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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

May 17, 2016

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

REQUESTED ACTION

Authorize the Department of Justice to enter into subgrants with the agencies listed below in the amount of \$990,000, from the Federal Fiscal Year 2015 Victim of Crime Act Grant for the purpose of supporting programs providing direct services to victims of crime and for training to direct service providers from the period effective upon Governor and Executive Council approval through June 30, 2017. 100% Federal Funds.

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

072-500575	CASA of NH	156690-B001	\$275,000
072-500575	Northern Human Services, Colebrook	177222-B001	\$75,000
072-500575	Northern Human Services, Berlin	177222-B009	\$75,000
072-500575	Northern Human Services, Carroll Co.	177222-B005	\$95,000
072-500575	Rockingham County CAC	158817-B001	\$75,000
072-500574	Merrimack County CAC	177435-B005	\$75,000
072-500575	Carroll County CAC	165511-B001	\$75,000
072-500575	Coos Co. CAC	167955-B001	\$75,000
072-500576	NH Department of Corrections	177896-B001	<u>\$170,000</u>
TOTAL			<u>\$990,000</u>

EXPLANATION

In previous actions, the Governor and Executive Council authorized the Department of Justice to award subgrants to the above programs under the Victims of Crime Act Grant (VOCA) program administered through the Office for Victims of Crime. In Federal Fiscal Year 2015, Congress raised the amount of the Crime Victims Fund to be made available to the States for supporting programs providing direct services to victims of crime. The corresponding increase for New Hampshire allowed the Department to allocate almost \$6 million additional funds over the course of the four-year grant period.

A priority for the allocation of the funds was to increase subgrants to direct service providers that have been the core, stable, accessible organizations that victims rely upon to meet needs for safe shelter from domestic violence, crisis intervention, and advocacy in the courts as well as in the entire criminal justice process. The requested action is to subgrant funds to the following victim service areas:

Court Appointed Special Advocates (CASA) of NH provides support and advocacy for child victims in the court system.

Northern Human Services in Colebrook, Berlin and Carroll County provide professional mental health services and case management to victims of crime, as well as outreach and training to service providers in the North Country.

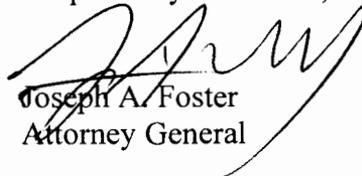
Rockingham County, Merrimack County, Carrol County and Coos County CACs provide forensically sound interviews of child abuse victims in a safe, child-friendly atmosphere.

The New Hampshire Department of Corrections Victim Services Unit provides support and advocacy to victims.

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

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

Respectfully submitted,

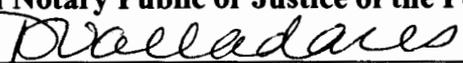
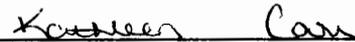
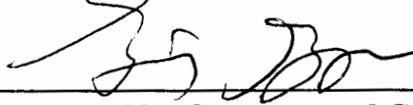

Joseph A. Foster
Attorney General

JAF/jeb
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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 State of New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St., Concord, NH 03301	
1.3. Subrecipient Name CASA of NH Court Appointed Special Advocates		1.4. Subrecipient Address PO Box 1327 Manchester NH 03105-1327	
1.5 Subrecipient Phone # (603) 626-4600	1.6. Account Number 09-20-20-301510 -5021 805575	1.7. Completion Date June 30, 2017	1.8. Grant Limitation \$275,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-0110	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Marcia Sink, President/CEO	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, on 9/13/16, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Diane Valladares, JP			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 4/19/16			
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").

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

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Exhibit A:

VOCA Application Project Narrative: Scope of Work

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

CASA of New Hampshire strives to protect the right of our state's most vulnerable children to live, learn, and grow in the embrace of a loving family. Our purpose is to provide well-trained and caring Guardians ad Litem (GALs) for abused and neglected children who come to the attention of NH's courts through no fault of their own. **No other organization in the state provides this critical service.**

The problem CASA of NH addresses is the historic and ongoing victimization of our state's most fragile populations – children and young people, birth to 21, who suffer abuse and/or neglect at the hands of their parents or primary caretakers. Sometimes this problem goes undetected; but other times, law enforcement or state child protective services intervene. The most serious cases are referred to the New Hampshire courts for adjudication and resolution. It is essential that the needs of these children be brought to the forefront, but many times there is no one in the court system who can devote adequate attention to the child's best overall interest, gather necessary information and offer insight into the child's background and current circumstances. Most important is helping these young victims heal from their physical and emotional injuries, keep them at the center of judicial proceedings, and guide them toward safe, permanent homes. Failure to do so not only violates the children's rights, but it compounds their original victimization and puts them at high risk for serious ongoing problems that persist into adulthood – including, delinquency, crime, and repeating the cycle of intra-family abuse.

Prominent studies of child abuse point to several unfortunate outcomes for victims as they mature without intervention. Adolescents who were victims of sexual assault are three to five times more likely to suffer from posttraumatic stress disorder, be abused again, be dependent on drugs and alcohol, or commit delinquent acts compared with other children, according to a nationally representative sample. In addition, girls who witnessed violence are nearly twice as likely as boys to experience posttraumatic stress disorder later in life. Being abused or neglected as a child increases the likelihood of arrest as a juvenile by 59 percent, as an adult by 28 percent, and for a violent crime by 30 percent according to one study that looked at more than 1,500 cases over time.

To address this problem Congress enacted the Child Abuse Prevention and Treatment Act (CAPTA). This act, which was first introduced in 1974 and updated several times since, requires, among other things, that all participating states ensure that every abused and neglected child in a court case is appointed a *Guardian ad Litem* (GAL). GALs do not act as a child's attorney and they are not social workers. Their role is to advocate for what is in the child's best interests. GALs become the "eyes and ears" of the court, making independent, objective recommendations to the judge about what is best for the child based on all of the collected information.

Subsequent to CAPTA's initial passage, states including New Hampshire began to develop new child protection intervention systems including agencies whose purpose is to respond to reports of intra-family child abuse and neglect. Some aspects of the new child protection system functioned reasonably well in the early decades (1970's and 1980's). Others – i.e., the original GALs assigned by the state – did not. These designees were typically attorneys with large case loads, limited knowledge of child abuse issues and restrictions on payment for his or her services. Subsequent problems included the GAL hastily gathering information about the child just before a court hearing; rarely if ever meeting directly with the child or other important case participants; and making recommendations to the court without really knowing the child. Missing was the day-to-day involvement with a case; regular contact with the NH DCYF (Division of Children, Youth and Families) case worker; attendance at team

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

Each year over 1,000 children in the state of New Hampshire who have been abused and/or neglected are under the jurisdiction of the family court system. CASA of NH serves these children with intensive advocacy services that are intended to alleviate the feelings of abandonment and alienation that affect these young lives. We harness the compassion of caring adults who can and do have an enormous impact on the development of the child at all ages. CASA makes the most immediate connection—one caring adult to one child in need—that can be the turning point in a life that has been interrupted and shaken. The volunteers get to know the children and their circumstances, advocate for their best interests (including making recommendations to the court), encourage them to grow to their fullest potential, and become involved in key issues in their life, especially permanent placement, school, physical wellbeing, and mental health. CASA advocates often witness difficult cases: children with prior abuse or contact with child welfare, cases of extreme abuse or neglect, or those where there is a great risk of further abuse without intervention. Many of these children have learning disabilities, physical disabilities, and significant emotional and mental health problems. Foster children in the court system face substantial obstacles in receiving the basic care that all children need: emotional support, parental guidance, and a stable and loving caregiver. More than that, they often lack appropriate education and vocational training, medical care, and the counseling they need to grow into productive adults. CASA advocates are instrumental in shortening the time that the child is in the dependency system (achieving either reunification or adoption), while simultaneously assuring that the child's needs are met.

Today, our highly trained volunteer advocates speak for the best interests of children in just 85% of the abuse cases that come to New Hampshire's Family Court System. Those we are unable to advocate for are serviced by paid legal counsel. Results are clear: kids with a CASA advocate have better long term outcomes. Because of this proven impact, the judges who preside over child welfare cases are requesting that CASA expand to serve 100% of the state's children in need.

In CY'15, 440 CASA of NH volunteers advocated for the best interests of 1,102 children from 694 families across our state. Our volunteers contributed over 60,500 hours of their time and logged more than 443,000 miles to aid child victims. We also recruited and trained 100 new volunteers in 2015. Since 1989, the collective efforts of more than 1,800 CASA/GALs have served more than 8,000 children. It is CASA of NH's overarching goal to be available for 100% of the cases that arise in the state.

Volunteer advocate recruitment, training and supervision are critical components of our program. CASA volunteers receive extensive training before assuming their responsibilities and ongoing

Activity: CASA managers will continue to recruit, train and supervise CASA/GAL volunteers to serve in NH Circuit Courts. One of CASA's strategic goals is to ultimately have a consistent, ready pool of 550+ CASA volunteers available to serve. Outreach initiatives through such vehicles as our focused recruitment campaigns, community receptions, public events, print and broadcast media, social media tools, collateral distribution, and speaking engagements will be used to attract new volunteers statewide.

Activity: CASA managers will implement and maintain the following recruitment campaigns with the goal of recruiting at least 150 new volunteers:

- **Ongoing Statewide Recruitment and Awareness** – Continue ongoing recruitment efforts including community receptions, special events, social media, television and radio ads, mailings, press releases, radio interviews, and raising general community awareness.
- **Major Focused Recruitment Campaigns** – Recruiting campaigns focused on specific populations will help us to meet our ultimate goal. We plan to continue to implement campaigns aimed at men that will enable us to improve our ratio of male volunteers and better serve our target population which is approximately 50% male. We will also target specific professional groups such as newly retired teachers, guidance counselors, school administrators as well as nurses who have proven to be an effective volunteer group in our organization.

Activity: CASA managers will facilitate training sessions and ongoing learning in the next fiscal year to prepare new volunteers and support existing volunteers state-wide:

- Conduct 12 pre-service training sessions (40-hours) for new volunteer advocates. All trainees must successfully complete the pre-service training before being assigned to a case.
- Conduct in-service and other specialized training sessions for active volunteers who are required to complete at least twelve hours of continuing education each year.
- Conduct monthly support groups for CASA volunteers throughout the state.

Performance Measures: The ability of Program Managers to ensure effective advocacy by the CASA/GAL volunteers will be measured by the expanded ratio of Program Managers to CASA/GALs and maintaining volunteer CASA/GAL ratios to cases (averaging 1:1 or 1:2). In addition, qualitative evidence regarding volunteer satisfaction with the level of training and support they receive will be gathered anecdotally and through volunteer surveys conducted by our State Recruiting and Training Coordinator with the goal of increasing volunteer retention. CASA will continue to administer a judicial survey in an effort to gather valuable information from our judges on CASA's performance and impact.

Achieving the goal of representing 100% of the children in need will most importantly be measured by increasing the number of child victims CASA represents. For example, in 2015 CASA advocated for approximately 85% of all abused and neglected children in the state, but we strive to have the capacity to support 100% of children in need by the end of fiscal year 2017. The size of our activated volunteer corps will directly impact our performance and ultimately, help break the cycle of child abuse.

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

honored to have a dedicated Board of Directors. The Board has monthly oversight of all fiscal management and monitors the organization's overall operations including, but not limited to: providing support to the President/CEO; insuring sound fiscal practices; reviewing program evaluations; serving as a public ambassadors/stewards for the organization; fundraising, and networking. To accomplish these tasks, the following standing committees have been established: Executive; Communications; Resource Development; Board Governance and Finance. Ad hoc committees are activated as needed.

The Board of Directors meets ten times per year and average attendance is 95%. Committees meet monthly and schedule their work around their particular responsibilities -- i.e., fundraising activities, outreach events and presentations, legislative sessions, fiscal responsibilities, technology improvement projects, and the like. Each Director is obliged to actively participate and/or chair a subcommittee and otherwise engage with CASA offering their time, resources, and talent. Every CASA Board Member understands that they are expected to make their own personal financial gift to the organization on an annual basis. We currently have 100% participation in Board giving. This active statewide Board has direct governance authority over all CASA regional offices.

CASA of NH's daily operations depend on a diverse volunteer base, a full-time staff of eighteen, and conscientious stewardship in order to maximize program support that will directly aid children. For example, our five regional offices house Program Managers who oversee the work of our local volunteers and provide expert support and training. Our Senior Staff Attorney provides legal expertise and complimentary case support to all program personnel and volunteers. Administrative services are centralized in the Manchester office for the most cost-effective and efficient operation possible. CASA of NH devotes just 35 percent of the yearly budget to administrative and fundraising costs while 65 percent of the budget is devoted to direct services and programs for victimized children and youth.

