

As the signing authority for this grant project, I hereby certify that I have read and understand the documents in APPENDIX I and, if selected for funding, will ensure that this applicant organization will comply with all terms and conditions of that agreement including the Scope of Work, the Method of Payment, and the Special Provisions.

Signature of signing authority: Common Strate: 2/21/16

Address: P.O. Box 353, Concord, NH 03302-0353

Telephone: 603 224-8893 ext. 04 Email: Lyn@nhcadsv.org

# Section 2: VOCA Application Project Narrative: Scope of Work

# DIRECT SERVICES TO VICTIMS OF DOMESTIC VIOLENCE AND SEXUAL ASSAULT - Existing Project

1. Need/Problem Statement: Three to four million women in the United States are beaten in their homes each year by their husbands, ex-husbands or partners. The New Hampshire Violence Against Women Survey found that 33.4% of women in New Hampshire have been physically assaulted by an intimate partner. Domestic violence ranks as one of the nation's most expensive health problems. Domestic violence includes emotional, psychological, financial, physical, and sexual abuse. Yet in 2015, only 7,944 battered women and 603 battered men received services from the member agencies of the New Hampshire Coalition Against Domestic and Sexual Violence (the Coalition). And at the same time, due to the capacity of the member programs, victims are turned away every day. In a single-day nationwide survey conducted in September of 2015, Coalition member programs served 313 individuals and turned away 54 people seeking help due to domestic violence.

The New Hampshire Violence Against Women Survey found that 22.4% of women in the state had been sexually assaulted; 19.4% had been the victim of a completed sexual assault, including penetration. Sexual assault can include several kinds of crimes: rape, incest, sexual harassment, child molestation, marital rape, exposure, and voyeurism. In 2015, the Coalition's member agencies assisted 2,916 sexual assault survivors, both male and female.

As is evident through national and statewide data, domestic violence and sexual assault are prevalent in the United States. Because victims continue to contact crisis centers for assistance, and because domestic violence and sexual assault continue to be seriously underreported crimes, continuation of comprehensive direct services provided by Coalition's member agencies is imperative. All victims need an empowerment-based approach to services due to multiple and varied needs.

Due to federal and local funding cuts, most of the Coalition's member programs have had to reduce direct service hours. At the same time, victims are presenting with ever more complex needs. In the face of the current opioid crisis in New Hampshire, an increasing number of victims need care related to substance abuse. Training, compensating and retaining seasoned staff for ever more demanding jobs with reduced resources is extremely difficult. At a recent Coalition meeting of full time advocates from crisis centers, the discussion revealed that all but one of them had a second job for an average of 20 hours per week, to augment their relatively low salaries at crisis centers. VOCA funding to insure that well-trained crisis center staff are available 24-hours per day, every day of the year, is critical to meeting the needs of victims in New Hampshire.

2. <u>Project Description</u>: The New Hampshire Coalition Against Domestic and Sexual Violence is a statewide network of 13 member agencies providing direct services to victims of domestic violence, sexual assault, and stalking. On behalf of the Coalition's participating members, the Coalition is submitting this application for funding from the Crime Victim Assistance Grants Program of the Victims of Crime Act (VOCA). As recipients of VOCA funds for more than two decades, the subcontracted agencies have been able to increase services to victims of sexual assault, domestic violence, and stalking in New Hampshire.

The Coalition is a private, non-profit, tax-exempt organization which serves as a coordinating organization for its member agencies. The goals of the Coalition are to coordinate direct services for

victims of domestic violence, sexual assault, and stalking in New Hampshire; to foster change in community attitudes about these crimes through public speaking and trainings; and to work toward public policy changes that will benefit victims. Each of the Coalition's member agencies is an autonomous, private, non-profit organization with its own goals, structure, and board of directors. All Coalition groups share a commitment to providing direct services to victims of domestic violence, sexual assault, and stalking, as well as a commitment to the Coalition's other goals.

If granted, our current funding request of \$1,900,000 will allow each of these direct service agencies to carry out the quality services and range of activities for victims that have been made possible by this important funding source in the past. Agencies use VOCA funding to support direct service staff, resulting in consistent and effective services and outreach to victims. The applicant agencies all provide direct services to victims in many ways, including but not limited to: 24-hour crisis lines; emergency shelter and transportation; legal advocacy in obtaining restraining orders against abusers; hospital and court accompaniment; information about and help in obtaining public assistance; support groups for domestic violence and sexual assault survivors, including adult survivors of childhood sexual abuse; support for children exposed to battering; training to volunteers and direct service staff; and direct service hours in several satellite offices. This year, VOCA funds will again be used to support these crucial direct services to victims of domestic violence and sexual assault.

Volunteers are a crucial component of all 13 agencies and are utilized in an effective and efficient manner, making it possible to provide comprehensive, quality services on a 24-hour basis.

As the primary service organizations for victims of domestic violence, sexual assault, and stalking in their communities, the member agencies have a high investment in coordinating their activities with other service providers to ensure that the best interests of the victims are served. All of the member programs have established relationships with local social service organizations such as church and civic groups, police, medical personnel and hospitals, community mental health centers, and welfare offices. In addition, Coalition member agencies provide trainings and presentations to these groups in order to increase their knowledge of and sensitivity to the crimes of domestic violence, sexual abuse, and stalking.

All agencies offer information and assistance to clients seeking victim compensation benefits, and the Coalition will continue to work with the victim compensation program coordinator to ensure that agencies have all necessary information and materials.

### Goals, Objectives, Activities and Performance Measures

The Coalition is applying for \$1,900,000. Of that sum, \$1,741,750 will be divided according to the Coalition's board-approved funding formula among the agencies applying through the Coalition. An overall goal of each member program is for an increased number of victims to seek assistance, and thus, receive services, which can be measured through the Coalition's victim services database.

<u>Goal</u>: To provide direct services to victims of domestic and sexual violence and stalking through the 13 member agencies of the Coalition through retention of experienced staff.

<u>Objective</u>: Award subcontracts to the Coalition's 13 member agencies according to the Coalition's funding formula.

<u>Activities</u>: Each of the Coalition's 13 member agencies will provide comprehensive direct services to victims of domestic and sexual violence and stalking. This year, eight agencies will be increasing staff, or increasing part-time staff hours to full time equivalents. Eight agencies will be increasing staff salaries in order to retain qualified advocates with more competitive salaries.

