ATTORNEY GENERAL UN24'19 AM10:00 DAS

DEPARTMENT OF JUSTICE

33 CAPITOL STREET CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD ATTORNEY GENERAL



JANE E. YOUNG DEPUTY ATTORNEY GENERAL

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June 21, 2019

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

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter into a subgrant **retroactive to July 1**, **2019** with the Sullivan County Attorney's Office, Newport NH (Vendor #177482-B002), in the amount of \$15,000 from the Federal Violence Against Women Act for the purpose of providing services to victims of domestic, sexual, dating and stalking violence upon approval of the Governor and Executive Council through December 31, 2019. 100% Federal Funds.

Funding is available and is contingent upon the availability and continued appropriation of funds as follows:

02 20 20 201510 5017	SFY
02-20-20-201510-5017	2020
Violence Against Women Act	
072-500574, Grants Federal	\$15,000

EXPLANATION

This request is **retroactive** because the contract paperwork was not received in hardcopy form in time to meet the deadline for June 19, 2019 Governor and Executive Council meeting.

This subgrant is from the Federal Fiscal Year (FFY) 2018 funds that New Hampshire receives annually from the U.S. Department of Justice, Office on Violence Against Women, Violence Against Women Act Grant (VAWA). The grant is targeted specifically at deterring crimes involving violence against women and aiding women who are victims of crime. A statutory requirement of the VAWA grant program is that agencies representing law enforcement will be allocated at least 25% of the award; prosecution offices will be allocated at least 25% of the award; will be allocated at least 30% of the award (with at least

His Excellency, Governor Christopher T. Sununu and the Honorable Council June 21, 2019 Page 2 of 2

10% of that to be distributed to culturally specific community-based services and 5% to the courts). Lastly, 20% of the funding must be expended for services to sexual assault victims.

Sullivan County was selected through a competitive bid process for prosecuting agencies. Sullivan County was the only applicant. The Sullivan County Attorney's Office will utilize the grant funds towards hiring a Victim Advocate who will work specifically with victims of domestic, sexual, stalking and dating violence. This Advocate will provide support services to these victims in the district courts of Sullivan County. If Sullivan County's project is successful during this grant period it is expected that they will become a core provider and receive funding annually.

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, Jane E. Young Deputy Attorney General

#2429667

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.					
1.1. State Agency Name		1.2. State Agency Address			
New Hampshire Department of Justice		33 Capitol St. Concord, NH 03301			
1.3. Subrecipient Name		1.4. Subrecipient Address			
Sullivan County Attorney	's Office	14 Main St. Suite 4, Ne	wport, NH 03773		
1.5 Subrecipient Phone #	1.6. Account Number	1.7. Completion Date 1.8. Grant Limitation			
603-863-7950	5017-072-500574	12/31/2019 15,000			
1.9. Grant Officer for State Age	ncy	1.10. State Agency Telephone	Number		
Kathleen B. Carr		603-271-1234			
"By signing this form we certify including if applicable RSA 31:5		ny public meeting requirement fo	r acceptance of this grant,		
1.11. Subrecipient Signature 1		1.12. Name & Title of Subreci	ipient Signor 1		
		MMC HATNA	Mone HATTHALLAY, Cty. Alty		
Subrecipient Signature 2 If Appl	icable	Name & Title of Subrecipient Signor 2 If Applicable			
1.13., Acknowledgment: State of New Hampshire, County of Saujian on 51/2019, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.					
1.13.1. Signature of Notary Public or Justice of the Peace MELANIE I. O'SULLIVAN State of New Hampshire Notary Public / Justice of the Peace Notary Public / Justice of the Peace					
(Seal) Ny Commission Expires October 7, 2020					
1.13.2. Name & Title of Notary Public or Justice of the Peace . Manne Bullinan, Other Administrator					
1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s)					
Kousses Carris Kontheen Carris Director of Administration					
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)					
By: Dianae Mart Assistant Attorney General, On: 6 121/19					
1.17. Approval by Governor and Council (if applicable)					
By:		On: / /			

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

Rev. 9/2015

Subrecipient Initial(s):