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

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

Purpose of Travel Location Item Computation Federal Match

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

Item Computation Federal Match

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

Supply Items Computation Federal Match

Category E. Supplies Sub-Total Federal:		Match:	
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F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

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

New Hampshire Department of Justice

BUDGET NARRATIVE:

Budget items under personnel include salaries for 9 (nine) Volunteer Program Manager positions. CASA of NH estimates that 25% of a Volunteer Program Manager's time is spent conducting administrative functions and other tasks such as training. The remaining 75% is spent on direct service to child victims of abuse and is, therefore, an allowable expense. Through completion of the following directives, Program Managers become closely involved in case management and court advocacy on all cases they supervise:

- Co-managing all cases with CASA/GAL volunteers within assigned courts.
- Reviewing cases with DCYF
- Ensuring records are kept up-to-date and accurate.
- Assisting volunteers in conducting at least monthly visits with children.
- Assisting volunteers in contacting and establishing professional relationship with other relevant parties i.e. attorneys, social workers, therapists, doctors, teachers, guidance counselors, biological parents, foster parents, etc.
- Reviewing all court reports submitted to the court by the CASA/GALs.
- Coordinating cases and attending court hearings during volunteer absence.
- Assisting in resolution of any concerns by any party on the case.
- Helping develop and ensure compliance with case plans.
- Ensuring case confidentiality.
- Assisting in recruiting and training new volunteer *Guardians ad Litem*.

Social Security & Other Fringe Benefits:

Health insurance for a Program Manager is requested and allowable at \$8,234/year with the assumption that 8 of these Program Managers will be enrolled in the company health plan. Payroll taxes are based on the Medicare rate of 1.45%, the Social Security rate of 6.2%, the State Unemployment Tax at .5% on the 1st \$14,000 of their wage and a Workers Compensation Insurance rate of .62%. Payroll taxes and benefits are based on an allowable 75% of actual salary.

Other Funds to cover the match:

Federal Title IVE Grant =	\$14,778
City of Manchester =	\$13,000
General Donations and Fundraisers =	<u>\$66,902</u>
	\$94,680

State of New Hampshire Contract Exhibit B

SCHEDULE OF PAYMENT

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



State of New Hampshire Contract Exhibit C

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

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

2. Reports and Certifications Required

- a. Subrecipient will be required to file **quarterly performance reports**.

Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

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

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 <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

21. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.

22. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

23. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

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

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

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



25. Certification Regarding EEOP Required:

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

INSTRUCTIONS

Completing the Certification Form

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

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

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



CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: <u>Court Appointed Special Advocates</u>	
Address: <u>PO Box 1327, 138 Ceatidge Ave, Manchester NH 03105</u>	
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: <u>968642082</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Marcia Sink</u>	
Telephone Number: <u>603-626-4606</u>	E-Mail Address: <u>m-sink@casanh.org</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

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

I, Marcia Sink [responsible official], certify that Court Appointed Special Advocates [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that Court Appointed Special Advocates [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Marcia Sink, Pres/CEO Marcia Sink April 13, 2016
 Print or Type Name and Title Signature Date

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

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

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

 [organization],

 [address].

 Print or Type Name and Title Signature Date

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

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

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

 Print or Type Name and Title Signature Date

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC. is a New Hampshire nonprofit corporation formed April 19, 1989. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

CORPORATE RESOLUTION

I, Maria Proulx, hereby certify that I am the duly elected Clerk/Secretary of Court Appointed Special Advocates (CASA) of New Hampshire. I hereby certify the following is a true copy of a vote taken at the meeting of the Board of Directors/shareholders, duly called and held on April 13, 2016 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Marcia Sink is President/CEO of Court Appointed Special Advocates of New Hampshire, Inc., a non-profit corporation organized under the laws of New Hampshire with principle offices located at 138 Coolidge Street, Unit 1, Manchester New Hampshire (CASA-NH"). Ms. Marcia Sink is duly authorized to enter into contracts or agreements on behalf of CASA of New Hampshire with the State of New Hampshire and any of its agencies or departments and is further authorized to execute any documents which may in her judgment be desirable or necessary to effect the purpose of the vote.

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

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

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

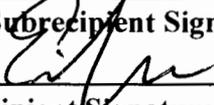
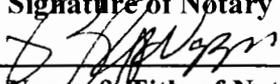
By: 
Maria Proulx, Secretary

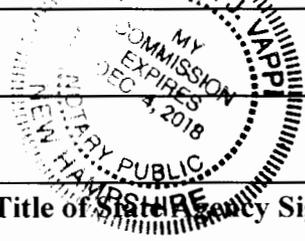
April 13, 2016

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 Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH, 03301	
1.3. Subrecipient Name Northern Human Services, Colebrook/Groveton		1.4. Subrecipient Address 56 Colby Street, Colebrook, NH 03576-3047	
1.5 Subrecipient Phone # (603) 447-8137	1.6. Account Number 02-26-26-201516-5021-30575	1.7. Completion Date 06/30/2017 ^{6AT}	1.8. Grant Limitation \$75,000.
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-0110	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Eric Johnson, CEO	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <u>Carroll</u> , on <u>4/26/16</u> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Rhonda Vappi - Human Resources Coord.			
1.14. State Agency Signature(s) <u>Kathleen Carr</u>		1.15. Name & Title of State Agency Signor(s) <u>Director of Administration</u>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: <u>4/29/16</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u>1/1</u>			



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

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

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

Section 2: Narrative Questions

VOCA Application Project Narrative: Scope of Work

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

We know that today's untreated child victim of crime all too often becomes the adult victim of domestic violence or develops Post-Traumatic Stress Disorder and/or substance use disorders tomorrow. The Colebrook/Groveton area has seen its fair share of violent crime the effects of which continue to reverberate throughout the community.

Untreated children and adult victims of today may become the criminals of tomorrow. The primary goal of our VOCA-funded program is to find creative and effective ways to reach out to victims of crime and meet their needs today in hopes of alleviating their trauma-related symptoms and preventing future victimization. Time and again studies have proven that prevention is the most effective means of addressing mental health and behavioral concerns. The VOCA grant gives us the opportunity to work towards prevention of long-term abuse outcomes by helping victims address their traumas at onset. In this way we not only help the victim in the immediate, we decrease the potential of ongoing violence and crime in our community.

Northern Human Services, Colebrook/Groveton Mental Health Center has learned a great deal about working with victims of crime since we initiated VOCA-funded services following the multiple murders that shook our community in 1997. There are many people in our area who have been affected by crime, especially domestic violence and child abuse. VOCA funding enables us to provide crucial treatment services and outreach to under served, rural crime victims.

When crimes occur in our small rural communities, the impact can be devastating. The victims are all too often our neighbors, friends and family. The entire community can be left "on edge" and suffer from vicarious traumatization. Northern Human Services, Colebrook/Groveton Mental Health Center participated in an intensive and long term community response to the murder of a child in July of 2011. Our staff, supported by VOCA funding, were made available to meet with students, parents and other members of the community to help deal with the disappearance and homicide. Staff were dispatched to the local Command Center over the weekend and coordinated with local, State and Federal authorities. We consulted with school staff and administrators on how to handle the return of students to school following this death and how to cope with the impact of this loss of a fellow student within the school setting. We consulted with law enforcement on how to proceed in their efforts to cope with family and community reactions. We have also actively provided treatment to community members suffering from the impact of this traumatic event. Some of these treatment interventions are continuing, including the use of a clinician with specialized expertise / training on issues related to homicide. These

efforts, which benefit the entire community, were made possibly by the financial assistance offered to us through VOCA.

Research indicates that men who experience unemployment are at greater risk of DV perpetration. For example, Benson and Fox (2004) report that among couples where the male partner was consistently employed, the DV rate was 4.7%; it increased to 7.5% for couples where the male partner experienced one period of unemployment, and rose to 12.3% for couples where the male partner experienced two or more periods of unemployment. Thus, the research on employment and DV indicates that cultural norms of masculinity that prescribe male dominance in intimate relationships and families may affect the employment DV relationship.

According to the University of NH Office of Economic Initiatives, more than 50% of the residents in Coos County are either low income or have incomes below the federal poverty level. Median household income of \$40,835 is the lowest in the state. Unemployment in the state is highest in Coos County. In 2013, more than 8% of residents were on Medicaid and more than 27% were on Medicare. More than 20% of the adults living in Coos County are uninsured as contrasted with 12% statewide.

As noted in last year's grant request, over the last several years we have lost a series of major employers. The following are among the places of employment that have been lost in recent years: Camp E-Toh-Wanee, The Balsams Grand Resort, Manchester Manufacturing, and Ethan Allen. These were preceded by the Groveton paper mill closure which resulted in the loss of well paid, benefitted positions. Recent mill closures directly reduced employment by over 58%. In addition, when a manufacturing facility closes, loggers and other suppliers lose their market, merchants their customers, etc. Other jobs and businesses are still being lost and businesses are being closed. Many links have been made to economic stress and violence, including violence towards children, one of our most vulnerable populations.

When a child is maltreated and / or victimized, it is well documented that adverse emotional and physiological health effects can occur. Trauma encompasses a multitude of issues including, but not limited to, physical, sexual, emotional, and environmental abuse. The impact of trauma upon later violent behavior have however, only recently begun to be addressed. Trauma and abuse are widely accepted to be life altering experiences.

Research in the areas of brain development and epidemiology has demonstrated that exposure to childhood trauma can have a detrimental impact on children's brain development, regulation of emotions, attachment, and cognitive and behavioral functioning. Trauma is defined as follows: "an event that threatens someone's life, safety, or well-being." Childhood traumas may include experiences such as abuse or neglect, witnessing family or community violence, accidents, exposure to parental drug or alcohol abuse, separation from parents through parental death or divorce, parental criminal

behaviors, or parental incarceration.

“Poly-victimization” is defined as the exposure to multiple forms of maltreatment, violence, or other trauma. The forms of trauma assessed and the methods for classifying children as poly-victims vary across studies; however, these studies generally define poly-victimization as repeated exposure to multiple forms of trauma.

The term “complex trauma” is used to describe both the exposure to multiple forms of traumatic experiences and the “immediate and long-term impact of such exposure on the child.” Complex trauma is different from simple trauma in that the traumatic experiences are generally chronic, of multiple forms (e.g., repeated exposure to physical abuse, domestic violence, and parental drug use), and occur primarily within the care giving relationship. As discussed later in the document, this form of trauma can lead to particularly damaging effects on the developing child’s emotional, cognitive, and behavioral functioning. What is more, complex trauma has been shown to effect physical health as well as mental health and life functioning:

Children who are routinely exposed to violence and maltreatment have decreased capacity to differentiate between perceived and real threats, putting them at risk for further maltreatment in relationships throughout their lives. Child victims of crime are more likely to suffer from attachment problems, behavior problems, depression, post traumatic stress disorder, and on going conduct problems as they age.

“The gradual emergence of symptoms following exposure to traumatic events has presented a major conceptual challenge to the behavioral health field. The mechanism that causes the progressive escalation of symptoms with the passage of time leading to delayed onset post-traumatic stress disorder (PTSD) involves the process of sensitization and kindling. The development of traumatic memories at eth time of stress exposure represents a major vulnerability through repeated environmental triggering of the increasing dysregulation of an individual’s neurobiology. An increasing body of evidence demonstrates how the increased allosteric load associated with PTSD is associated with a significant body of physical morbidity in the form of chronic musculoskeletal pain, hypertension, hyperlipidemia, obesity and cardiovascular disease. This increasing body of literature suggests that eh effects of traumatic stress need to be considered as a major environmental challenge that places individual’s physical and psychological health equally at risk”, (World Psychiatry. 2010 Feb; 9(1):3-10)

Coos County continues to rank as the least healthy in the fifth annual County Health Rankings, released today by the Robert Wood Johnson Foundation (RWJF) and the University of Wisconsin Population Health Institute (UWPHI), which looks at every county in the United States. This year’s rankings are broken out into two overall measures for the first time: Health Outcomes, which measure how healthy a county is, and Health Factors, which look at the influences on health in any given county. For Health Factors, Rockingham is still leading and Coos is still at the greatest disadvantage. The positions of the other counties, however, are very different in each category. (Division of Public Health Services

Publish Date: March 26, 2014)

We believe that the increased level of economic / social stress in Coos County is causing increased crime (Esp. Domestic Violence and Child Abuse). Victimization of children within stressed family units is a particular concern. In addition, poor economic conditions pose risks for increased criminal activity and victimization. The NH Kids Count Data book of 2015 substantiated that the most rural counties in NH also experienced the highest rates of child victimization:

“Coos County had the highest rate of child maltreatment in 2013, with 8.7 victims per 1,000 children...” (NH Kids Count Data Book 2015, Children’s Alliance of NH, www.ChildrenNH.org)

We know that some victims of crime become withdrawn, isolated and less able to obtain support from others. Some try to deal with the emotional effects of trauma by using alcohol and/or other substances. Others (especially children) are at increased risk of developing behavioral problems or mental health disorders such as depression, anxiety, etc. We know that a victim of one crime is at increased risk of being re-victimized and that trauma related symptoms are more likely to become more severe when an individual experiences multiple traumas. Thus victims of domestic violence and child abuse/neglect are undoubtedly more at risk of being affected by other crimes. We have noted that many of the individuals treated under our VOCA grant for trauma-related symptoms have been victimized multiple times. We firmly believe that prompt and effective treatment after experiencing trauma can reduce the risk of future problems for the individual. We understand that victims of crime often have delayed reactions to trauma. It is not at all unusual for a victim of child abuse to experience symptoms many years after the abuse occurred.