<u>Performance Measures</u>: The 13 VOCA funded agencies will provide quarterly reports in the new PMT system and to the Coalition on direct services to victims supported with VOCA funds.

- 3. <u>Sustainability:</u> Sustaining the level of direct services provided to victims through the Coalition's 13 member agencies would be very difficult without the ongoing support of VOCA funding. The Coalition is expanding its young fundraising initiative, with long term goals of providing some support to victim services. However, it is not anticipated that private funding would replace federal funding, but rather allow the Coalition's member agencies to continue services to better meet the needs of victims and to fund prevention education or other special projects. The Coalition is actively engaged in public policy advocacy to ensure that VOCA funding remains a stable, core funding source to support direct services to victims. The Coalition believes the federal government has a responsibility to support services to victims, and will work to ensure that VOCA funding continues.
- 4. <u>Evaluation</u>: The Coalition members all meet the eligibility requirements for VOCA for funding. All have excellent records of providing effective services to victims of crime. The long term objective of sexual assault and domestic violence programs is to enhance the well-being of survivors and their children. Empirical evidence demonstrates that social and emotional well-being is evidenced by 1) self-efficacy, 2) hopefulness, 3) social connectedness, 4) safety, 5) having adequate social and economic opportunities, 6) economic stability, 7) enhanced justice and 8) good physical, emotional and spiritual health. (Sullivan, 2012, updated 2016) *Examining the Work of Domestic Violence Programs Within a "Social and Emotional Well-Being Promotion" Conceptual Framework*, Harrisburg, PA: National Resource Center on Domestic Violence at www.dvevidenceproject.org. The Coalition's programs consistently address all eight of these factors that can impact change in clients lives.

The Coalition updated its Program Standards this past year and all programs will be monitored according to those standards in 2016. Required reporting for each agency is coordinated through the Coalition and will be provided to the NH Department of Justice. Crisis center hotline response time of advocates to victims is tested by Coalition staff on a quarterly basis.

Anonymous client effectiveness surveys from the 13 member agencies are analyzed each quarter at the Coalition office. Over 95% of clients receiving services from member program crisis centers report that they know more about safety planning. 92% of clients report knowing more about community resources. 68% report they are using the skills they learned from the crisis center to better cope with their situation. 87% report they would return to the crisis center if needed in the future. Comments from recent clients demonstrate the impact of crisis services:

"I am grateful for Turning Points, I feel like the staff are like family. I feel I finally have a positive support net. I have been feeling accepted for once in my life, my self-esteem is getting better, I'm feeling more optimistic about my future."

"RESPONSE is so great. Thanks so much to Megan Fellows, I felt that it wasn't my fault that I had been beaten. I honestly can't hear that enough. What a wonderful program. I'm so blessed that the police told me I should call."

LMS 5-27-16 "If it wasn't for them, I would have given up/or been dead."

"I was terrified and doubtful there was anything I could do to stop the abuse in my marriage. I felt hopeless, powerless, and destined to suffer for the rest of my life. The WISE advocates were comforting, supportive, and encouraging."

"It's a wonderful agency with many hard-working staff. Thank you!"

**5. <u>Financial Management and Oversight</u>**: See at the end of the entire Project Narrative, detail on the Coalition's capability for financial management and oversight of these federal funds.

## TECHNICAL ASSISTANCE AND TRAINING - New and Existing Project

- 1. <u>Need/Problem Statement:</u> Advocates for victims of domestic violence, sexual assault, and stalking have an increasing need for technical assistance and training. Changes in service provision requirements, increasing complexity of victim issues, and the growing diversity of New Hampshire's population require that advocates are provided with ongoing training opportunities. Providing trauma-informed services is the gold standard in sexual assault and domestic violence crisis response. Crisis center staff and volunteers need access to information about trauma-informed responses. In order to provide the highest level of support and information to victims, technical assistance and training are necessary.
- 2. <u>Project Description</u>: Included in the \$1,900,000 the Coalition is applying for is \$20,750 of training funds, which will be divided among the thirteen agencies of the Coalition. This will be used to send staff from member agencies to state, regional, and national conferences. The Coalition will inform members of relevant local, regional, and national training and conference opportunities which they may choose to attend. A portion of these training funds will be set aside for the two-day Tri-State Advanced Advocate training. If member agencies are unable to use the training funds to send advocates to conferences, due to availability and staffing patterns, then funds may be expended for other direct services costs, such as fuel oil bills for shelter, personnel costs, or replacement of critical office equipment.

Also included in the \$1,900,000 the Coalition is applying for a little over \$30,000 to support part of the salary, benefits and travel for the Coalition's Trauma Informed Services Specialist. The Trauma Informed Services Specialist provides technical assistance and training to all member programs of the Coalition on meeting the diverse needs of survivors and their children. This is done through on-site consultation at the crisis centers, by phone, quarterly meetings with shelter managers and direct service coordinators, and case reviews at the family violence prevention specialist meetings. The Specialist also holds a quarterly meeting with advocates interested in expanding their knowledge and ability to train others on trauma informed services. Information is also available to member programs via a blog that was developed by the Specialist. Training is also available to new crisis center staff via online learning modules developed by the Specialist. In addition to the training provided to member programs, the Trauma Informed Services Specialist provides ongoing training to police recruits, child protective service workers, educators, and family support agencies in NH.

Goals, Objectives, Activities and Performance Measures

<u>Goal A</u>: Provide quality state-of-the-art direct services to victims of domestic and sexual violence in New Hampshire.

<u>Objective A</u>: To increase and enhance the skills and knowledge of direct services staff and volunteers, in the areas of sexual assault and domestic violence services.

<u>Activities A</u>: In order to achieve this goal, the Coalition office will support the participation of direct services staff in local, regional and national conferences that are focused on the provision of services to victims of domestic violence and sexual assault, by reimbursing their expenses of conferences.

<u>Performance Measures A</u>: A direct measure of this objective will be the number of direct service staff who receive additional training.

<u>Objective B</u>: To increase the skills of crisis center staff to provide trauma-informed services consistent with the NHCADSV Program Standards.

<u>Activities B:</u> Provide ongoing consultation and training to direct services staff via on-site visits, phone consultation, blog posts, quarterly meetings, and staff/volunteer training.