- <u>AREA COVERED</u>, Except as otherwise specifically provided for herein, the 9.2. Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become 9.3. effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon 9.4. signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT. 9.5.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 10.
- 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, 11. incurred by the Subrecipient in the performance hereof, and shall be the only, 11.1. and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and 11.1.1 notwithstanding unexpected circumstances, in no event shall the total of all 11.1.2 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3 set forth in block 1.8 of these general provisions. 11.1.4
- <u>COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS</u> 11.2. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or 11.2.1 municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
- 7. <u>RECORDS and ACCOUNTS</u>.
- 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 11.2.2 connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 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 12. (as that term is hereinafter defined), and other information relating to all matters all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
- 8. PERSONNEL
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to 12.2. perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, 12.3. subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or 8.3. appointed.
- a.5. appointed, The Grant Officer shall be the representative of the State hercunder. In the event 12.4, of any dispute hercunder, 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 13. things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

- EVENT OF DEFAULT: REMEDIES.
- Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- .1.1 Failure to perform the Project satisfactorily or on schedule; or
- .1.2 Failure to submit any report required hereunder; or
- 1.1.3 Failure to maintain, or permit access to, the records required hercunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 1.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 1.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- .2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 1.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 2. <u>TERMINATION</u>
 - 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 carned to and including the date of termination.
- 3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hercunder.
- 4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
- <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 approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

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Subrecipient Initial(s): UBH _____ Date: 05-09-2019 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 14. Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and 18. are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15 ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written 19. consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold 20. harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out 21. of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of 22 this agreement.
- INSURANCE AND BOND. 17,
- 171 The Subrecipient shall, at its own expense, obtain and maintain in force, or 23. shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all 24. 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

- personal interest or the interest of any corporation, partnership, or association 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the 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.

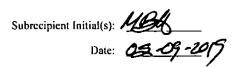


EXHIBIT A

-SCOPE OF SERVICES-

- 1. Sullivan County Attorney's Office as the Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under Services, Training, Officers, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.
- 2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1st, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.
- 3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
- 4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
- 5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
- 6. All correspondence and submittals shall be directed to: NH Department of Justice Grants Management Unit 33 Capitol Street Concord, NH 03301 603-271-8091 or Travis.Teeboom@doj.nh.gov

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Subrecipient Initials

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

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

3a. The Subrecipient shall be awarded an amount not to exceed \$15,000 of the total Grant Limitation from 7/1/2019 through 12/31/2019, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.



EXHIBIT C

-SPECIAL PROVISIONS-

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

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Subrecipient Initials <u>HB-65</u> Date <u>Date 205-09-2049</u>

<u>Exhibit C</u> State of New Hampshire Grant Agreement

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subrecipient"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program outlined in this application package, if funded by STOP Violence Against Women formula grant funds, will adhere to the following guidelines and conditions:

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

2. The subrecipient agrees to implement this project within ninety (90) days following the grant award date or provide a letter to this office outlining their reasons for delay. Grant programs not started within (90) days of the original grant award date are subject to automatic cancellation of their grant funding.

3. The subrecipient assures that federal funds received for this grant program will <u>not</u> be used to supplant State and local funds that would otherwise be available for the program's purpose. The subrecipient further assures that the Violence Against Women Program grant funds will be expended only for purposes and activities covered within the subrecipients approved application.

4. The subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting of requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at http://www.justice.gov/ovw/conference-planning.

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

6. If the subrecipient currently has other active awards of federal funds, or if the subrecipient received any other award of federal funds during the periods of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NH Department of Justice Grants Management Unit in writing of the potential duplication, and, if so requested by the NH Dept. of Justice, must seek a budget-modification to eliminate any inappropriate duplication of funding.

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7. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents (paper or electronic) related to this Violence Against Women Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis to ensure that materials and products (written, visual, or sound) developed with the OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

8. The subrecipient agrees to maintain detailed time and attendance records for personnel positions funded with Violence Against Women grant program funding.

9. The subrecipient agrees that all Violence Against Women Program grant and <u>match funds</u> will be expended only on program allowable activities. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities or budget changes or the subgrant start and/or ending dates, which were set forth in the subrecipient's application.

10. The subrecipient agrees that the federal share of a subgrant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application. The subrecipient also agrees to the following:

- a) Victim Service providers receiving STOP grants will not be required by the state to provide matching dollars.
- b) The subrecipient will provide no less that 25 percent matching funds for subgrants awarded to victim services providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

11. Equipment purchased with Violence Against Women Program grant funds shall be inventoried by the subrecipient. The inventory must include the item description, serial number, cost, location, and percentage of federal Violence Against Women Program grant funds expended on the item.