As a part of our original VOCA grant, our community mental health center began to track the numbers of individuals we have served who are victims of crime. This has been but one of the benefits of our funding under the VOCA Program. Our most recent Performance Report noted that we served 102 victims of crime during the reporting period. The support we receive under the VOCA grant facilitates our ability to continue to contribute to this process.

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

Northern Human Services will offer specialized treatment to Victims of Crime. We will assess for potential victimization at time of referral and triage incoming clients based on need and acuity, into services. Services will include Therapy, Case Management, Outreach, and Psychiatry. We are currently in transition from manual reporting of VOCA services to tracking service delivery electronically so that we can more accurately get a snapshot at any

given time of how VOCA monies are being utilized to serve victims. Ultimately we believe that this new endeavor will enable us to improve service delivery by tracking outcomes more effectively and enabling us to begin services to victims more quickly by identifying them at potential VOCA candidates at referral.

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

Our clinical services are specially geared to address the problems that victims of crime face, from the moment of victimization. We have therapists who have been specifically trained to work with victims who suffer from Post Traumatic Stress Disorder. We have 24/7 emergency services with access to psychiatric consultation. We successfully collaborate with other service agencies in our community, as well as school and law enforcement. This past winter we were able to work with a school, DCYF, and the NH State Police to successfully navigate an extremely volatile Domestic Violence situation that involved a child. Due to the collaboration among agencies, facilitated in part by one of our Case Managers, we were able to time the arrival of DCYF at the home to be at the same time as the State Police so that there were no injuries or negative outcomes. We have gone on to serve the child and family. The child has been able to decrease anxiety driven behaviors and increase trust in the adults around him. School performance has improved as well. This is the type of thing that we face often, and VOCA dollars make it possible to deliver fast and effective services when they are needed.

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

We are requesting continued VOCA funding to allow our Agency to maintain and

further develop our efforts to address the needs of victims of crime. We began our efforts under the VOCA grant with the intent of establishing a three member interdisciplinary team, with each member having an interest and commitment to working with victims of crime. Team members included a psychiatrist (MD) with training and experience in forensic and victim's issues, four master's level counselors experienced in counseling victims, and a case manager (BA) specializing in outreach and follow up, as well as linking victims to needed community services. Within the first year of operation we found that it was necessary to include more staff in this effort because of the size and complexity of our service area. According to a 2011 NH Center for Public Policy report, population density in Coos County is 19.2 people / square mile. This is compared to 783.7 people / square mile in Nashua. It was simply not possible for a three-person team to provide the required outreach, training and treatment services to a service area that includes the most rural part of Coos County (12 towns), especially given the highly individualized needs that we need to treat. The therapist who excels with a child who has been sexually abused may not be the best person to work with an adult whose family member was murdered.

The psychiatrist and other team members will continue to provide the following direct service functions: supportive counseling; group treatment; psychotherapy; psychiatric evaluations; crisis intervention; medication evaluations and consultation, outreach, follow-up and referrals; and training to our staff. We screen every individual requesting service to determine if they are a victim of crime, and we have continued to provide information regarding Victims' Compensation funds to all victims being treated at our agency. Our VOCA outreach worker keeps Victim Assistance literature at the local court. Over the past year, all one hundred and two (102) individuals treated at our agency were given these forms and related assistance as appropriate. Case Manager / Victim Outreach staff provides outreach and supportive services to support victims of crime in courtrooms, schools and throughout the community.

In general our priority is to reach out to under-served child victims of crime. A specialized area of concern continues to be child victims of domestic violence, as their needs are perhaps less well addressed by DCYF and traditional domestic violence services. A past survey of 106 individuals served by our agency compared prevalence rates (historical and / or current) of physical and sexual abuse as well as controlling behavior to 1,040 individuals served in multiple community settings within Coos County. The results showed prevalence rates among those served by our agency to be roughly twice as high as the community average. We believe this reflects our success in reaching out to crime victims and the need for continued efforts. Ongoing job losses in the region are expected to result in more requests for victim-related services. As previously noted, rate of Child Maltreatment in Coos County is 30% higher than the average rate for all counties in NH. We do not think it is a coincidence that our area has a higher than average incidence of child maltreatment, given previously noted higher rates of unemployment and poverty.

Our Agency recognizes that crime victims have already experienced substantial emotional, physical and financial losses. The psychiatrist and other team members provide specific victims' services under a sliding fee scale. Access to reduced fee services is increasingly limited for clients who do not meet eligibility criteria, such as for VOCA services. Our VOCA funding allows ongoing extensive efforts to assure that fees do not present a barrier to treatment for victims of crime, even if no fees are charged. No VOCA-eligible individual will be turned away from required services due to an inability to pay for services. Any funds that are collected continue to be allocated to offset the cost of more services to crime victims. We are therefore requesting continued permission to charge fees so that we can reinvest Program Revenue into services for victims of crime. It should also be noted that we prioritize requests for services from crime victims and exempt them from usual agency limitations in the amount of service that we provide. VOCA funding makes all of this possible. Due to the highly specialized and confidential nature of our services we are also requesting ongoing waiver of the requirement to use volunteers. Our community mental health center has a demonstrated history of advocacy on behalf of crime victims. VOCA funding will be used to further develop and enhance the skills of all our direct service providers such as therapists, outreach workers, and case managers so that they become more capable of offering appropriate services to crime victims. It is critical that we continue to increase the awareness of victim-related issues and expertise in treating associated problems.

Goals, Objectives, Activities and Performance Measures

Goal I: To Continue to enhance and improve the Agency's ability to provide direct services to victims of crime.

Objective 1: To identify individuals in need of treatment for mental health conditions caused by criminal acts.

Activity 1: Screen all callers requesting services from our mental health center to identify victims of crime.

Activity 2: Staff conducting initial intake assessments will be trained to screen for and identify individuals who have been victims of crime and are in need of treatment as a result of these experiences.

Activity 3: Staff will provide education training / education on recognition of victim-related issues.

Activity 4: Track types of crimes and identify types of activities / structure of services needed for effective outreach

Performance Measure:

1. Track number of individuals identified as requiring treatment for conditions related to being victimized.

Objective 2: To provide specialized and skilled personnel to assist victims of crime, thus insuring provision of effective treatment.

Activity 1: Employ and assign personnel to "VOCA-funded" services with varied training and skills to address the individualized needs of crime victims. These personnel shall include therapists, case manager / Victim Outreach Staff and a Psychiatrist.

Activity 2: Provide specialized training to staff providing direct victim care services
Performance Measures:

1) Track staff time of professionals assigned to Victims' Services

2) Track number of trainings attended by VOCA-funded staff on Victim-related treatment

Objective 3: Provide quality individualized treatment to crime victims

Activity 1: Develop individualized treatment plans for every VOCA client that identifies issues related to victimization and services required for effective treatment.

Activity 2: Provision of specialized and individualized treatment, as determined in formal treatment planning process, to Victims of Crime who require treatment for issues secondary to victimization

Performance Measure:

1) Track number of individuals served, hours of service, and type of crime of victims served.

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

All VOCA eligible clients are offered Victim's Compensation Applications, and assistance in accessing victim's assistance services. If payment is a barrier, all VOCA eligible clients are offered services at a reduced rate or free of charge. Future sustainability is addressed by our waiver of charge clients on a sliding fee scale for services and by assisting victims' in accessing insurance coverage if they are eligible if clients do not have insurance or have high deductible policies with unaffordable copays, we provide VOCA-funded services despite ability to pay.

A discontinuation of federal funding would force us to rely on fee for service revenue. Services would continue, but financial barriers to treatment would increase significantly. Staff access to more advanced training and utilization of costly evidence based treatment interventions would also decrease significantly.

We are requesting an ongoing waiver of the requirement to utilize volunteers, due to the highly sensitive nature of the clinical work that we provide for the community.

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

Treatment progress is monitored thorough weekly treatment team meetings and via weekly individual supervision. Treatment progress is documented quarterly and reviewed with the non-offending parents of child crime victims and with all adults served. Annual Evaluations of all individual crime victims current level of functioning are and will be conducted using evaluation tools.

Northern Human Services has recently signed on to work with New Hampshire Behavioral Health Transformation Network. This organization will work with Northern Human Services to evaluate existing processes, set goals, and collect the data that will enable us to improve our tracking of outcomes and services delivery to all clients. We will be working with this agency to move from a fee for service methodology to a value based system. While this will be a difficult transition it will serve the individuals we work with and help us know what we do well, and what we need to improve on for the benefit of the people we serve.

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

Northern Human Services utilizes a comprehensive structure to manage all financials with extensive internal safeguards and annual Audit. All VOCA expenditures are coded to the VOCA Program (#92) (type and amount) by area, authorized by a local supervisor, entered as expense into financial program by separate administrative staff to insure that expenses show up in monthly Profit and Loss (P&L) Statement, and are then are verified by local VOCA Grant manager and chief Financial Officer before submitting ¼'y VOCA Expenditure Report.

All staff (including those providing VOCA services) are required to complete detailed time reporting documentation. All services provided are documented in electronic medical record and coded by type of service, date, provider and program (e.g. VOCA - #192). VOCA eligible clients are also coded to the VOCA program. This allows us to track services to individual VOCA clients by date, service type, provider, etc.

All VOCA Grant funds are coded to VOCA Program by area as well. As described previously, each allowable charge to every VOCA client in the VOCA program is included in a monthly VOCA P&L Statement. This serves the dual purpose of tracking all services, and any associated revenue, as well as actual staff time dedicated to VOCA services.

Each program operated by NHS has a separate P&L Statement by location. This statement provides documentation to differentiate funding streams and to support all requests for grant dollars. All services provided by Northern Human Services are monitored by an extensive external audit to verify the financial integrity of services provided by our agency.

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

Section 3 Budget and Budget Narrative

New Hampshire Department of Justice Budget Detail Worksheet

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

Name/Position		Computation	Federal	Match	
A. PERSONNEL		Annual Salary	VOCA Allowable %	Federal Funds	Matching Contribution
EVL	Psychiatrist	145,600	0.10	11,648	2,912
MC	Psychiatrist	188,700	0.09	13,586	3,397
JT	Clinician	46,000	0.20	7,360	1,840
AF	Clinician	43,000	0.25	8,600	2,150
CM	Victim Outreach	33,155	0.15	3,979	995
AF	Victim Outreach	30,000	0.10	2,400	600
LL	Victim Outreach	38,621	0.05	1,545	386
LB	Victim Outreach	41,941	0.05	1,678	419
Vacancy	Clinician	44,000	0.20	7,040	1,760
Subtotal Staff FTE's			1.19		

Category A Personnel Sub-Total Federal:	\$57,835	Match:	\$14,459
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4/20/16*

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

Name/Position Computation Federal Match

Benefits are calculated at @ 30% of actual salary expense (See above). This is less than the usual and average cost of 34% for all Northern Human Services employees.

	Federal	Match
Subtotal Fringe	17,165	4,291

Category B. Fringe Benefits Sub-Total Federal:	\$0.00	Match:	\$0.00
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C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel Location Item Computation Federal Match

No expenses included

Category C. Travel Sub-Total Federal:	\$0.00	Match:	\$0.00
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D. Equipment - Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. Expendable items should be included either in the "supplies" category or in the "Other" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item Computation Federal Match

No expenses included

Category D Sub-Total Federal:	\$0.00	Match:	\$0.00
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E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items _____ **Computation** _____ **Federal** _____ **Match** _____

No expenses included

Category E. Supplies Sub-Total Federal:	\$0.00	Match:	\$0.00
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F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

No expenses included

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

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

G-1 Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$650 per day require additional justification and prior approval from OJP.

Name of Consultant _____ **Service Provided** _____ **Computation** _____ **Federal** _____ **Match** _____

No expenses included

Category G-1 Consultant Fees: Sub-Total Federal:	\$0.00	Match:	\$0.00
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G-2 Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees

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Category I. Indirect Costs Sub-Total Federal:	\$0.00	Match:	\$0.00
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Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal (match) funds that will support the project.