<u>Performance Measures B:</u> Case consultations will be held at four shelter manager meetings, four direct service coordinator meetings, and at least three trauma informed cohort meetings each year to enhance the provision of trauma-informed services. In addition, case consults will be held at least six family violence prevention specialist meetings. The Trauma Informed Services specialist will also provide at least five on site consultations per month. Two two-day trainings on the effects of domestic violence and children will be held during the fiscal year.

**3. <u>Sustainability:</u>** Prior New Hampshire VOCA administrators identified the need for advocates to receive training to maintain their skills to serve victims. Absent these VOCA funds, few resources are available to crisis centers for advocate training and staff development opportunities would be limited.

Providing ongoing trauma informed technical assistance is a key responsibility of the Coalition. Initially this program was funded through a discretionary federal grant. Although we have accessed private funds to support portions of the salary for this position in the recent past, those opportunities are few and also are time-limited. VOCA funds will be necessary to insure that the Coalition continues to support services that reflect best practices for direct services at the member programs.

4. Evaluation Plan: The Coalition will tally the number of advocates attending the conferences. Advocates attending conferences are encouraged to share materials and trainings in the appropriate meetings such as at the Direct Service Coordinators and Shelter Managers and the monthly Executive Directors meetings.

Feedback from members on the effectiveness of the Coalition's delivery of support services to its members is an ongoing process and will be assessed within this grant period. Evaluations are requested of advocates at the children exposed to domestic violence training and all trainings provided to child protective service workers. Advocates are also encouraged to provide ongoing feedback regarding the effectiveness of the trauma-informed services that they provide. Persons who use the services provided at the centers are also encouraged to provide feedback via questionnaires/surveys.

The work of the Trauma Informed Services Specialist has been evaluated in the past by both Prevention Innovations of the University of NH and the National Center on Domestic Violence, Trauma and Mental Health. Both evaluations found that the technical assistance and consultation provided by the Specialist increased their comfort and skill level in working with survivors with mental health and substance abuse issues, as well as their skill level in addressing the needs of non-offending parents and their children.

# STATEWIDE HOTLINE NUMBERS, LANGUAGE LINE, IN PERSON INTERPRETATION AND/OR TRANSLATION – Existing Project

1. <u>Need/Problem Statement:</u> Victims need access to support and information 24 hours per day. Each member agency has a local domestic violence and/or sexual assault crisis line. In addition, VOCA funds support a statewide sexual assault hotline and a statewide domestic violence hotline.

As the diversity of New Hampshire's population increases, victims who speak little or no English are seeking assistance from member agencies more frequently than in the past. Several communities in New Hampshire have been designated as refugee resettlement centers, bringing even more language diversity. Although crisis centers attempt to recruit staff and volunteers who speak a variety of languages, it is not possible to have translation services available for all the languages that are needed.

Lack of interpretation and translation services is a barrier for victims in need of services. Due to safety and privacy concerns, other members of the victim's community, who may know English, cannot be asked to serve as interpreters. Without an effective way to communicate, it is extremely difficult for advocates to make a victim fully aware of her/his options. This results in continued isolation for the victim, who cannot navigate the criminal justice and social services systems to receive the necessary support.

2. <u>Project Description</u>: The Coalition is addressing the problem described above by continuing both statewide, toll free hotlines for victims of sexual assault and domestic violence. In June 2015, the Coalition transitioned these statewide hotlines to be answered live, which significantly improved the accuracy of the routing of calls to the appropriate crisis center.

The statewide toll free hotlines have been implemented through the Coalition office. The Coalition contracts with Earthlink to provide the telephone service for the hotlines, and is charged on the basis of how many minutes are used. We have seen an increase in the numbers of calls and in the minutes per call. In its first year, the sexual assault hotline averaged 12 calls per month; in calendar year 2015, the average was 49 calls per month. The first year of the domestic violence hotline saw an average of 30 calls per month; in calendar year 2015, that average had risen to 213 calls per month.

The Coalition contracts for Language Line services, which are then made available to all member agencies through an access code. The Language Line provides telephone interpretation services for over 140 languages. When a victim needing interpretation services contacts the crisis center, the service is provided through Language Line, either through a conference calling arrangement, or, if the victim is in person at the crisis center, through a direct telephone connection.

When in person interpretation is deemed necessary, each crisis center engages the services of an interpreter. The Coalition office pays the interpretation bill directly for the services performed.

The most common language being interpreted is Spanish, followed by Russian, Portuguese, and Arabic. Currently the Coalition has no other funds available for interpretation. The Language Line and in person interpretation are essential services to victims who might otherwise go unserved.

### Goals, Objectives, Activities and Performance Measures

<u>Goal 1</u>: To improve access to services for victims of sexual assault and domestic violence.

<u>Objective 1</u>: To provide 24-hour, toll free, direct access to crisis line services for victims of sexual assault and domestic violence.

<u>Activities 1</u>: Continue to contract with a toll free hotline service provider and an answering service to connect callers with local crisis centers with live individuals to answer calls.

<u>Performance Measures 1</u>: An actual measure of achievement will be the number of victims using the statewide numbers to access services.

<u>Goal 2</u>: To provide crisis line and other services to non-English speaking victims of domestic and sexual violence.

<u>Objective 2</u>: To make Language Line and interpretation services available for use by all crisis centers in New Hampshire.

Activity 2: Continue to contract with Language Line and other interpretation providers to ensure effective use on behalf of victims.

<u>Performance Measure 2</u>: The Coalition will measure the success of this program by tracking the usage of the Language Line and interpreters.

- 3. <u>Sustainability:</u> Insuring that domestic violence and sexual assault services are accessible to underserved populations, including non-English speaking victims, is a primary goal for the use VOCA funds. The Coalition plans to continue providing Language Line and interpretation services with VOCA funds.
- 4. Evaluation: The success of the hotlines will be measured in several ways. First, the Coalition will periodically test the hotline to ensure sound technological functioning and quality services provided. The Coalition will also check in on a regular basis with its member agencies to solicit any feedback they may have received on how the hotline and answering service is working. The success of the hotline and the outreach promoting its use will be measured by looking at service data. Because the Coalition contracts for the Language Line and interpretation services, the billing for its use comes through the Coalition office. This affords readily available information to track usage of the interpretation on a statewide basis, both in term of the amount of time the service was used, and the language that was translated. Additionally, crisis centers record whether they are providing services to non-English speaking victims in the statewide victim services database. As the demographics of the state change, we would expect to see an increasing number of non-English speaking victims receive assistance.