12. The subrecipient agrees that the title to any equipment purchased with Violence Against Women Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the intended purposes for which it was acquired.

13. The subrecipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking without specific prior approval from the NH Department of Justice Grants Management Unit. However, grant funds may be used to support, inform, and provide outreach to victims regarding available services.

14. The subrecipient at any tier shall comply with USDOJ regulations pertaining to civil rights and nondiscrimination under 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relates to an equal employment opportunity program.

15. 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,

Subrecipient Initials

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 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <u>https://www.doj.nh.gov/grants-management/civil-rights.htm</u> 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.

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

17. Any subrecipient at any tier, must comply with all applicable requirements of C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to the subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and requirements that are faith-based or religious organizations.

18. The subrecipient agrees to comply with all relevant statutory requirements, which may include, among other relevant authorities the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968. 34 U.S.C. §§ 10101 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization of 2013, P.L.113-114 and OVW's implementation regulations at 28 CFR Part 90.

19. 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 www.lep.gov. (Executive Order: 13166)

Special Conditions-2018 Last Edited October 2018

Subrecipient Initials Date 05 -09.

20. 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 U.S. <u>https://www.uscis.gov/i-9</u>

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

Federal law generally prohibits federal funds awarded by OVW being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modify any such award. See 31 U.S.C. § 1352. Certain expectation to this law will apply, including an expectation that applies to Indian tribes and tribal organizations.

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

22. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

23. Repayment of this grant may be required if the subrecipient receives a state or federal forfeiture, which exceeds the amount of the grant award.

24. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("Subgrantees") to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by this award, and to establish workforce safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. In regard to the Publication Disclaimer for Stop Formula subrecipients, all materials and publications (written, web-based, visual, or audio) resulting from subaward activities shall contain the following statements:

"This project was supported by subgrant No. _______ awarded by the state administrating office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Any subrecipient, at any tier, must comply with this condition.

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

27. 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 Department of Justice.

28. 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.

29. State or local prosecution, law enforcement, and courts must have consulted with their local victim service programs during the course of developing their grant applications in order to ensure that proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

30. No charges to the victim shall be allowed by any organization or agency that receives funding from this federal grant program. No program income shall be generated.

31. The subrecipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools. The subrecipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

32. All 501(c)(3) organization ("except churches") doing business in New Hampshire must be registered with the NH Charitable Trust Unit at the NH Department of Justice and may have additional requirements to register with the NH Secretary of State's office dependent upon the structure of your organization. See <u>http://doj.nh.gov/site-map/charities.htm</u>

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

34. The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour and not to exceed \$650.00 per day. To exceed this specific maximum rate, recipients must submit to the Office of Violence Against Women a detailed justification and have such justification approved by the Office of Violence Against Women prior to the obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rates in excess of \$81.25 per hour and not to exceed \$650.00 per day. Although prior approval is not

Subrecipient Initials

required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

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

36. The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

37. The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's approved application. The subrecipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grants funds for such work or activities, without prior approval. The subrecipient must submit all proposals of changes in work or activities that are not described in the grant application to the NHDOJ Grants Management Unit. Subrecipients are not to follow through any changes until prior written approval from the NHDOJ Grants Management Unit.

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

39. The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the NH Department of Justice any credible evidence that a principal, employee,

Subrecipient Initials

agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse or misconduct involving or relating to funds under this reward should also be reported to the OIG by (1) mail directed to: Office of Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 2053; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (Phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <u>https://OIG.justice.gov/hotline.com</u>

40. No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under the award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance to law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

41. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. 21f the NHDOJ and or the USDOJ learns or is notified that the subrecipient ("subgrantees") at any tier, including recipients of "subawards" and procurement contracts granted by subrecipients, is or has been requiring its employees or contractors or subcontractors to execute confidentiality agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the agency.

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

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

Should a question arise as to the applicability of the provisions of 41 US.C. 4712 to this award, the subrecipient can contact the NHDOJ Grants Management Unit for guidance.

43. The recipient and subrecipients at any tier agrees to follow the applicable set of general terms and conditions that are available at <u>http://www.justice.gov/ovw/grantees#award-conditions</u>. These do not supersede any specific conditions in the award document.