Budget Category	Amount	Federal	Match
A. Personnel		\$57,835	\$14,459
B. Fringe Benefits		\$17,165	\$4,291
C. Travel			
D. Equipment			
E. Supplies			
F. Construction			
G. Consultants/Contracts			
H. Other			
Total Direct Costs			
I. Indirect Costs			
Total Project Costs		\$75,000	\$18,750

Federal Request	\$75,000
Non-Federal Match Amount	\$18,750

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New Hampshire Department of Justice

BUDGET NARRATIVE:

All grant money awarded as requested above will be used to fund positions for direct services to victims. These positions are crucial and will allow us to provide clinical support, referrals and immediate outreach to victims.

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4/26/16

State of New Hampshire Contract Exhibit B

SCHEDULE OF PAYMENT

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

*EWJ
4/26/16*

State of New Hampshire Contract Exhibit C

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

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

2. Reports and Certifications Required

- a. Subrecipient will be required to file **quarterly performance reports**.

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

Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

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

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

Mail:

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

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

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

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

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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 <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

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

Instructions for Certification:

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

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- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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DEPARTMENT OF JUSTICE
STATE OF NEW HAMPSHIRE



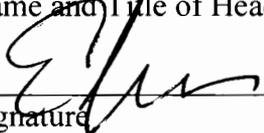
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

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

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

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

Eric Johnson, CEO
Name and Title of Head of Agency

 4/26/16
Signature Date

Northern Human Services, 87 Washington St., Conway NH 03818
Name and Address of Agency

25. Certification Regarding EEOP Required:

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

INSTRUCTIONS

Completing the Certification Form

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

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

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

Section A

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

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

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

Recipient's Name: Northern Human Services	
Address: 87 Washington St. Conway NH 03818	
Is agency a: <input checked="" type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DUNS Number: 073993059	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Eric Johnson, CEO	
Telephone Number: 603.447-8001	E-Mail Address: ejohnson@northernhs.org

Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply.

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

I, Eric Johnson [responsible official], certify that Northern Human Services [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that Northern Human Services [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Eric Johnson, CEO
Print or Type Name and Title


Signature

4/26/16
Date

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

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

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

[organization],

[address].

Print or Type Name and Title

Signature

Date

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

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

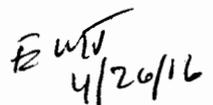
I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

Print or Type Name and Title

Signature

Date


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4/26/16

Section B

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

Section C

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

Section D

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

Submission Process

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

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

The form can be found at:

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

Or you may use the form on the following page.

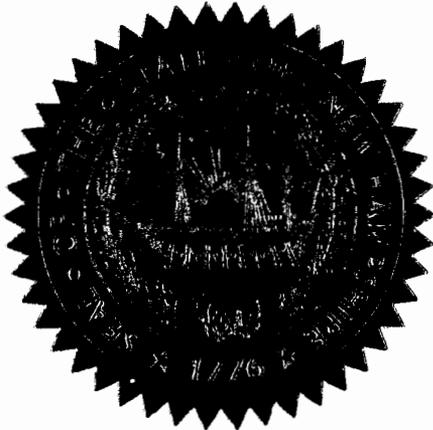
NH Department of Justice
Victims of Crime Act-VOCA Assistance
Sub-grant application SFY 17: July 1, 2016 – June 30, 2017

EUTJ
4/26/16

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Northern Human Services is a New Hampshire nonprofit corporation formed March 3, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "Wm. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

I, Maddie Costello, do hereby certify that:

1. I am the duly elected Secretary of Northern Human Services (the "Corporation").
2. The following is a true copy of a vote duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 21, 2016 at which a quorum of the Directors were present and voting:

RESOLVED: That Eric Johnson, CEO is hereby authorized on behalf of this Corporation to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: 4/26/16

ATTEST: Maddie Costello
Maddie Costello, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2016

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

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

PRODUCER USI Insurance Svcs LLC, CL 3 Executive Park Drive, Suite 300 Bedford, NH 03110-0406 855 874-0123	CONTACT NAME: Christine.Skehan PHONE (A/C, No, Ext): 855 874-0123 E-MAIL ADDRESS: Christine.Skehan@usi.biz FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company NAIC # 23850 INSURER B: NH Employers Insurance Company NAIC # 13083 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PHPK1475078	03/31/2016	03/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1475078	03/31/2016	03/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PHUB535689	03/31/2016	03/31/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		ECC60040004322013A	09/30/2015	09/30/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Prof Liab		PHPK1475078	03/31/2016	03/31/2017	\$ 1,000,000/ \$3,000,000
A	Physician Prof		PHPK1475078	03/31/2016	03/31/2017	\$ 1,000,000/ \$3,000,000
	Prof Liab -Occ Fo					Occurrence form

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

This Evidence of Insurance is issued as a matter of information only.

 See Attached Schedule of Insured Locations.

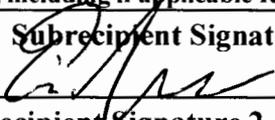
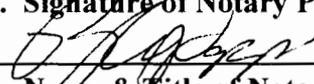
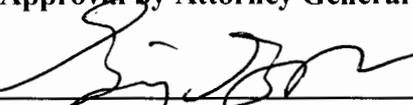
 Physicians have their own Limits of Insurance and do not share in the Entity Limit.
 (See Attached Descriptions)

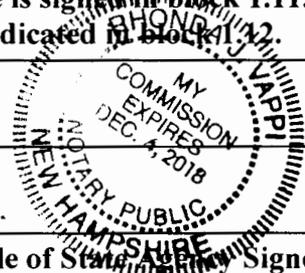
CERTIFICATE HOLDER Northern Human Services, Inc. (Including All Locations) 87 Washington Street Conway, NH 03818-6044	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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 Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH, 03301	
1.3. Subrecipient Name Northern Human Services - Berlin		1.4. Subrecipient Address 87 Washington Street, Conway, NH 03818	
1.5 Subrecipient Phone # (603)	1.6. Account Number 62-2020-201510-5021-500575	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$75,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-0110	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Eric Johnson, CEO	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <u>Carroll</u> , on <u>4/26/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace <u>Rhonda J. Vappi Human Resources Coord.</u>			
1.14. State Agency Signature(s) <u>Kathleen Carr</u>		1.15. Name & Title of State Agency Signor(s) <u>Director of Administration</u>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: <u>4/29/16</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u> / /</u>			



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

Subrecipient Initials EWJ Date 4/29/16
Page 1 of 6

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

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

Section 2. VOCA Application Project Narrative: Scope of Work

1. Need for Proposed Project:

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

The need for direct care services to victims of crime in the Berlin area continues. Children and their families in the Berlin region continue to struggle with environmental factors such as high rates of poverty, unemployment, substance abuse, etc., which increase their exposure to violent crime. Northern Human Services staff have determined that 67% of the children in treatment as of 9/2015 experienced significant disruption of their development as measured by Ages and Stages Questionnaire – ASQ) directly as a result of substance abuse in the home. Coos County generally has the highest rate of child maltreatment in the State of NH. Increased rates of assault, burglary, and substance abuse, combined with a struggling economic climate results in an increase in children at risk in our community. We know that a child’s early experiences are fundamental for optimal growth and development across the lifespan. The Adverse Childhood Experience study (ACE) has clearly demonstrated that exposure to more adverse events such as abuse / neglect, correlates to later problems in life ranging from emotional issues to “physical” health conditions. For child victims of crime, traumatic experiences actually result in permanent changes in brain structure (neuron connectivity) and chemistry (e.g. heightened levels of cortisol). These changes negatively affect both the child and the family. Normal developmental trajectory is often derailed in children and their families who have been affected by exposure to complex trauma. Academic and developmental progress slows down. Children are showing increased behavioral problems in childcare programs, preschools, and upon entering public schools. Children are being expelled from child care programs, suspended from schools, and being referred to out of town placements due to aggressive behavior. Families are experiencing multiple crises involving domestic violence, substance abuse problems, economic problems, and subsequently, involvement with child protection, juvenile justice, and or law enforcement. We know this because we are receiving increased referrals from child protection, law enforcement, and schools on weekly basis.

Northern Human Services in Berlin is proud to have received VOCA funding to provide direct care services to child victims of crime since 2006. Our community mental health center is well placed to provide services to child victims of crime in our community. Northern Human Services provides outpatient, and community based services to adults and children coping with severe emotional disturbance throughout 40% of the state of New Hampshire.

Our work in Berlin continues to be focused on assisting child victims of crime and their families to enhance their lives. This need is clearly evident and there is still much work to be done. We know that child victims express their subjective experience of the trauma in various ways. Many act out at school in aggressive ways; some withdraw from family and friends. Many experiment with substance abuse, which often perpetuates the tendency for additional violence and re-victimization to occur. The numbers of requests for direct services have increased (10%) over the past year. Over 50% of children eligible for mental health services are

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also eligible for VOCA funded services as a result of their being victimized and traumatized by crimes. Most of these children are involved with DCYF, and most have had parents who are struggling with substance abuse and domestic violence. The crimes reported are typically child abuse / neglect, burglary, witness to assault, and direct victims of assault. In addition, there are children who are victims of all of the above, including child sexual, physical, and emotional abuse. Increased behavioral incidents at schools and in the community are forcing providers to join forces and identify interventions which best meet the needs of these struggling children. Increased collaboration between educational, law enforcement, medical, and mental health providers is crucial to meet the complex needs of our child victims and their families. We are confident we can meet the challenge with the knowledge, and skills gained from years of VOCA supported funding. We hope to be able to continue and expand upon the work we do, with increased VOCA funding.

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

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

2. B. Increased funding will help us to expand our current quality services provided by Northern Human Services in the Berlin region. Specifically, funding will support an expanded clinical team composed of a six (6) person team. Team will include four (4) clinicians, a board certified psychiatric nurse practitioner (APRN) and a board certified psychiatrist specializing in childhood issues to include trauma-related issues. The addition of psychiatric services, albeit limited is expected to dramatically enhance services. Total full time equivalents (fte's) will be 1.47 staff. The clinical services that we provide are specially selected to address the problems stated above. We have a strong history of providing quality clinical services to our community, and collaborating with other systems. Our program receives referrals for specialized treatment of child victims of crime by law enforcement, DCYF, and/or the Child Advocacy Center of Coos County. The child and his/her non-offending caregiver are assessed and identified as VOCA eligible. Our victims' assistance staff provides support and information about trauma informed clinical services and additional community resources. Past VOCA funding has allowed us to hire a bachelor's level staff to provide case management and community outreach in addition to enhanced clinical services for children in our area.

This year, we are focusing on expanding direct clinical services provided by master's level clinicians, adding psychiatric services and including specialized treatment for adult crime victims. We are confident that we can leverage our prior experience with child crime victims to enhance treatment of adult victims. We are especially concerned about the impact of Domestic Violence on children, parents, and other adults in our community. We hope to enhance our collaboration with the local Domestic Violence program (RESPONSE) and support the individuals they serve by providing added clinical services. We expect to continue to collaborate with systems, and provide quality trauma informed care to child and adult victims of crime in our community. A streamlined process of getting people the services they need, as soon as a child is abused, or a crime occurs, is the greatest value of providing services to victims through VOCA funded services. We know that barriers to obtaining critical mental health supports and services continue to be problematic in our community and nationally. Stigma, cost of care and treatment availability continue to prevent victims of

crime from receiving crucial treatment. Our collaborative work with law enforcement, DCYF, domestic violence, and the county attorney's office is crucial to reach victims as soon as possible. We intend to utilize enhanced VOCA funding to expand availability, reach out to crime victims and erase financial barriers to treatment, thus reducing damaging barriers.

Challenges continue to arise in our work to support victims of crime. For example, we frequently have struggled to address staff turnover, and training new clinicians in trauma informed care. We have a program in place to provide quality, clinical consultation to new staff, so there is less disruption in services to our child victims and their families. We have raised salaries and enhanced incentive payments to staff in an effort to reduce turnover. Our site has been designated as a shortage area by the National Health Service Corps, allowing loan reimbursement to more experienced, licensed providers. Ongoing community struggles such as domestic violence, substance abuse, and school expulsion are additional barriers we face daily. We prioritize ongoing communication between providers, program evaluation, and crisis interventions. Although some are not VOCA allowable activities, we feel they are crucial to our ongoing efforts to support victims of crime and their families.

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

Trauma informed outpatient therapy services will be delivered to VOCA eligible children, their non offending caregivers, and we will expand these services to adult crime victims with a priority focus on victims of domestic violence. Trauma Focused Cognitive Behavioral Therapy (TF-CBT); and Child Parent Psychotherapy (CPP) are primary tools which will be used by clinicians to deliver quality services to child victims of crime. We will also use Dialectical Behavior Therapy (DBT) and Cognitive Behavior Therapy (CBT), etc. with adult crime victims. These treatment modalities are evidenced based, endorsed by SAHMSA, and shown to result in a decrease the acute symptoms of dysregulation and avoidance that are so often associated with crime victimization (trauma). The enhancement of the victim-caregiver relationship is a key component to interventions with child victims and their non-offending caregivers. Child Parent Psychotherapy (CPP) is a dyadic, relationship-based treatment for parents and young children, which aims to help restore normal developmental functioning in the wake of domestic violence and trauma. TF-CBT effectively addresses many trauma related symptoms, including depression and anxiety, cognitive and behavioral problems, as well as improving the non offending caregiver's personal distress about the child's traumatic experience, effective parenting skills, and supportive interactions with the child. Trained clinicians provide these services to VOCA eligible children, and clinicians collaborate with home visitors, educators, and medical professionals. Adult-focused interventions such as DBT and CBT have a similar research base demonstrating their effectiveness. Our direct care services are expected to yield a decrease in aggressive, avoidant behaviors in children both at

home and at school. We expect to see increased ability to focus on academics, an increased ability to manage emotions resulting in decreased report of aggressive behavior at home, at school, and in their community. With adults, we hope to stabilize relationships, living situations and employment. We measure this by monitoring treatment progress and completing 90 day treatment review reports.