Additionally, crisis centers routinely ask victims for feedback on the services they have received.

#### DATA COLLECTION AND TECHNOLOGY ENHANCEMENTS - Existing Project

1. <u>Need/Problem Statement</u>: The Coalition office is being asked to participate in an ever-widening scope of programs and initiatives, and collect data showing the effectiveness of those programs. All funders seek and VOCA requires demographic data on the victims served. Most of the victim services in the state are federally funded. It is essential that the Coalition's technology is at and/or remains at industry standards.

The Coalition ACCESS database which houses all of the victim service-related data collected statewide from the 13 crisis centers (VOCA funded) requires technical support fees and annual updates to the software. Recently VOCA implemented a new reporting system, and increased the reporting timeframes from annually to quarterly. The statewide database will require updating to accomplish some of the new reporting requirements, including crime types.

The Coalition's Education and Outreach statewide ACCESS database which houses all educational and outreach presentations and programs delivered by both member program staff and Coalition office staff also requires technical support and annual updates to the software.

Victims use technology to seek assistance and information. They need access to up to date information in order to access safe and appropriate services.

**2. <u>Project Description</u>**: Information technology solutions allow both the crisis centers and the Coalition office to work as efficiently as possible.

The Coalition office maintains two statewide ACCESS databases, one to collect victim demographic data, and the other collects data on education and outreach presentations and trainings. Each member agency has its own copy of each of the databases where data is entered. Advocates require and appreciate technical assistance provided by the Coalition's staff on both databases. This technical assistance is one aspect of the database systems that allows for integrity and accuracy of the data. Support provided by the programmer of the databases is also integral to the system's efficiencies, and the Coalition will continue to work this outside contractor for annual support both of its databases.

The Coalition's Administrative Director, Bookkeeper/Data Specialist and Office Coordinator provide training and technical assistance to member agencies on both databases. The Coalition requests a small portion of the Bookkeeper/Data Specialist's salary be funded through VOCA.

The Bookkeeper/Data Specialist provides support to Coalition member agency staff to enhance the collection of data. Activities include:

- Providing staff support to data entry staff at member agencies
- Coordinating and conducting training and technical assistance for member agency staff
- Assisting with updates and expansions to the data collection process.

The Coalition is considered the expert organization on domestic and sexual violence and stalking in NH. The Coalition's website and social media afford victims easy access to information and services. The

Coalition's website and social media also inform the public about these issues. The information contained in our website and social media help to challenge social norms and change attitudes.

Our website is designed to provide all the information one may seek regarding those issues. It is also designed to quickly offer assistance and information to victims. Sections of the website have been translated into Spanish, Somali, Portuguese, Arabic, Russian and Vietnamese. The Coalition staff worked with the Granite State Independent Living Association in order to ensure the readability of the website to persons with limited or impaired vision. Additionally, the Coalition utilized the information and expertise of the Tech Advocates/Safety Net Program of the National Network to End Domestic Violence for website accessibility options. Regular and real time updates to the Coalition website are handled by Coalition community relations staff.

### Goals, Objectives, Activities and Performance Measures

<u>Goal A</u>: To have comprehensive, statewide data on victim services and on outreach and education programs provided in communities throughout the state.

<u>Objective A</u>: To enhance the effective collection and accuracy of direct services and education and outreach data by maintaining the Coalition databases through regular upgrades and to ensure effective use through technical assistance to member agencies.

<u>Activities A</u>: Provide staff support to Coalition member agency staff on the Coalition victim services database and education and outreach database. Train member program staff as needed. Work with the Coalition database programmer to maintain the database and provide software updates as necessary.

<u>Performance Measures A</u>: A measurement of this goal will be the delivery of accurate data to the general public and funders. The Coalition will regularly survey members for feedback regarding the effectiveness of the databases, and will monitor reporting from the databases to determine needed technical assistance and/or upgrades.

<u>Goal B</u>: To increase outreach to victims and the availability of general information on domestic and sexual violence to the general public and members.

<u>Objective B</u>: To effectively use web-based technology and social media to provide information to victims and to the general public.

Activity B: Contract with a web master to provide upkeep of the Coalition website and pay for hosting fees. Train staff to perform periodic updates.

Performance Measure B: The website will be monitored for frequency of use.

3. <u>Sustainability:</u> Federal funds alone support the Coalition's data entry process, staff time and databases. VOCA requires a myriad of data on the services performed with its funding. In the absence of these funds, the Coalition would lack the data that is critical to engage in effective statewide and federal advocacy, education and outreach about member programs' services, as well as meet VOCA data requirements.



**4.** Evaluation: Member agency staff provide feedback regarding their use of the databases directly to the Coalition staff both individually and through statewide meetings of direct services staff. The Coalition is able to evaluate use of the database by reviewing the data on a quarterly basis to insure that all member programs are submitting data.

The Coalition databases will be continually assessed for effectiveness and needed upgrades and technical assistance through feedback from member agencies and monitoring of database reports.

The Coalition's website will be monitored for effective display of information, and by tracking the frequency of its use.

## **COMMUNITY EDUCATION AND OUTREACH – Existing Project**

- 1. <u>Need/Problem Statement:</u> Studies indicate there is a disparity between victims experiencing domestic and sexual violence crimes and victims accessing supportive services. Effective outreach to victims in the general public is critical to increase awareness of available services. Additionally, effective outreach can challenge societal assumptions about domestic and sexual violence that make it difficult for victims to come forward and request assistance from both the criminal justice system and crisis centers.
- 2. <u>Project Description</u>: Through funding some of the Community Relations Director's salary effective outreach to victims will be supported.

The Coalition has a proactive approach to outreach and the delivery of community education to address issues of victimization and violence. The Coalition's Community Relations Director (CR Director) works to generate awareness of the Coalition and its member agencies, and the issues of domestic violence and sexual assault and related services available to victims, through development and implementation of a public relations plan for the Coalition.

The CR Director will continue to work with the media to ensure appropriate coverage of domestic and sexual violence issues, to raise public awareness of the issue, and to promote the availability of services to victims. The CR Director provides technical assistance to Coalition member agencies on media relations and public awareness. She also produces and distributes media responses and press releases about current events as necessary, working in conjunction with the Public Policy Director, Executive Director, and Board of Directors on legislative and public policy issues. The Coalition has been, and will continue during this grant period to be, actively involved in responding to the media regarding two ongoing, high-profile cases. The Coalition plays a unique role that is decidedly different from law enforcement or prosecutors in supporting individual victims and demonstrating support for all victims with our statements.