44. Any subrecipient ("subgrantee") at any tier must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <u>http://www.justice.gov/ovw/award-conditions</u> (Award Conditions: General Appropriation-Law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient should or might fall within the scope of an appropriations-law

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restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance. The NH DOJ Grants Management Unit will contact OVW and request permission for the subrecipient to proceed. The subrecipient, at any tier, may not proceed without prior notification of approval by the NHDOJ Grants Management Unit.

45. The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients (subgrantees"), or individuals defined (for purposes of this conditions) as "employees" of a subrecipient. The details obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at <u>http://www.justice.gov/ovw/award-conditions</u> (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

46. In pursuant to 2 C.F.R. 200.315 (b), the State of New Hampshire may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in the whole of in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

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

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

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

The details of the recipient and subrecipient obligations related to SAM and to the unique entity identifiers are posted on the OVW Website at <u>http:///www.justice.gov/ovw/award-conditions</u> (Award Conditions: requirements related to system for Award Management (SAM) and unique entity identifiers), and are incorporated by references here.

48. The recipient and subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (Currently, "FAPIIS").

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The details of the subrecipient's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <u>http://www.justice.gov/ovw/grantees#award-conditions</u> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

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

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full above, or a certification or assurance related to conduct during the award period, may result in the Office on Violence Against Women ("OVW") and or the NHDOJ taking appropriate actions with respect to the subrecipient and the award. Among other things, OVW or the NHDOJ Grants Management Unit may withhold award funds, disallow costs, or suspended or terminate the award. OVW and or the NHDOJ may take other legal actions as appropriate.

Any false material, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of material fact) may be the subject to criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 379-3730 and 3801-3812)

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

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

Subrecipient Initials Date 05 -09 -20

54. The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

MATANA - SCA Name and Title of Authorized Representative

Date

Signature Date Date Date

Subrecipient Initials Date 15 -09 -20

CERTIFICATE OF AUTHORITY

I, George Hebert Clerk of the Board of Commissioners of Sullivan County NH (government) do hereby certify that:

- (1) The Sullivan County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice on (Date): 05/06/2019;
- (2) The Sullivan County Board of Commissioners further authorizes the Sullivan County NH County Attorney to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

Marc Hathaway

(5) The foregoing resolutions remain in effect throughout the month of May & June 2019 and authorizes **Sullivan County Attorney Marc Hathaway** to sign the grant contract, and any other documents related to the New Hampshire Department of Justice's Violence Against Women Formula Grant Program: for the Services *Training*Officers*Prosecutors (S.T.O.P) grant; and, I acknowledge, here, that Sullivan County Attorney Marc Hathaway ratified the grant contract on (date) **May 9, 2019**.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of Sullivan County Board of Commissioners this 23rd day of May 2019/

George Hebert, Clerk of the Sullivan County Board of Commissioners

STATE OF NEW HAMPSHIRE

On this the 23rd day of May 2019 before me: Sharon J. Callum, the undersigned officer, personally appeared: George Hebert, who acknowledged their self to be the Clerk of the Board of Commissioners for the Sullivan County NH (government) being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereuntering, and official seal.



Justice of the Peace/Notary Public Commission Expiration Date: 1001 2019



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	Member Number:		Company Affording Coverage:	
Sullivan County 14 Main Street Newport, NH 03773	606		NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration D		
X General Liability (Occurrence Form)	7/1/2019	7/1/2020		
Professional Liability (describe)			General Aggregate \$ 2,000,000	
Claims Doccurrence			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	
Workers' Compensation & Employers' Lia	bility	i	Statutory	
			Each Accident	
			Disease - Each Employee	
			Olsease - Policy Limit	
Property (Special Risk includes Fire and Theft			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: In regards to Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.				
CERTIFICATE HOLDER: X Additional Covere	d Party Loss I		Relman3 - Mill Dublia Diale Management Function	
	uraity [1088]	- ayee	Primex ³ – NH Public Risk Management Exchange	
		1.	Bur Were Both Derecht	

New Hampshire Department of Justice	Date: 6/21/2019 mpurcell@nhprimex.org
33 Capitol St	Please direct inquires to:
Concord, NH 03301	Primex ³ Risk Management Services
	603-225-2841 phone
	603-228-3833 fax



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 ilmited 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 8 (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