Goal #1: To provide quality clinical services to victims of crime and their non offending caregivers in the Berlin Area.

Objective A: Allocate VOCA funding to maintain / enhance / provide clinical services provided by MA-level clinicians and add psychiatric providers

Activity 1: Identify and intake VOCA eligible individuals and develop treatment plan within three (3) weeks of initial referral.

Activity 2: Provide weekly clinical supervision to keep track of referrals and monitor clinical applications of evidenced based practices – Quality of treatment

Activity 3: Provide continuing education opportunities and monitor training needs during supervision and staff performance evaluations.

Performance Measure: Monitor referral numbers; review VOCA-eligible cases via chart reviews. Tracking of VOCA eligible cases through specific VOCA eligibility forms.

- **Increase total crime victims served by at least 20% over existing levels**

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

All VOCA eligible clients are offered Victim's Compensation Applications, and assistance in accessing victim's assistance Services. If payment is a barrier, all VOCA eligible clients are offered services at a reduced rate or free of charge. Future sustainability is addressed by our waiver to charge clients on sliding fee scale for services, and by assisting victims' in accessing insurance coverage if they are eligible. If clients do not have insurance or have high deductible policies with unaffordable copays, we provide VOCA-funded services despite ability to pay.

A discontinuation of federal funding would force us to rely on fee for service revenue. Services would continue, but financial barriers to treatment would increase significantly. Staff access to more advanced training and utilization of costly evidence based treatment interventions would also decrease significantly.

We are requesting an ongoing waiver of the requirement to utilize volunteers, due to the highly sensitive nature of the clinical work that we provide for the community. We are also requesting waiver to allow us to bill for services and generate added program revenue. Any program revenue will be used to fund VOCA allowable activities. If payment for services is a barrier, we will reduce fee to \$0.00 as needed and appropriate.

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

Treatment progress is monitored through weekly treatment team meetings, and via weekly individual supervision. Treatment progress is documented quarterly and reviewed with the non-offending parents of child crime victims and with all adults served. Annual evaluations of all individual crime victims' current level of functioning are and will be conducted, using a trademarked evaluation tool. Please note the performance measures on the above goals. The numbers and demographics of the children served are reported quarterly on the VOCA sub grant quarterly performance report. On going tracking of VOCA eligible adults, children and their families who are receiving services will be conducted. We are projecting a 20%+ increase in numbers of individuals served.

As stated above, areas of improvement include staff development / training and retention. We also hope to enhance collaboration with local Domestic Violence program (RESPONSE) and specifically a shelter operated by this program. Weekly case consultations with clinical staff are conducted in addition to weekly supervision.

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

Northern Human Services utilizes a comprehensive structure to manage all financials with extensive internal safeguards and annual Audit. All VOCA expenditures are coded to the VOCA Program (#92) (type and amount) by area, authorized by a local supervisor, entered as expense into financial program by separate administrative staff to insure that expenses show up in monthly Profit and Loss (P&L) Statement, and are then are verified by local VOCA Grant manager and chief Financial Officer before submitting ¼ly VOCA Expenditure Report.

All staff (including those providing VOCA services) are required to complete detailed time reporting documentation. All services provided are documented in electronic medical record and coded by type of service, date, provider and program (e.g. VOCA - #192). VOCA eligible clients are also coded to the VOCA program. This allows us to track services to individual VOCA clients by date, service type, provider, etc.

All VOCA Grant funds are coded to VOCA Program by area as well. As described previously, each allowable charge to every VOCA client in the VOCA program is included in a monthly VOCA P&L Statement. This serves the dual purpose of tracking all services, and any associated revenue, as well as actual staff time dedicated to VOCA services.

Each program operated by NHS has a separate P&L Statement by location. This statement provides documentation to differentiate funding streams and to support all requests for grant dollars. All services provided by Northern Human Services are monitored by an extensive external audit to verify the financial integrity of services provided by our agency.

WAIVER REQUEST

We are requesting two waivers;

- 1) We are requesting an ongoing waiver of the requirement to utilize volunteers, due to the highly sensitive and technical nature of the clinical work that we provide for the community. We are required to follow intense confidentiality regulations and the clinical work being provided requires a level of technical expertise beyond what can reasonably be expected of a volunteer.
- 2) We are also requesting waiver to allow us to bill for services and generate added program revenue. This allows us to leverage federal funding and provide added VOCA-allowable services. Any program revenue will be used exclusively to fund VOCA allowable activities and are reported quarterly. If payment for services is a barrier for any person served, we will reduce fee to \$0.00 as needed and appropriate. These funds will be source of Matching Funds.

Section 3: Budget and Budget Narrative

New Hampshire Department of Justice Budget Detail Worksheet

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

Name/Position		Computation	Federal	Match	Subtotal	
Name	Position	Salary	% VOCA			
JM	Clinician	49,000	0.50	19,600	4,900	24,500
LA	Clinician	40,000	0.29	9,280	2,320	11,600
DG	Clinician	44,000	0.29	10,208	2,552	12,760
CA	Clinician	40,000	0.29	9,280	2,320	11,600
MM	APRN	92,212	0.05	3,688	922	4,611
EVL	Staff Psychiatrist	145,600	0.05	5,824	1,456	7,280
Sub-Total			1.47			

Personnel include a six (6) person team; composed of four (4) clinicians, a board certified psychiatric nurse practitioner (APRN) and a board certified psychiatrist specializing in childhood issues to include trauma-related issues. Total full time equivalents will be 1.47 fte's.

Category A Personnel Sub-Total Federal:	\$57,880	Match:	\$14,470
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B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Individual fringe benefits must be listed by amount and percentage.

Name/Position	Computation	Federal	Match
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Benefits are calculated at @ 30% of actual salary expense. This is less than the usual and average cost of 34% for all Northern Human Services employees. Benefits include health insurance, 403-B retirement, payroll taxes, etc.

	Federal	Match	Subtotal Benefits
Health Insurance (@ 30%)	17,120	4,280	21,400

Category B. Fringe Benefits Sub-Total Federal:	\$17,120	Match:	\$4,280
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C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel Location Item Computation Federal Match

No costs are included in this category

Category C. Travel Sub-Total Federal:	\$0.00	Match:	\$0.00
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D. Equipment - Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. Expendable items should be included either in the "supplies" category or in the "Other" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item Computation Federal Match

No costs are included in this category

Category D Sub-Total Federal:	\$0.00	Match:	\$0.00
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E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items Computation Federal Match

No costs are included in this category

Category E. Supplies Sub-Total Federal:	\$0.00	Match:	\$0.00
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F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.
 No costs are included in this category

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

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

G-1 Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$650 per day require additional justification and prior approval from OJP.

Name of Consultant Service Provided Computation Federal Match

No costs are included in this category

Category G-1 Consultant Fees: Sub-Total Federal:	\$0.00	Match:	\$0.00
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G-2 Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item Location Computation Federal Match

No costs are included in this category

Category G-2 Consultant Expenses Sub-Total Federal:	\$0.00	Match:	\$0.00
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G-3 Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item **Federal** **Match**

No costs are included in this category

Category G-3 Contracts Sub-Total Federal:	\$0.00	Match:	\$0.00
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H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description **Computation** **Federal** **Match**

No costs are included in this category

Category H. Other Costs Sub-Total Federal:	\$0.00	Match:	\$0.00
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I. Indirect Costs - Indirect costs are allowed at the applicant' federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, the applicant may submit either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate of 10% of modified total direct costs as defined in §200.414 Indirect (F&A) costs, paragraph (f) of the Federal Register Vol. 78 No 248; 2 CFR Part 200

Description **Computation** **Federal** **Match**

No costs are included in this category

Category I. Indirect Costs Sub-Total Federal:	\$0.00	Match:	\$0.00
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Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal (match) funds that will support the project.

Budget Category Amount	Federal	Match
A. Personnel	\$57,880	\$14,470
B. Fringe Benefits	\$17,120	\$4,280
C. Travel		
D. Equipment		
E. Supplies		
F. Construction		
G. Consultants/Contracts		
H. Other		
Total Direct Costs		
I. Indirect Costs		
Total Project Costs	\$75,000	\$18,750

Federal Request	\$75,000
Non-Federal Match Amount	\$18,750

All match will come from “program revenue” (fees for services), with understanding that individual fees will be waived if payment poses any barrier to treatment (See Waiver Request #2 above).

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BUDGET NARRATIVE – SEE BELOW and incorporated into budget detail above.

A. PERSONNEL:

Personnel includes a six (6) person team; composed of four (4) clinicians, a board certified psychiatric nurse practitioner (APRN) and a board certified psychiatrist specializing in childhood issues to include trauma-related issues. Total full time equivalents will be 1.47 fte's.

B. BENEFITS:

Benefits are calculated at @ 30% of actual salary expense. This is less than the usual and average cost of 34% for all Northern Human Services employees. Benefits include health insurance, 403-B retirement, payroll taxes, etc.

PLEASE NOTE

There are no other costs included in this grant request. All Matching dollars will come from fees for services as described above and addressed in Waiver Request #2.

*Emit
4/26/16*

State of New Hampshire Contract Exhibit B

SCHEDULE OF PAYMENT

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

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State of New Hampshire Contract Exhibit C

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

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

2. Reports and Certifications Required

- a. Subrecipient will be required to file **quarterly performance reports**.

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

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

Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

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

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

Mail:

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

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

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

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

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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 <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

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

Instructions for Certification:

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

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

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DEPARTMENT OF JUSTICE
STATE OF NEW HAMPSHIRE



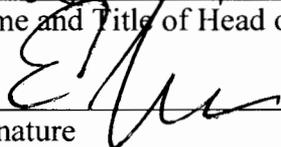
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

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

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

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

Eric Johnson, CEO
Name and Title of Head of Agency

 4/26/16
Signature Date

Northern Human Services, 87 Washington St., Conway NH 03818
Name and Address of Agency

EMJ 4/26/16

25. Certification Regarding EEOP Required:

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

INSTRUCTIONS

Completing the Certification Form

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

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

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

Section A

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

Section B

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

Section C

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

Section D

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

Submission Process

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

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

The form can be found at:

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

Or you may use the form on the following page.

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

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CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: <u>Northern Human Services</u>	
Address: <u>87 Washington St., Conway NH 03818</u>	
Is agency a: <input type="radio"/> Direct or <input checked="" type="radio"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DUNS Number: <u>073973059</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Eric Johnson, CEO</u>	
Telephone Number: <u>603.447-8001</u>	E-Mail Address: <u>ejohnson@northernhs.org</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

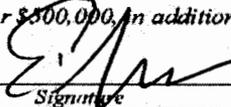
Please check all the following boxes that apply.

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

I, Eric Johnson [responsible official], certify that Northern Human Services [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that Northern Human Services [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Eric Johnson, CEO
Print or Type Name and Title


Signature

4/26/16
Date

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

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

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

[organization],

[address].

Print or Type Name and Title Signature Date

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

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

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

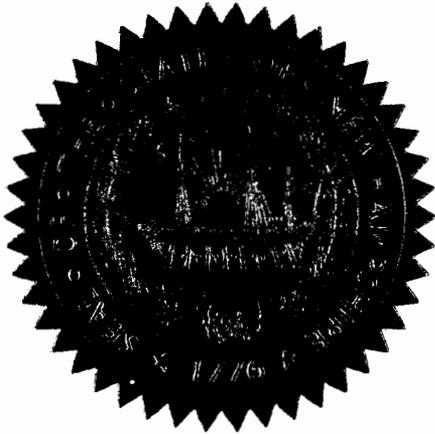
Print or Type Name and Title Signature Date

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4/26/16

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Northern Human Services is a New Hampshire nonprofit corporation formed March 3, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

I, Maddie Costello, do hereby certify that:

1. I am the duly elected Secretary of Northern Human Services (the “Corporation”).
2. The following is a true copy of a vote duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 21, 2016 at which a quorum of the Directors were present and voting:

RESOLVED: That Eric Johnson, CEO is hereby authorized on behalf of this Corporation to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: 4/26/16

ATTEST: Maddie Costello
Maddie Costello, Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2016

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

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

PRODUCER USI Insurance Svcs LLC, CL 3 Executive Park Drive, Suite 300 Bedford, NH 03110-0406 855 874-0123	CONTACT NAME: Christine.Skehan
	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: Christine.Skehan@usi.biz
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Philadelphia Insurance Company 23850
	INSURER B : NH Employers Insurance Company 13083
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1475078	03/31/2016	03/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1475078	03/31/2016	03/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB535689	03/31/2016	03/31/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ECC60040004322013A	09/30/2015	09/30/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Prof Liab			PHPK1475078	03/31/2016	03/31/2017	\$1,000,000/ \$3,000,000
A	Physician Prof			PHPK1475078	03/31/2016	03/31/2017	\$1,000,000/ \$3,000,000
	Prof Liab -Occ Fo						Occurrence form

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

This Evidence of Insurance is issued as a matter of information only.