The Community Relations Director regularly organizes press conferences and special events to ensure that the issues of domestic and sexual violence receive statewide media attention. One recent press conference recognized Victim Rights Day 2015, to serve as a memorial and also a challenge to ensure that all victims of crime receive the dignity and respect that they deserve. The event was sponsored by the Coalition along with the N.H. Attorney General's Office, the AmeriCorps Victim Assistance Program and Victims, Inc. Elected officials, Coalition staff, member program staff and allies in the criminal justice field attended. The Victim Rights Day event also serves to publicly bear witness to domestic and sexual violence through the display of New Hampshire's statewide Clothesline Project, which serves as a visual display for the public, and a cathartic activity for victims who would like to share their experiences.

Advocates from the AmeriCorps Victim Assistance Program staff the project and support victims.

The Coalition produces and disseminates outreach materials and awareness campaigns on numerous topics and in a variety of media. These materials are widely distributed and continue to be in constant demand. Currently the Coalition produces brochures on a wide array of topics including Stalking, Elder Abuse, Teen Dating Violence and others. Several of these brochures have been produced in Spanish. The Coalition also distributes fact sheets on domestic and sexual violence, which describe these crimes in more depth. The Community Relations Director develops and/or updates and disseminates these outreach materials. Production of the bi-annual Coalition Chronicle, the bi-monthly e-newsletter, daily updating of the Coalition's social media accounts, and managing and updating the website are also the job responsibilities of the Community Relations Director.

The Coalition manages the NH Says No More website and blog. NH Says No More is successful by engaging more community organizations and well known individuals in New Hampshire. The expanding content on this website is designed to increase the public dialogue and the number of active bystanders to domestic violence and sexual assault.

## Goals, Objectives, Activities and Performance Measures

<u>Goal</u>: Heighten public awareness about domestic and sexual violence in general in an effort to reach victims statewide.

<u>Objective</u>: Encourage media and community interest in domestic and sexual violence as it affects New Hampshire communities.

<u>Activities</u>: Work with allies to identify ways to coordinate media activities throughout the state. Prepare briefing materials for reporters and news directors on New Hampshire efforts to address domestic and sexual violence. Develop and disseminate outreach and public awareness materials and campaigns aimed at increasing societal support for victims.

<u>Performance Measures</u>: Achievement will be measured by tracking media coverage of the issue of domestic and sexual violence and tracking dissemination of outreach materials and campaigns.

- 3. <u>Sustainability:</u> The Coalition's outreach efforts are significantly supported by VOCA funds. In the absence of these funds, the Coalition's public commentary and outreach would be significantly reduced.
- **4. Evaluation:** We measure the effectiveness of how many people we reach in several ways. Through our website we are able to review analytics which show us how many visitors have looked at our websites. In doing proactive media we are able to gauge our success based on the number of media outlets who choose to either interview us or use statements we have sent to them. We also review the comment sections and social media channels of these news outlets to see how the information is being shared. Our social media channels provide us with the widest platform for evaluation as we can see the number of people who have seen the posting, how many have interacted with us by either commenting on the post, liking it, or sharing it with their friends. We often reach thousands of people with one posting.
- **5.** <u>Capabilities for financial management and oversight of federal grant funds:</u> The Coalition has been managing federal funds for over 38 years without a single incident, is considered a low-risk auditee

resulting from years of unqualified A-133 audits and is adept at both managing all types of funding and providing technical assistance to its members on the same.

a. Funds awarded under this program will be maintained in an account that is separate from other sources of funding. The Coalition uses a fund accounting software product called Micro Information Products (MIP) from an international software company--Abila Software. The software is consistently rated as one of the top ten fund accounting products available nationally by such companies as the Non Profit Times and the American Society of Accounting Executives. The software tracks grant draw downs and expenditures separately, and the Coalition tracks expenditures by budget per each fund as well.

b. The Coalition has written accounting procedures in its Fiscal Manual. It is updated annually according to Generally Accepted Accounting Principles, federal guidelines, and the New Hampshire Attorney General's Office of Charitable Trust guidelines for statewide nonprofits. The NH Center for Non Profits recently requested to use our fiscal manual on their nonprofit resources portion of their website as a model fiscal manual stating that "its comprehensive contents would be very helpful to other nonprofits." The Coalition regularly reviews other governmental agencies' guidelines such as the Internal Revenue Service, Office of Management and Budget, and the Office of Justice Program's Financial Guide in order to ensure the fiscal integrity of its manual, including policies and procedures.

c. The Coalition's fiscal staff is the Administrative Director, Pamela English, who has worked for 22 years at the Coalition and is responsible for managing over 20 funds/grants/contracts for the Coalition, mostly federal, and Joan Madore, the Bookkeeper/Data Specialist, who has worked for 15 years at the Coalition performing all areas of bookkeeping and maintaining the statewide victim services database. Recently Pam completed all 24 modules of the online OJP, Grants Financial Management training. The National Network to End Domestic Violence contracted with Pam in 2015 to create and present two national webinars on financial management and oversight for Coalition financial staff, and for Board of Directors. In 2011, the Resource Sharing Project used the Coalition's time keeping/activity log system as a model for other Coalition's revising their time keeping systems. Also in 2011 and 2012, the Administrative Director attended multiple OVW Grants Financial Management Division's (GFMD) webinars or listened to the recordings of webinar offerings sponsored by OVW GFMD and the National Resource Sharing Project. In June of 2010, the National Resource Sharing Project requested the Administrative Director to present a webinar on Understanding Non Profit Financial Statements and How to Train Your Board on Understanding Their Fiduciary Responsibilities. In October of 2009, she presented at a seminar for new State Coalition Directors sponsored by the National Resource Sharing Project delivering technical assistance on financial matters.

d. The Coalition has adapted a fiscal monitoring tool for its own use, utilizing sections from several federal granting agencies' monitoring tools. The Coalition monitors all of its 13 member programs per the tool at least biannually, monitoring at least one major federal grant it subawards/subcontracts. In addition to the biannual monitoring, the Coalition's fiscal staff is in regular weekly and/or monthly contact with all of its members providing technical assistance on all areas of financial management from budgeting to allowable costs per funding source to reporting.