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

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

Participating Member:	n Member: Member Number: C		Company Affording Coverage:				
Sullivan County 14 Main Street Newport, NH 03773	606	606 NH Public Risk Management Exchange - Prime Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		change - Primex ³			
Type of Coverage		ffective Date nm/dd/yyyy)	Expiration (mm/dd/y		Liml	ts - NH Statutory Limits	May Apply, If Not
General Liability (Occurrence Form)					Eac	h Occurrence	
Professional Liability (describe)				[Gen	eral Aggregate	
Claims Occur Made Occur	rence				Fire fire)	Damage (Any one	
					Med	Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: Any auto					(Each	nbined Single Limit Accident) regate	
X Workers' Compensation & Employe	rs' Liability	7/1/2019	7/1/202	20 l	X	Statutory	
					Eac	h Accident	\$2,000,000
			•	[Dise	858 — Each Employee	\$2,000,000
					Dise	880 - Policy Limit	
Property (Special Risk includes Fire an	d Theft}					ket Limit, Replacement (unless otherwise stated)	
Brandedhar Brack (Dirac Mark							

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex	^a – NH Public Risk Management Exchange
			By:	Many Beth Purcett
New Hampshire Department 33 Capitol St Concord, NH 03301	of Justice		Date:	6/21/2019 mpurcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services
				603-225-2841 phone 603-228-3833 fax

Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

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

The <u>Mane Harringer</u> (Applicant) certifies that any funds awarded through grant number <u>2019W01</u> shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: <u>Home Harry Aug, Sulluss (Hy Atta</u> Date: <u>Date: 05,09-2019</u>

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

I. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

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

3. FEDERAL TAXES

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

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650: A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name and Title of Head of Agency

Signature

Date

apit DH 4 Migin Smel, 101 Name and Address of Agency

EEOP Reporting

I, JANE	IONT2	[responsible official], certify that
SULLIVAN	COUNTY	_[recipient] has completed the EEO reporting tool certification
form at: https://ojp.j	ov/about/ocr/faq	<u>ecop.htm</u> on <u>9/19/17</u> [Date]
And that JAN	E VONTZ	
training at https://ojp	gov/about/ocr/ocr-tr	aining-videos/video-ocr-training.htm on: <u>5/10/19</u> [date]

I further certify that: <u>IANE</u> <u>IONTZ</u> [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Jane Jone Signature:

Date: 5/10/19



U.S. Department of Justice Office on Violence Against Women

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

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

(A) In general

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

(B) Nondisclosure

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

(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or

(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

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

(C) Release

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

(i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and

(ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share-

(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;

(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and

(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may-

(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;

(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

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

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

Marc B. Hathaway Typed Name of Authorized Representative Sullivan County <mark>ttorn</mark>ey Title

Telephone Number 603-863-7950

Signature of Authorized Representative

<u>ہے، ج- کے ک</u> Date Signed

Sullivan County Attorney's Office

Agency Name

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

Position Title: VAWA Grant Victim Witness Coordinator

Statement of Duties

This position is like others within the County Attorney's Office, but where the actual work tasks are apt to be somewhat different. The term "may" is used to allow for individual differences, and should be taken to mean "may not" as well. Duties are descriptive but not restrictive, and not all duties listed are necessarily performed by all members of the class.

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Position Functions

The objective of the victim/witness coordinator position is to enhance the relationship between victims, witnesses, police departments, the court system, and the Prosecution Office, which is achieved, in part, through information sharing and education about the criminal justice process (focusing on fair treatment with respect for victims' privacy and dignity). The coordinator also works to reduce the emotional and financial impact on victims. Essential job functions include:

- 1. Reviewing new Circuit Court cases involving of domestic violence, stalking, dating and sexual violence. Ensuring compliance with all State and Federal laws covering victim's rights.
- 2. Promptly notifying victims about bail conditions / arraignments, and providing information about jail release notification when the defendant may be released. Related paperwork to the County Department of Corrections.
- 3. Assisting with appropriate releases and related paperwork related to confidential records (medical, mental health, school, and others).
- 4. Providing victims and witnesses with support, information and guidance throughout the criminal justice process.
- 5. Accompanying victims and witnesses to trials and other court hearings. Assisting with related reimbursement paperwork and process.
- 6. Seeking and sharing victim input throughout the process, including but not limited to potential restitution information.
- 7. Working directly with the assigned prosecutor and legal assistant during all aspects of case preparation and prosecution.
- 8. Continuing referrals to the crisis center, victims' compensation, VINE, and other available resources.
- 9. Training law enforcement and other key players (victim/witness needs, Lethality Assessment Program, other VAWA-related topics).
- 10. Maintaining related records and statistics for each case.