See Attached Schedule of Insured Locations.

Physicians have their own Limits of Insurance and do not share in the Entity Limit.

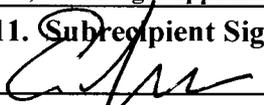
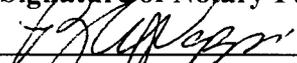
(See Attached Descriptions)

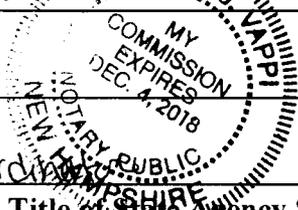
CERTIFICATE HOLDER Northern Human Services, Inc. (Including All Locations) 87 Washington Street Conway, NH 03818-6044	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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 Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH, 03301	
1.3. Subrecipient Name Northern Human Services Carroll County		1.4. Subrecipient Address 25 West Street, Conway, NH 03818	
1.5 Subrecipient Phone # (603) 447-3801	1.6. Account Number 09-2-30 2015 10 553F 50575	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$95,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-0110	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Eric Johnson, CEO	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <u>Carroll County</u> , on <u>4/26/16</u> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace <u>Rhonda J. Vappi - Northern Resources Coordinator</u>			
1.14. State Agency Signature(s) <u>Kathleen Carr</u>		1.15. Name & Title of State Agency Signor(s) <u>Director of Administration</u>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: <u>4/29/16</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u> / /</u>			



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

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

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

Section 2: Narrative Questions

VOCA Application Project Narrative: Scope of Work

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

Carroll County is known for its beautiful environment. Lakes, mountains, picturesque villages, five state parks and 154,000 acres of National Forest dot the landscape. Because of this natural beauty and the related recreational opportunities, population growth due to migration into the area has sky-rocketed. In the 1980s and 1990s, Carroll County was the fastest growing county in the region. In response, Carroll County towns enacted restrictive zoning regulations to control growth and protect the land. Manufacturing and housing development has been discouraged, and the County has solidified its identity as a recreational hub.

If you are among the many retirees or second home owners who have flocked to Carroll County, the focus on recreation and restrictive zoning work well. If, however, you are a year-round resident attempting to make a living, the impact is not so positive. The tourism economy means that 47% of the jobs in Carroll County are in retail, accommodation and food service, legendarily low paid and insecure segments of the economy. Carroll County has the second highest unemployment rate in the State and this is during the "high employment" season. The average per capita income for the county is \$31,800; lowest of all surrounding areas. As of June 2015, 10.1% of Carroll residents lived below the poverty line, compared to 8.7% average for the state.

Low wage seasonal jobs are part of the problem, but it is the combination of low wages and high housing costs that place many Carroll county families at very high risk to become victims of numerous forms of crime. Housing costs, particularly for renters, do not align with wage levels. More than half of Carroll's renters (55.2%) spend 30% or more of their income on rent and utilities, meeting the HUD definition of "cost burdened". (Carsey Study 2015). Given the fact that 40% of the housing units in Carroll are second homes, there are very limited affordable housing options for working families. There is a considerable homeless or near-homeless population in Carroll County. Many live in marginal motels, which cost less than the \$893 per month median rent. This is the environment in which Carroll County families are living. While the instability of living in a motel is preferable to living on the streets, such arrangements, with few or no cooking facilities, no space for children to play and no privacy for parents, create an incubator for the kinds of victimization we report each quarter on our sub-grant report.

Substance dependence is significantly correlated with crime. The most recently available Carsey Institute information reports that 31% of Kennett High School students reported binge drinking and 30% reported use of marijuana, compared with a state average of 28% and 23%

respectively. Area healthcare providers report an explosion of prescription drug abuse and opiates being diverted for street sale. These factors increase the likelihood that a Carroll County resident will be a victim of crime. This is especially concerning in view of the recent report issued by the NH Center for Public Policy which predicts that the population in the Mount Washington Valley will continue aging and will result in 48% of the population being 65 or older by the end of the decade; the highest percentage in New Hampshire. Clearly older people are at higher risk of being victims of crime and less able to connect with supports.

An additional concern is the fact that a high proportion of Carroll County wage earners are forced to travel many miles and/or to work 3-4 jobs. These circumstances erode the quality of family life and put an enormous strain on relationships. Because Carroll County is the one county in the state without a city, and because of the problems inherent in the seasonal economy, 24.1% of Carroll county residents work at least 50 miles from home. Just getting to work often costs two days pay, requiring two or more jobs to make ends meet. It is obvious what spending 80-90 hours per week working does for family stability.

All of the factors related to community risk and highlighted above are components of the problems that Northern Human Services works hard to address through VOCA funding. We continue to see an increase in the number of clients that are presenting with multiple episodes of victimization as well as an increase in the intensity of services that are clinically necessary. Victims are presenting with more complicated symptoms and system involvement. The primary goal of our VOCA-funded program is to find creative and effective ways to reach out to victims of crime of all ages to meet their diverse needs and thereby break this cycle of violence.

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

We are requesting continued VOCA funding to allow our Agency to increase its efforts to address the multiple needs of victims of crime in our region and to keep pace with salary increases which have been implemented in the past year. Our salaries had lagged seriously behind other similar organizations in the past three years and recent salary adjustments, which still leave our clinician salaries lower than many competitors, were a significant expense. Without an infusion of additional support from VOCA, we would have been forced to cut our VOCA team and reduce services this year. We are extremely relieved and grateful for the opportunity to grow, rather than retrench, our program.

VOCA funding will be used to partially fund the salaries of six master's level clinicians, one dually licensed in substance abuse and mental health, and two psychiatrists. This year, we have added our Wolfeboro psychiatrist to the team; an important addition to provide our VOCA clients in that area with essential medications and related monitoring to address their mental health diagnoses. Our VOCA clinicians will also benefit from the psychiatric consultation.

The overall team includes clinicians located in both of our sites, Conway and Wolfeboro, with expertise in treating children, adults and families. The importance of our dually licensed clinician (LADC and LCMHC) has increased over the past year, due to the burgeoning opiate addiction problem in our state. We find that substance abuse expertise is critical for our VOCA clients. Our VOCA clinicians have all developed special skills and knowledge in working with crime victims. We believe that this specialized team is an effective model for bringing the best we have to offer to victims of crime. VOCA funded clinicians are both office and community-based. Bringing services to the crime victim is especially helpful for those who may be reluctant to come to an office. Each person who requests services is assessed for "victim-related" issues. This helps us to not only identify victims and core issues that need to be addressed, it also allows us to prioritize services and reduce barriers such as fees that might otherwise prevent crime victims from obtaining the help they need.

Appropriate identification of crime victims in need of treatment and numbers of victims served are considered to be core grant outcomes. However, we are also aware of the importance of utilizing our VOCA resources to support persons who are most seriously impacted by crime. We will continue to assure that VOCA revenues are used in the most efficient and effective way possible in FY 2017.

The clinicians in our program provide specific victim services under a sliding fee scale. Our agency recognizes that crime victims already have experienced substantial emotional, physical and financial losses. If the reduced fee is problematic, the fee is waived for VOCA eligible clients. Funding through our VOCA grant allows us to provide services to victims of crime in a way that doesn't require adherence to our agency's set fee or length of treatment limits. As has been the case in past years, funds that are collected continue to be allocated to offset the cost of more services to crime victims.

Our staff members are specially trained in trauma informed treatment. It is known that most victims of crime suffer from trauma and that trauma affects people in different ways. Trauma Based Cognitive Behavioral Treatment for Victims of Homicide is a specialty of one of our VOCA funded clinicians. Our ability to maintain trained clinicians for this type of work, trained in the latest evidence-based practices, rests partially upon our VOCA funds. Dialectical Behavior Therapy (DBT), a comprehensive treatment program that encompasses individual and group therapy and crisis support by a specially trained and highly coordinated team of clinicians, is offered by the agency to adolescents and adults and is of particular benefit to trauma survivors who manifest certain types of severe or chronic psychological symptoms. Other services include assessment, linkage with other care or resources, brief psychotherapy, and inter-agency collaboration. Treatment of "secondary victims" of crime, such as school personnel and staff members of social service organizations who provide services to crime victims, is another element of the agency's victim services. This includes helping those

involved in working with victims of crime to identify the effect that this work has on them. The agency provides critical incident debriefing to groups and individuals in the community.

Children impacted by emotional and sexual abuse, as well as those who have witnessed domestic violence is an important priority group for our VOCA services. This year we have seen an increase in victims of domestic violence, which has been a concern for us. We work closely with Starting Point, our local domestic violence program, to address this population. We also have agreements with several local schools and we are providing services in schools (therapy, case management, and symptom management). School administration and support services indicate that this outreach has been pivotal for children whose families would struggle significantly to transport the child to the local mental health center. By treating victims of crime when they are children, our hope is that the level of trauma will be decreased. We are also hopeful that some of our young clients may be prevented from entering the "cycle" of victimization which can lead to adolescent and adult criminal behavior.

Services to children and families who have experienced trauma are complex, involving both clinical and community-based services including collaboration with schools, extended family, DCYF, the criminal and family court systems, and other social service agencies. Our primary interventions continue to be provision of direct treatment and education of caregivers regarding trauma-related issues and management strategies. Additionally, both the Conway and Wolfeboro offices have been offering and will continue to offer Child Psychiatry via teleconferencing with Dartmouth-Hitchcock Medical Center. This capacity began 7/08 and helps with more effective treatment and support for children who have been victims of crime.

As a result of our work with collaborative entities in Carroll County including the Moultonborough Coalition for Mental Health and Suicide Prevention, White Mountain Community Health Coalition, the Carroll County Public Health Network, the Moultonborough Family Health Center, Starting Point and several local school systems, it has become increasingly clear that children continue to be at significant risk in Carroll County. Our interactions with other providers of services to crime victims (e.g. Domestic Violence, Law Enforcement, DCYF, Family Court, etc.) increases awareness of the availability of "victim-related" issues and services, thus increasing self-referrals and referrals from many different individuals in the community. Rural, small town citizens may be less likely to seek help in the "yellow pages" and more likely to call someone they know.

For both children and adults, the impact of crime does not always occur during traditional work hours. The agency maintains a 24-hour emergency service. Master's level counselors are available by telephone, tele-video or in person at the hospital emergency room when a community member is in crisis at a time when the mental health center is closed. Referrals are frequently made by this service to the police, the domestic violence program, DCYF (Division

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of Children, Youth and Families), hospitals, and ongoing mental health treatment at our agency. It is not uncommon for our emergency service to receive phone calls from law enforcement and domestic violence staff for immediate consultation and support for victims of crime.

Community mental health center counselors and case managers need to have an excellent understanding of the workings of the court system and DCYF, the medical aspects of victimization, and how to help victims of crime feel more comfortable accessing needed services. It is essential that our staff have solid collaborative and cooperative skills. Since our programs are comprehensive and serve clients of all ages and cultural backgrounds, we need expertise in providing victim services to children, adults and elders. Our relationships with other service providers often lead to requests for consultation and our commitment to continuing education provides our staff with the skills necessary to meet these requests. Our community mental health center has a demonstrated history of advocacy on behalf of crime victims. It is critical that we continue to increase the awareness of victim-related issues and expertise in treating associated problems. Augmented funding will allow us to continue a robust and effective program that addresses the multiple needs articulated in this application.

Goal, Objectives, Activities and Performance Measures

Goal: To enhance and improve the Agency's ability to provide high quality clinical and psychiatric services victims of crime.

Objective 1: To identify individuals in need of treatment for mental health conditions caused by criminal acts.

Activity 1: Train all staff members, including the administrative employees overseeing the referral and intake process, in recognizing victim of crime.

Activity 2: Assure that the electronic medical record include a thorough assessment related to victimization which is updated, at a minimum, on an annual basis.

Activity 3: Within our electronic data base, track types of crimes and identify the treatment provided to assist victims.

Performance Measures:

1. Quarterly: data will be retrieved from our EMR to identify and report on numbers and types of individuals served and types of services provided.
2. Annually: all employees will be re-trained as necessary to assure a full understanding of VOCA supports and the ability to educate the broader community.