# **NH Department Of Justice Budget Detail Worksheet**

**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 a percentage.

Name/Position	Computation	<u> Federal</u>	<u>Match</u>
Maureen McDonald, Community Relations	58,043 x 51%	29,602	7,400
Director Joan Madore, Bookkeeper & Data Specialist	45,869 x 16%	7,196	6,880
Linda Douglas, Trauma Informed Service Specialist	54,926 x 50%	27,463	
Volunteer Hours	100 hours x \$10/hr		1,000
Volunteer Hours	130 hours x \$15/hr		1,950
Volunteer Hours	173 hours x \$20/hr		3,450

### **CATEGORY A PERSONNEL SUB-TOTAL:**

64,261 20,680

The majority of cash match for personnel is from the state funded Domestic Violence Prevention Program (DVPP). In the match column, 2 positions – Bookkeeper and Community Relations Director are matched by the DVPP.

Volunteer hours have three different rates because the Coalition office uses three types of volunteers: office help at \$10/hour, interns @ \$15/hr; and board of directors @ \$20/hr.

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

Name/Position	Computation	Federal	Match
Personnel above	FICA 64,261 x 7.65%	4,916	
Personnel above	Retirement match 64,261 x 1%	643	
Personnel above	Workers comp 64,261 x .39%	251	
Personnel above	SUTA to actual percentage	796	
Personnel above Health & Dental to actual percentage		4,646	

### **CATEGORY B FRINGE BENEFITS SUB-TOTAL:**

11,251

Health and dental are prorated for the Trauma Informed Services Specialist and the Data Specialist. Currently the agency has an annual 1% contribution to the retirement benefit.

# **Total Personnel & Fringe Benefits:**

75,512

20,680

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location Item	Computation	Federal	Match
Member Agency	13 mem	ber agencies x \$1,250	16,250	4,063
Direct Service				
1	1		I	I .

#### Training Special conditioned 4,500 1,125 training: 1 trainings Trauma Specialist 2,950 miles x .50 1,475 38

### **CATEGORY C TRAVEL SUBTOTAL:**

22,225

<u>5,226</u>

This travel money is reimbursed directly to the 13 member agencies for their staff to attend direct service enhancement trainings; the match is derived from the member agencies. Each agency completes a match form certifying where this match comes from and the match isn't federal funds.

Most agencies send an average of 4 staff/volunteers to the annual Governor's Commission conference. Registration averages \$100 per person, and hotel at approximately \$99/per night, not including taxes and fees.

The special conditioned training money is spread out among the 13 member agencies staff to attend the Tri State conference.

The Trauma Informed Services Specialist travels to member agencies to assist with direct service challenges and provides trauma informed best practice for advocates work with survivors.

# **D. Equipment** - None requested at this time.

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.



Supply Items	Computation	Federal	Match	
Office supplies; technology upgrades	\$15,100 annually x 16% + \$3,000	5,378	1,450	
Postage	\$ 4,510 annually x 16%	710	200	

### **CATEGORY E SUPPLIES SUB TOTAL:**

6,088 **1**,650

These supplies and postage are necessary for the management of the statewide victim services database and community outreach expenses. \$3,000 is a direct charge for technology upgrades such as computers, printers, etc. related to the grant allowable activities.

The cash match for this section is from the state funded Domestic Violence Prevention Program.

	_		
۲. C	onstri	uction	- None.

**G. Consultants/Contracts** - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	<u>Federal</u>	Match
13 member agencies subcontracts	The Coalition's fo	unding formula is ubcontracts.	1,741,750	435,438
Subtotal:				

**Consultant Expenses**: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

<u>Item</u>	Location	Computation	Federal N	<u> 1atch</u>

Subtotal:

**Contracts**: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item Federal Match

Subtotal:			

### **CATEGORY G SUBTOTAL CONSULTANTS/CONTRACTS:**

1,741,750 435,438

**H. Other Costs** - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

<u> Description</u>	Computation	<u> Federal</u>	<u> Match</u>
Audit	\$12,000 annually x 16%	1,890	600
Insurance	\$10,500 annually x 16%	1,654	500
	The state of the s		
Maintenance &	\$23,300 annually x 16%	3,670	1,216
Repairs			
Copier	\$ 4,600 annually x 16%	725	240
Telephone	\$ 9,000 annually x 16%	1,417	470
Utilities	\$ 7,200 annually x 16%	1,134	375
Advertising	\$ 475 annually x 16%	75	
Accounting	\$ 1,300 annually x 16%	205	
Memberships	\$ 4,000 annually x 16%	630	200
Subscriptions	\$ 640 annually x 16%	100	
Prof Svc	\$ 2,000 annually x 16%	315	
Printing	\$ 6,000 annually x 16%	945	300
Information	\$ 410 x 12 months	4,920	
Technology			
Enhancements			
SA/DV Hotlines	\$ 360 x 12 months	4,320	
*Language Line/In	\$ 2,703 x 12 months	32,425	8,106
Person			
Interpretation			
Translation Services			

### **CATEGORY H SUBTOTAL OTHER COSTS:**

54,425

12,007

The audit, insurance, maintenance and repairs, copier, telephone, advertising, accounting, memberships, subscriptions, professional services, printing and utilities expenses are shared costs and are necessary in order for us to receive the VOCA grant or to perform the services paid for from the VOCA grant.

The amount for the hotlines are estimated, based upon last year's cost, and includes the answering service. The match for Other Costs is from the state funded Domestic Violence Prevention Program. The

Language Line and in person interpretation program has been successful in reaching non-English speaking victims and providing services to them. \*The match for interpretation comes from unrestricted sources such as United Way and/or Domestic Violence Prevention Program and originates at the local agency level. (The Coalition office does not match language line.)

Our website requires constant updating to be an effective outreach and information tool. This expense will pay for the hosting fees, as well as potential programming revisions.

Information technology enhancements includes cost of the victim services database and education/outreach database maintenance and software upgrades.