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- 11. Communicating with the NH Department of Corrections, Probation/Parole Officers, and others involved in post-conviction matters.
- 12. Attending other training, community partnership meetings, and maintaining knowledge of current criminal law and procedure.

Among other performance measures, the coordinator will seek direct contact with each victim/survivor within 24-48 hours of arrest, especially to seek follow-up photographic evidence when appropriate. The victim/witness coordinator will update/expand on the victim's contact information and make appropriate referrals to TPN and other services, as well as other State and Federal resources including Victims Compensation.

Minimum Qualifications

A candidate for this position should be a high school graduate or equivalent and have computer skills. The incumbent should have up to three (3) years office administration or criminal justice experience or combination of training and work experience with progressive responsibilities as would demonstrate possession of the required knowledge and abilities to perform work. An Associates Degree in Criminal Justice, Office Management, Business Management, Medical Records or equivalent could substitute for two years of experience.

A candidate for this position should have a good working knowledge of business English, and/or medical terminology, spelling and arithmetic; modern office appliances, practices and procedures, and basic elements of human resources management record-keeping. A candidate should have the ability to make arithmetical computations and tabulations with speed and accuracy, keep complex clerical records and prepare accurate reports from such records, prepare effective correspondence on routine matters and perform routine office management details without referral to a supervisor, and establish and maintain effective working relationships with other employees and the general public.

A candidate for this position must be proficient in the computer-based software programs that support this level of work, including but not limited to: Microsoft Office Suite (Word, Excel, PowerPoint, and Outlook), Adobe Acrobat, and ability to learn and operate custom application systems.

A candidate for this position must be able to successfully establish priorities and work independently. Excellent organization skills with attention to detail are necessary, as is a flexible manner to adapt to changes in direction at a moment's notice when necessary.

Physical & Mental Requirements

Work is performed primarily in an office or courtroom setting. The incumbent works in a moderately noisy setting and may be exposed to fumes or airborne particles and moving mechanical parts up to 1/3 of work time. Much of the work involves exposure to evidence of violence against others, including acts of domestic and sexual violence.

Physical demands generally involve standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling and tasting or smelling up to 1/3 of the time; sitting, talking or listening/hearing, or reaching with hands and arms more than 2/3 of the time. Frequently weight is

lifted or force exerted up to 10 lbs., occasionally weight is lifted or force exerted up to 30 lbs.; seldom is weight lifted or force exerted up to 60 lbs. The position has normal vision requirements. Equipment used includes personal computers and office machines, and may also include automobile, telephones, camera, and calculator.

Job Environment

Work at this level involves both standard and non-standard practices and procedures that may require the incumbent to analyze and evaluate facts and circumstances. Incumbent is expected to process and handle several details with accuracy and completeness. In most instances, standard practices and general work applications govern the work activity of the incumbent, but are not always clearly applicable. The incumbent is expected to use judgment in selecting the appropriate course of action, and normally the choice is among available alternatives.

Errors made could result in delay or loss of service, monetary loss, or legal liability.

The incumbent may have frequent contact with the public through orientation of volunteers, family visitors, clergy, vendors, contractors, and administrative appointments. Other contacts may be with other County staff, other law enforcement agencies, other county agencies, the County Commissioner's office, vendors, and probation officers. Contacts occur in person, through use of the telephone and other communications equipment and writing.

Be able to work with frequent interruptions and respond appropriately to unexpected situations.

Supervision

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Incumbent works under general supervision from the Assistant County Attorney / Claremont Court Prosecutor, who checks on work principally through results achieved. In most instances, incumbent plans and carries out regular work in accordance with standard procedures and previous training. Technical and policy matters are discussed with superior(s). Most day-to-day work is performed with a high degree of independence.

The incumbent may have full access to confidential records, and may be regularly exposed to information pertaining to criminal investigations and records, including domestic and sexual violence.

Work changes can generally be anticipated, except in emergency or crisis situations. Incumbent works on a fixed daily shift. References and background check required.

I have read and understand the Job Description for the VAWA Grant Victim Witness Coordinator.

Sullivan County, New Hampshire

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Signature of Employee

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Date

Witnessed

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Date

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