Objective 2: To provide specialized, trauma-trained clinicians and psychiatrists to deliver

VOCA treatment.

Activity 1: Employ and assign personnel to a “VOCA-funded” team with varied training and skills to address the individualized needs of crime victims. These personnel shall include clinicians and psychiatrists in each location with expertise in treating child and adult victims, as well as persons with co-occurring substance abuse and mental health issues.

Activity 2: Provide training to administrative and case management staff members to assist in obtaining VOCA benefits and services within and outside of the organization.

Performance Measures:

- 1) Track staff time of professionals assigned to Victims’ Services
- 2) Track number and type of trainings attended by VOCA-funded staff on victim-related treatment

Objective 3: Provide quality individualized treatment to crime victims

Activity 1: Develop individualized treatment plans for every VOCA client that identifies issues related to victimization and services required for effective treatment.

Activity 2: Provision of specialized and individualized treatment, as determined in formal treatment planning process, to victims of crime who require treatment for issues of secondary to victimization

Performance Measures:

- 1) Quarterly: Review all treatment plans of VOCA clients to assure that treatment is focused on issues identified as impacting recovery from victimization
- 2) Annually: Enhance the VOCA tab in the EMR to add any new information related to the effective assessment and treatment.

The Area Director will be responsible for assuring the implementation of each program goal, objective, activity and performance measure in conjunction with the Clinical Director

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

Sustainability plans are based on our ability to bill for services provided by VOCA staff and to then use these funds to support additional services. We also use VOCA funded efforts to compliment other initiatives provided directly by our agency and other inter-agency initiatives such as with Starting Point and the Moultonborough Coalition on Mental Health and Suicide Prevention. Unfortunately, State funding cuts to mental health treatment is making us more dependent on VOCA funding to allow access to treatment for victims of crime which makes the recent increase in availability of VOCA funding so important. A positive development has been an increase in the number of insured victims due to the Affordable Care Act and the NH

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Health Protection Plan. We nervously await the State legislature's decision regarding re-authorizing the HPP, with a vote due this month. The reality is that few individuals can afford to pay for the cost of their care without some form of subsidy. We are grateful to VOCA for help in addressing these needs.

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

Northern Human Services has an extensive internal evaluation system, as well as ongoing site visits conducted by the Bureau of Behavioral Health and various private insurers. For all programs, including VOCA, our quality assurance department reviews *every* treatment plan generated by our clinicians to assure that our staff are addressing client needs in the most effective and efficient manner, with ongoing client involvement in their treatment. The VOCA assessment is built into our electronic medical record and each VOCA-funded client is reviewed with attention to the VOCA goals, objectives and activities. Carroll County Mental Health is accustomed to intense review; we meet annual credentialing requirements for both of our local hospitals, a process that has become much more intensive and thorough in the past three years. For all insured clients, including those VOCA clients with insurance, we are subject to frequent audits which generally involve a full reading of the clinical record and review of the individual treatment plan. All treatment provided by our facility is supervised by both our psychiatrist and our LICSW clinical director, who bring over 40 years of combined experience to the table. Finally, each quarter, as we prepare the quarterly drawdown report, the VOCA objectives and activities are reviewed and changes made when necessary.

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

Northern Human Services has been in existence for more than fifty years and, over that time, has weathered many State funding cycles, economic downturns and changes in State and National priorities. The organization as it exists today serves 45% of the land mass of the State and is fiscally and administratively robust, with long tenure among both our line staff and upper managers. Carroll County Mental Health is led by a licensed, master's level mental health administrator with forty years of experience; a seasoned, licensed, clinical director with over thirty years of experience and is supported by a strong and experienced CEO and a master's level, certified public accountant CFO who together bring more than thirty years of non-profit management experience to the table. The agency also employs a master's level Quality Assurance Director, and a Human Resources team composed of three HR professionals, two of whom hold national certification. As a Community Mental Health Center, Northern Human Services must pass a rigorous re-designation process and must also meet quality criteria set by insurers and managed care companies. NHS has excelled in the results of site visits and certification reviews.

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

Department of Justice Grant Application

C. BUDGET DETAIL FY '17

Mental Health Care Services to Child Victims of Crime - Carroll County

A. PERSONNEL		Annual	VOCA	Federal	Matching	Total
Job Title		Salary	Allowable %	Funds	Contribution	Budget
MM	Psychiatrist	214,000	0.05	8,560	2,140	10,700
VH	Clinician	41,975	0.20	6,716	1,679	8,395
MC	Clinician	47,000	0.16	6,016	1,504	7,520
MH	Clinician	49,756	0.68	27,067	6,767	33,834
JW	Clinician	44,000	0.11	3,872	968	4,840
TG	Clinician	44,000	0.20	7,040	1,760	8,800
LN	Psychiatrist	204,000	0.04	6,528.00	1,632.00	8,160
KR	Clinician	46,000	0.20	7,360.00	1,840.00	9,200
Subtotal Staff			1.64			
Subtotal Salary				73,159	18,290	91,449
<hr/>						
B. SOCIAL SECURITY & OTHER FRINGE BENEFITS						
Health Insurance				21,841	5,460	27,302
Life Insurance						
Disability Insurance						
403 B						
Payroll Taxes						
Malpractice Insurance				0	0	0

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(MD Only)			
	Subtotal Fringe	21,841	5,460
			27,302
	Subtotals, Personnel & Fringe	95,000	23,750
			118,751
C. Travel			
	Subtotal Travel	0	0
			0
	Subtotal	\$95,000	\$23,750
			\$118,751

		Federal Funds	Matching Contribution	Total Budget
D. EQUIPMENT				
	Subtotal Equipment	0	0	0
E. Supplies				
	Subtotal Supplies	0	0	0
F. CONSTRUCTION				
	Subtotal Construction	0	0	0
G. Consultants / Contracts				
	Subtotal Consultants/Contracts	0	0	0
H. OTHER COSTS				
	Subtotal Other Costs	0	0	0
I. Indirect Costs				
	Subtotal Indirect Costs	0	0	0
GRAND TOTALS		\$95,000	\$23,750	\$118,759

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

Budget Category Amount	Federal	Match
A. Personnel	73,159	18,290
B. Fringe Benefits	21,841	5,460
C. Travel	0	0
D. Equipment	0	0
E. Supplies	0	0
F. Construction	0	0
G. Consultants/Contracts	0	0
H. Other	0	0
Total Direct Costs	95,000	23,750
I. Indirect Costs	0	0
Total Project Costs	95,000	23,750

Federal Request	95,000
Non-Federal Match Amount	23,750

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BUDGET NARRATIVE:

A. PERSONNEL: The Personnel category summarizes the expenses of an eight member team comprised of: two psychiatrists (M.D.) – one in each of our main locations; five master’s level clinicians trained in providing therapy for trauma/victims related issues, one of whom will provide off-site services in schools and outreach; and one dually licensed clinician (substance abuse/mental health). The psychiatrists will be available for both direct patient care and consultation in both of our offices. The clinicians will each dedicate time as indicated in budget. All of our administrative staff members and case managers are also trained in the identification of persons eligible for VOCA services. Although these staff members are not VOCA funded, they will provide support, education and outreach. Each individual member of the team is trained in providing a unique, but critical service and each is already accustomed to interdisciplinary collaboration. As noted in the application narrative, our salaries have increased this year and that increase is reflected in the budget.

B. FRINGE BENEFITS: Social security, health insurance, and all other fringe benefit costs are calculated at @ 30% of each individual’s salary. We did not include the expense of malpractice insurance, although this is an additional cost.

C. TRAVEL: Travel expenses are not included.

D. EQUIPMENT: Equipment expense is not included.

E. SUPPLIES: Supply expenses are not included.

F. CONSTRUCTION: There are no construction expenses.
Facility costs are not included.

G. CONSULTANTS / CONTRACTS: No expenses included.

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Addendum to Application:

Northern Human Services – Carroll County is requesting two waivers:

- 1) We are requesting an ongoing waiver of the requirement to utilize volunteers, due to the highly sensitive and technical nature of the clinical work that we provide for the community. We are required to follow intense confidentiality regulations and the clinical work being provided requires a level of technical expertise beyond what can reasonably be expected of a volunteer.
- 2) We are also requesting waiver to allow us to bill for services and generate added program revenue. This allows us to leverage federal funding and provide added VOCA-allowable services. Any program revenue will be used exclusively to fund VOCA allowable activities and are reported quarterly. If payment for services is a barrier for any person served, we will reduce fee to \$0.00 as needed and appropriate.

Thank you!

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State of New Hampshire Contract Exhibit B

SCHEDULE OF PAYMENT

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

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State of New Hampshire Contract Exhibit C

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

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

2. Reports and Certifications Required

- a. Subrecipient will be required to file **quarterly performance reports**.

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

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

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Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

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

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

Mail:

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

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

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

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

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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 <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

Instructions for Certification:

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

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- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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25. Certification Regarding EEOP Required:

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

INSTRUCTIONS

Completing the Certification Form

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

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

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

Section A

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

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CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

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

Recipient's Name: <u>Northern Human Services</u>	
Address: <u>87 Washington St. Conway NH 03818</u>	
Is agency a: <input checked="" type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DUNS Number: <u>073993059</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Eric Johnson, CEO</u>	
Telephone Number: <u>603.447-8001</u>	E-Mail Address: <u>ejohnson@northernhs.org</u>

Section A—Declaration Claiming Complete Exemption from the EEO Requirement

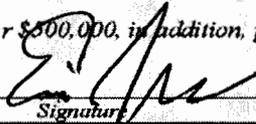
Please check all the following boxes that apply.

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

I, Eric Johnson [responsible official], certify that Northern Human Services [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that Northern Human Services [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Eric Johnson, CEO
Print or Type Name and Title


Signature

4/26/16
Date

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

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

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

[organization],

[address].

Print or Type Name and Title

Signature

Date

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

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

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

Print or Type Name and Title

Signature

Date

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4/26/16

Section B

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

Section C

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

Section D

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

Submission Process

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

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

The form can be found at:

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

Or you may use the form on the following page.

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

EMJ
4/26/16

CERTIFICATE OF AUTHORITY/VOTE

I, Maddie Costello, do hereby certify that:

1. I am the duly elected Secretary of Northern Human Services (the "Corporation").
2. The following is a true copy of a vote duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 21, 2016 at which a quorum of the Directors were present and voting:

RESOLVED: That Eric Johnson, CEO is hereby authorized on behalf of this Corporation to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: 4/26/16

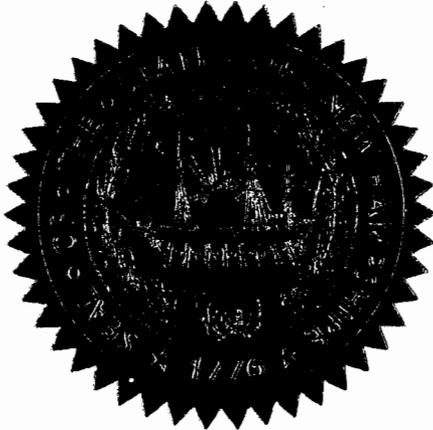
ATTEST: Maddie Costello
Maddie Costello, Secretary

*EMJ
4/26/16*

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Northern Human Services is a New Hampshire nonprofit corporation formed March 3, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "William Gardner".

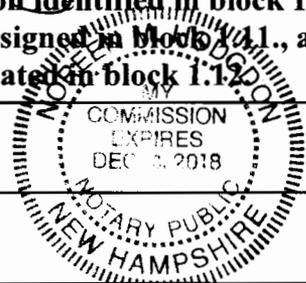
William M. Gardner
Secretary of State

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 Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH, 03301	
1.3. Subrecipient Name Child Advocacy Center of Rockingham County		1.4. Subrecipient Address 100 Campus Drive, Suite 11, Portsmouth, NH 03801	
1.5 Subrecipient Phone # (603) 422-8240	1.6. Account Number CA-20-00-201510-201-50075	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$75,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-0110	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 <i>Maurice Sullivan</i>		1.12. Name & Title of Subrecipient Signor 1 <i>Dr. Maurice Sullivan, Exec. Director</i>	
Subrecipient Signature 2 <i>Bradley Russ</i>		Name & Title of Subrecipient Signor 2 <i>Mr. Bradley Russ - Board Chair</i>	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <i>Rockingham</i> , on <i>4/12/16</i> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) <i>Noreen Hodgdon</i>			
1.13.2. Name & Title of Notary Public or Justice of the Peace <i>Noreen Hodgdon</i>			
1.14. State Agency Signature(s) <i>Kathleen Carr</i>		1.15. Name & Title of State Agency Signor(s) <i>Director of Administration</i>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>[Signature]</i> Assistant Attorney General, On: <i>4/29/16</i>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <i>1/1</i>			



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

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

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

Section 2: Narrative Questions

VOCA Application Project Narrative: Scope of Work

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

NEED STATEMENT

The Child Advocacy Center of Rockingham County (CACRC) is a 501(c) 3 non-profit agency comprised of a team of dedicated professionals pursuing the truth in child abuse investigations. A multi-disciplinary team approach to investigating allegations of child abuse serves as the foundation of a CAC. Under this model, improvements in the criminal justice, child protection, and mental health responses all rely on the capacity of agencies to work together in the best interests of children. The CACRC and its partners ensure that children are not further victimized by the very interventions intended to protect them.