### Indirect Costs – None

**Budget Summary**- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal (match) funds that will support the project.

<b>Budget Category Amount</b>	Federal	Match
A. Personnel	64,261	20,680
B. Fringe Benefits	11,251	
C. Travel	22,225	5,226
D. Equipment		
E. Supplies	6,088	1,650
F. Construction		
G. Consultants/Contracts	1,741,750	435,438
H. Other	54,425	12,007
Total Direct Costs	1,900,000	475,000

I. Indirect Costs

### **TOTAL PROJECT COSTS**

1,900,000

475,000

Federal Request \$1,900,000

Non-Federal Match Amount

475,000

### **New Hampshire Department of Justice**

### **BUDGET NARRATIVE:**

PERSONNEL AND FRINGE BENEFITS: The Community Relations Director is responsible for outreach to the entire state of New Hampshire in an effort to reach all victims. The Bookkeeper/Data Specialist is responsible for ensuring accuracy of all data collected in two statewide databases that the Coalition supports: the victim services database and the education and outreach database. The Data Specialist also provides training and technical assistance to member program staff for the databases.

The Trauma Informed Services Specialist provides training and technical assistance on trauma informed best practice for advocates work with survivors.

Health insurance is provided for both the Data and Trauma Informed Services Specialist. Dental is for the Trauma Informed Services Specialist.

The Community Relations Director receives a retirement contribution at 1% of her VOCA funded salary.

The cash match is from the state funded Domestic Violence Prevention Program.

Volunteer hours make up the remainder of the match. We use a range of volunteer hourly rates based upon three types of volunteers: office help, board volunteers and intern volunteers.

TRAVEL: Some travel money is reimbursed directly to the 13 member agencies for their staff to attend direct service enhancement trainings; the match is derived from the member agencies. Each agency completes a match form certifying where this match comes from and the match isn't federal funds.

Most agencies send staff/volunteers to the annual Governor's Commission conference. VOCA has long supported direct service trainings for member program staff. This money is reimbursed to our member agencies for travel, registrations, etc. to enhance their direct service delivery. Some of this training money is slated for one specific conference sponsored in part by the NH Dept. of Justice specifically for victim advocates.

Member programs pay the match for the travel/training funds. Those funds are primarily derived from private sources such as donations.

The Trauma Informed Services Specialist travels to member agencies to assist with direct service challenges and provides trauma informed best practice for advocates work with survivors.

SUPPLIES: The supplies and postage are related to community relations and database support work. Match for both supplies and postage, as well as computer upgrades, is derived from the state funded Domestic Violence Prevention Program and the State Victim Assistance funds.

CONSULTANTS/CONTRACTS: The Coalition provides varied support to the 13 crisis center member programs. Through its subcontracts, the Coalition monitors the member programs both programmatically and fiscally, ensuring proper and effective use of federal and state funding.

OTHER COSTS: Audit, insurance, maintenance and repairs, copier, telephone, advertising, accounting, memberships, subscriptions, professional services, printing and utilities are shared costs to support implementation of all of the sections of the budget: community outreach, data collection and support, language line services, etc.

The figures for the statewide hotlines are estimated, and pay for an answering service and the hotline calls. The Coalition is requesting a significant increase in this particular line to cover the actual costs of usage by victims and survivors. The match for "Other Costs" comes from the state funded Domestic Violence Prevention Program and the state victim assistance fund.

The Language Line program has been successful in reaching non-English speaking victims and providing services to them. The Language Line success is seen in the dramatic increase of both the number of minutes and number of calls over the last twelve months. The Coalition is requesting a significant increase in this particular line to cover the actual costs of usage by victims and survivors. The \$5,750 cash match for "Other Costs" is derived from unrestricted sources such as United Way and/or the Domestic Violence Prevention Program and originates at the local member program level. (The Coalition office does not match this line item.)

Our website needs constant updating to continue to be effective as an outreach and information tool, and to reach as many victims possible. The \$1,750 requested from VOCA will be applied to general upkeep of the website.

The victim services database requires annual maintenance and periodic support.



### State of New Hampshire Contract Exhibit B

### SCHEDULE OF PAYMENT

- 1. Awarded programs (subgrantees) that submit a fully executed state issued expenditure report shall be reimbursed by the State of NH within 30 days. Payment will be in the form of an electronic payment to a designated account determined by the subgrantee.
- 2. Expenditure reports should be submitted on a monthly or quarterly basis within 15 days following the end of the month/quarter activities. Electronic submission is appreciated. Expenditure reports submitted later than 30 days following the end of the quarter will be considered late.
- 3. The State's obligation to compensate and reimburse the subgrantee as stated in this agreement shall not exceed the price limitation set forth in form P-37 section 1.8 or allotment of time as set forth in section 1.7.
- 4. Subgrantees are required to maintain supporting documentation for all expenses, both federal and match and to produce said documentation upon request of this Office or any other state or federal audit authority.

### State of New Hampshire Contract Exhibit C

## Special Provisions to the State of New Hampshire Grant Agreement pertinent to VOCA Funding

- 1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:
  - a. Adherence to the following requirements of:
    - i. Victims of Crime Act (VOCA) 42 U.S. Code Section 1402, and the VOCA Final Program Guidelines implemented in the Federal Register Vol. 62, No.77, April 22, 1997. <a href="http://ojp.gov/ovc/voca/vaguide.htm">http://ojp.gov/ovc/voca/vaguide.htm</a>.
    - ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended;
    - iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
    - v. Title IX of the Education Amendments of 1972;
    - vi. The Age Discrimination Act of 1975;
    - vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35 and 39);
    - viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at <a href="http://ojp.gov/financialguide/DOJ/pdfs/2015">http://ojp.gov/financialguide/DOJ/pdfs/2015</a> DOJ FinancialGuide.pdf
  - b. Pursuant to Executive Order 13513,"Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
  - c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
- 2. Reports and Certifications Required
  - a. Subrecipient will be required to file quarterly performance reports.

- b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.
- 3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
- 4. The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
- 7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-VA-GX-0007 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
- 8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (Federal Grant # here) awarded by the Office for Victims of Crime, Office of Justice

- Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
- 10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
- 11. The Subrecipient <u>must utilize volunteers</u> to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
- 12. The Subrecipient agrees that <u>all services will be provided at no charge</u> to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
- 13. The Subrecipient agrees to <u>assist victims in applying for Victims Compensation</u> benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
- 14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, needs assessments, focus groups, lobbying, participation in multi-disciplinary meetings/task forces, protocol development, substance abuse treatment services, fundraising and services to inmates even if they are victimized as a result of their incarceration.
- 15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies

to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

### Mail:

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

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881

additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

- 16. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
- 17. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
- 18. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
- 19. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit
- 20. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants

Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <a href="http://www.doj.nh.gov/grants-management/civil-rights.htm">http://www.doj.nh.gov/grants-management/civil-rights.htm</a> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

24. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

### Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### DEPARTMENT OF JUSTICE

### STATE OF NEW HAMPSHIRE



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

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

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

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

Lyn M. Schollett, Executive Director

Name and Title of Head of Agency

Signature

NH Coalition Against Ormestic & Sexual Violence

Name and Address of Agency

Po Box 353

Concord NH 03302-0353

### 25. Certification Regarding EEOP Required:

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

Additional information on EEOP requirements may be found

here: http://ojp.gov/about/ocr/faq\_eeop.htm

### **INSTRUCTIONS**

### **Completing the Certification Form**

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section

A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

### **Section A**

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

NH Department of Justice Victims of Crime Act-VOCA Assistance Sub-grant application SFY 17: July 1, 2016 – June 30, 2017

> LMS 5-27-16

### Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

### Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

### **Section D**

Recipients that (1) receive a single award over \$500,000; and (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such subrecipient by completing Section D.

### **Submission Process**

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15

The form can be found at:

http://ojp.gov/about/ocr/pdfs/cert.pdf

Or you may use the form on the following page.

### **CERTIFICATION FORM**

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

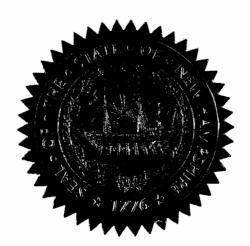
Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: NH Coalition Against Domestic and Sexual Violence
Address: POBOX 353, Concerd N/H 03302-0353
Is agency a;   Direct or Sub recipient of OJP, OVW or COPS funding?   Law Enforcement Agency?   Yes No
DUNS Number: 602021487 Vendor Number (only if direct recipient)
Name and Title of Contact Person: Lyn M. Schollett, Executive Director
Telephone Number: 603 224 - 8893 E-Mail Address: 14n @ nhcadsv. org
Section A—Declaration Claiming Complete Exemption from the EEOP Requirement
Please check all the following boxes that apply.
ALess than fifty employees.   Indian Tribe  Medical Institution.
□ Nonprofit Organization □ Educational Institution □ Receiving a single award(s) less than \$25,000.
I, Lyn M. Schollett [responsible
official, certify that the NH (alition Against Comestix & Sexual Violence
[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
I further certify that the NH Coaliton Against Pomestic & Sexual Violence [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D
Lyn M. Schollett, Executive Director Dung on thall
Print or Type Name and Title Signature Date
Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying
That an EEOP Is on File for Review
If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then
the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):
I, [responsible
official], certify that
[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less
than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
[organization],
[address].
Print or Type Name and Title Signature Date
Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil
Rights for Review
If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.
I, [responsible
official, certify that
[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an
EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on
[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D
Print or Type Name and Title Signature Date

## State of New Hampshire Bepartment of State

### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE is a New Hampshire nonprofit corporation formed April 30, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12<sup>th</sup> day of April A.D. 2016

William M. Gardner Secretary of State

### **CERTIFICATE OF VOTE**

I, Amy Vorenberg	, do hereby certify that:
(Name of the elected Officer of the Agency; cannot	ot be contract signatory)
I am a duly elected Officer of _the NH Coalition Against (Agency)	st Domestic and Sexual Violence. y Name)
2. The following is a true copy of the resolution duly adop	pted at a meeting of the Board of Directors of
the Agency duly held on April 22, 2014: (Date)	
RESOLVED: That the _Executive Director (Title of Contract	ct Signatory)
is hereby authorized on behalf of this Agency to enter int execute any and all documents, agreements and other in or modifications thereto, as he/she may deem necessary	nstruments, and any amendments, revisions,
3. The forgoing resolutions have not been amended or re	evoked, and remain in full force and effect as of
the <u>27</u> day of <u>May</u> , 20 <u>16</u> . (Date Contract Signed)	
4Lyn M. Schollett is the duly elected (Name of Contract Signatory)	Executive Director (Title of Contract Signatory)
of the Agency.	(Signature of the Dected Officer)
STATE OF NEW HAMPSHIRE	Q
County of Merrimack	
The forgoing instrument was acknowledged before me the	his <u>27</u> day of <u>May</u> , 20 <u>16</u> ,
By _Amy Vorenberg (Name of Elected Officer of the Agency)	Pamala Eafir
	(Notary Public/Justice of the Peace)
(NOTARY SEAL)	
Commission Expires: 10-29-19	



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/26/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER			CONTACT Pat Mack	•			
E & S Insurance	Services	LLC	PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-71				
21 Meadowbrook I	Lane		E-MAIL ADDRESS: pat@esinsurance.com				
P O Box 7425			INSURER(S) AFFORDING COVER	AGE	NAIC #		
Gilford	NH	03247-7425	INSURER A: Great American Ins Gro	oup			
INSURED			INSURER B Liberty Mutual Agency	Corporation	,		
NH Coalition Against Domestic and Sexual Violence			INSURER C :	*****			
PO Box 353			INSURER D :				
			INSURER E :				
Concord	NH	03302	INSURER F :				
COVERAGES		CERTIFICATE NUMBER:CL165309	540 REVISION	NUMBER:			

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

INSR LTR			ADDL :		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
					MAC5464236-15	5/15/2016	5/15/2017	MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	x	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
	ΑU	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	100,000
A		ANY AUTO						BODILY INJURY (Per person)	\$	
^		ALL OWNED SCHEDULED AUTOS			MAC5464236-15	5/15/2016	5/15/2017	BODILY INJURY (Per accident)	\$	
	х	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
									\$	
	x	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	1,000,000
A		EXCESS LIAB X CLAIMS-MADE						AGGREGATE	\$	1,000,000
		DED X RETENTION\$ 10,000			UMB8234007-08	5/15/2016	5/15/2017		\$	
		RKERS COMPENSATION DEMPLOYERS' LIABILITY						PER X OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	500,000
В	(Mai	ndatory in NH)			WC5-31s-604577-016	5/15/2016	5/15/2017	E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If ye	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
DESC	PID	TION OF OBERATIONS / LOCATIONS / VEHIC	LES /	ACOR	D 101 Additional Remarks Schodule	may be attached if m	oro enaco ie roa	uirod)		

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

CERTIFICATE HOLDER	CANCELLATION
New Hampshire Dept of Justice 33 Capitol Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
concord, Mi obbot	AUTHORIZED REPRESENTATIVE
	Pat Mack/PAT Pat Mack