Child abuse is reprehensible. However, the act of the abuse is sometimes just the beginning of the difficulty for children and their family, who are frequently shifted from one agency to another to receive help. The Child Advocacy Center (CAC) model has been noted as one of the leading developments in combating child sexual abuse. In a 5-year, multisite evaluation conducted by the University of New Hampshire's Crimes against Children Research Center, children in communities that lacked a CAC were interviewed in schools (19%), child protective services offices (22%), police stations (18%), homes (16%), and other locations (25%). The evaluation research also found that of the children receiving services through a CAC, 60% received a mental health referral compared to only 22% of children in a community without access to a CAC (Jones et al., 2005).

The model requires accountability and collaboration for a timely and effective response to child abuse, neglect, and exploitation. Coordinated investigations have resulted in cost savings to communities and stronger court cases with higher sentencing rates for offenders. The CAC of Rockingham County was the first center of its kind to take root in New Hampshire. Results in Rockingham County include:

- Development of the first brochure for parents on Talking with Your Kids about Body Safety, which is now used statewide and recently translated and printed in Spanish.
- Development of a statewide comprehensive resource handbook entitled A Handbook for Parents intended for non-offending caregivers. It explains all aspects of a CAC including the



forensic interview, subsequent investigation and criminal/civil proceedings as well as information on how to talk to and support a child who has been victimized.

- Increased access to medical exams and mental health services for child victims and their families.
- Greater involvement by law enforcement in sexual abuse investigations.
- Increased satisfaction among non-offending caregivers throughout the investigation process.
- Services provided to over 5,500+ children, at no cost to families since opening our doors in early 2000. In 2015, 293 children were served; of those children, 70% alleged sexual abuse, 64% were female, 30% were under the age of six, 33% were between the ages of 7-12 years old, and 90% of the time, the perpetrator was someone the child knew and trusted.
- Saving Rockingham County \$440,000 in the year 2015. The average cost for a traditional investigation is \$4,000 compared to \$2,500 for investigations involving a Child Advocacy Center. Using this model saves taxpayers \$1,500 per child, per interview, meaning a total savings \$8,250,000 million over the past 16 years.
- Bringing in private dollars for child maltreatment services that would not otherwise be available through government based child serving agencies.

PROBLEM STATEMENT

In 2015, more than 2,360 New Hampshire children and their non-offending caregivers received services from a local CAC. The trauma of being sexually abused as a child has been shown to have a lasting impact and put survivors at a greater risk for developing health and behavioral problems, such as those listed below (Statistics from Darkness to Light at www.darkness2light.org):

- Survivors of child sexual abuse report symptoms of PTSD, sadness, more problems in school, as well as inappropriate sexual behaviors more commonly than non-victims.
- Nearly 50% of women in prison state that they were abused as children.
- Young girls who are sexually abused are three times more likely to develop psychiatric disorders or alcohol and drug addiction in adulthood than girls who are not sexually abused.
- Among male survivors, more than 70% seek psychological treatment for issues such as substance abuse, suicidal thoughts, and attempted suicide.
- Males who have been sexually abused are more likely to violently victimize others.

- An estimated 60% of teen first pregnancies are preceded by experiences of molestation, rape, or attempted rape, with the average age of their offender being 27.
- More than 75% of teenage prostitutes have been sexually abused.

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

PROPOSED PROJECT

Primarily developed to investigate child sexual abuse, in recent years, the CAC of Rockingham County has expanded to investigate nearly all types of severe child abuse, including physical abuse, drug endangerment, and situations in which young children witness homicides or other acts of violence. The agency also investigates cases where victims often do not see themselves as victims, such as instances of sexual exploitation and statutory rape. Some cases involve children who may have created child pornography and therefore could be both a victim and an offender. Of particular note is the impact that the evolving heroin and opiate epidemic has on recent cases seen at the CAC, and in turn the systematic response to child maltreatment. Although forensic interviews are the cornerstone of a child abuse investigation, our staff of 2.5 also provides outreach and prevention via education and trainings throughout the community.

With offices in Derry and Portsmouth, the CAC is a “can’t fail” component of the community and one of the most valuable resources in child trauma issues. In Rockingham County, the CAC is seeing a wider net of cases, some that fall outside of the agency’s mission statement. In addition to this expansion of cases, in recent years the agency has become more reliant on private donations, fundraising, and reduction in overhead, including staffing, in order to continue the fight against child abuse. It is for this reason that the CAC of Rockingham County is seeking funds from the VOCA Assistance Fund in the amount of \$75,000 to grow the current staff from 2.5 to 3.5 to include a second forensic interviewer, which would allow for seamless coverage.

PROJECT DESIGN AND IMPLEMENTATION

The CAC of Rockingham County seeks to provide the best possible environment for children reporting abuse and prevent future abuse through forensic interviews, outreach, education, and training. Funding in the amount of \$75,000 would provide for two full-time



forensic interviewers to conduct investigative interviews, case management, case tracking, and outreach to support the centers in Derry and Portsmouth. A dedicated full time staff of at least three would increase clients' access to both of our centers, therefore improving our delivery of services. It would also enable the Executive Director to concentrate on the initiatives outlined in the strategic plan, including community partnerships, outreach, fundraising, education, grant writing, and fiscal management.

Goal 1: Expand and enhance services for children, families, and our Multidisciplinary team partners in Rockingham County.

Objective 1: Grow employee base by hiring a second full-time forensic interviewer position in order to better coordinate multidisciplinary participation in investigations, track cases, schedule medical exams, and make mental health referrals, as well as any other intervention services recommended.

Objective 2: As part of a career path, train the current forensic interviewer on Extended Forensic Interviewing. While the single interview approach is sufficient for many children, there is a subset of children who are reluctant to participate in such a focused conversation with a stranger and may benefit from more time and expanded conversation over multiple sessions. This training introduces a model for a multi-session forensic interview of a child who may potentially have been a victim or witness of child abuse or other violent behaviors.

Activity 1: Hire a second fulltime forensic interviewer by July 1, 2016.

Activity 2: Send a newly hired staff member to the National Child Advocacy Center in Huntsville, Alabama for the Forensic Interviewing of Children Training to the September 19-23, 2016 class.

Activity 3: Through the National Child Advocacy Center in Huntsville, Alabama, register and send Jillian Burns to the Extended Evaluation Forensic Interview Training in the early fall of 2016.

Activity 4: Track all case progress through the investigation system. The National Children's Alliance standard states that, "CACs must develop and implement a system for monitoring case progress and tracking case outcomes for all multidisciplinary team components. CACs have the capacity to track the following data:

- Demographic information about the child and family
- Demographic information about the alleged offender



- Type(s) of abuse
- Relationship of alleged offender to child
- Multidisciplinary team involvement and outcomes
- Charges filed and case disposition in criminal court
- Child protection outcomes
- Status/outcome of medical and mental health referrals

Goal 2: In an effort to continue “Best Practices” in the area of crimes against children, provide training to all of our multidisciplinary team members.

Objective 1: Make sure all of Rockingham County first responders understand how to recognize, react and report suspected cases of child maltreatment, including exploitation and human trafficking.

Activity 1: Reach out to the 37 police and fire departments in order to bring First Responder training and the role of the Child Advocacy Center to patrol officers, school resource officers, detectives, and paramedics, enabling all of these individuals to recognize and react responsibly to allegations of abuse. Initial objectives should be to evaluate and address immediate medical and psychological needs, assess and ensure the safety of victims, and secure the scene in order to collect and preserve all evidence.

Activity 2: Working with the the National Criminal Justice Training Center of Fox Valley Technical College to bring best practice trainings to Rockingham County including *Multi-Disciplinary Team Response to Child Sex Trafficking* in order to improve the response to all crimes against children

Goal 3: Identify and reach “at risk” populations in Rockingham County.

OBJECTIVE 1: Establish collaboration and cooperation with schools, local police departments, Child Protective Services, and Victim Advocate agencies in an effort to identify and reach “at risk” populations.

Activity 1: Partner with local crisis centers such as HAVEN, YWCA Crisis Center, Bridges, and medical and mental health providers in an effort to provide linkage in support groups, as well as 24-hour crisis services to CAC clients.

Activity 2: Using an Outcome Measurement System (OMS) in an effort to improve and expand your service delivery, Jillian Burns, our Forensic Interviewer, will work with victim advocates to identify key barriers that keep non-offending caregivers and children from actually following up

on referrals. The OMS will include two surveys for caregivers, the Initial Visit Caregiver Survey, which is given at the end of the first visit, and the Caregiver Follow-Up Survey given approximately two months later. Both surveys include items asking about services for the children and families, including their satisfaction with services they have already received and additional services they may like to see offered by the CACRC.

QUALIFICATIONS OF CHILD FORENSIC INTERVIEWER

The forensic Interviewer is responsible for the day to day programming and service requirements. Areas of responsibility include conducting forensic interviews of children between the ages of 3 to 18 who have made allegations of abuse, pre- and post-multidisciplinary investigation meetings, crisis intervention, collecting and entering data into the case tracking system, responding to subpoenas and testifying when requested, participating in public education programs, and conducting professional and community trainings on interviewing and/or the dynamics of child abuse.

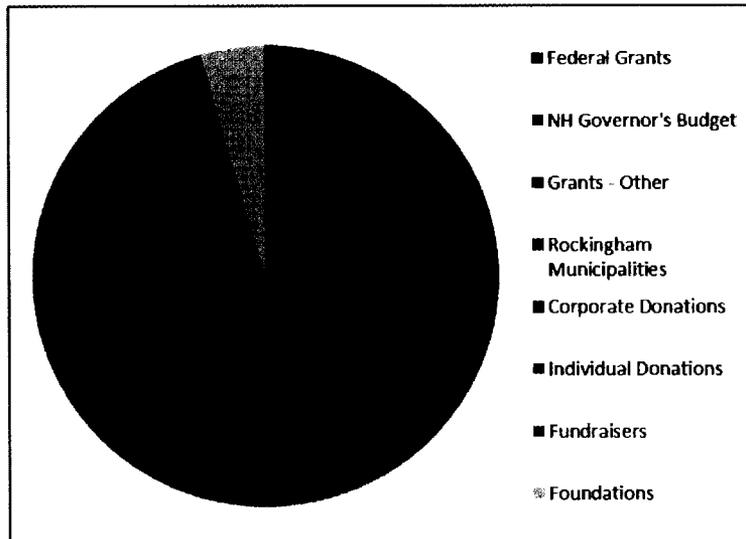


3. Explain applicant's plan for sustainability of the proposed project and also your organization should federal funds no longer be available.

SUSTAINABILITY OF PROJECT

Since the economic crisis of 2008, only those nonprofits which possessed resources, human capital, and a diverse revenue stream prevailed. The CAC of Rockingham County has moved from a perceived “do-gooder” to a one of the leading developments in combating child sexual abuse. As a CAC with the non-profit model, our board of directors has been focused on efficiency and long-term sustainability as part of our strategic business plan. The nonprofit based CACs attract funding from inside and outside of the community. In 2015, funding to support the good work of the agency was found in the following sources:

<u>2015 Source of Revenue</u>	<u>% of Budget</u>
Federal Grants	11
NH Governor's Budget	4
Grants – Other	6
Rockingham Municipalities	16
Corporate Donations	4
Individual Donations	8
Fundraisers	47
Foundations	4



With our national reaccreditation in 2016 behind us and a strategic business plan in the works, the CAC of Rockingham County is poised to meet our mission for the next several years. As a non-profit, we are required to reinvest our earnings to carry out our mission locally;

however, we continue to work with the Granite State Children's Alliance in order to ensure that all New Hampshire children have access to a CAC.

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

PERFORMANCE MEASURES

Objectives identified will be conducted quarterly during the July 1, 2016 to June 30, 2017 time frame.

- Interview on average 20 - 30 children per month.
- At least three to six members of the Multidisciplinary team will participate in First Responder, Basic Forensic Interview, or any "best practices" training in the 2016/2017 time frame.
- The current forensic interviewer, Jillian Burns, will participate in Extended Evaluation Interview training in 2016/17.
- A newly hired Forensic Interviewer will be mentored and peer-reviewed by Jillian Burns through safety checks, misdemeanors, up to felony level child abuse cases.
- A team made up of law enforcement, DCYF, county prosecutors, victim advocates and hopefully community leaders who are interested in establishing a community response to the commercial sexual exploitation of children, will be sent to a five day training on Human Trafficking.
- Every child that comes to the CACRC will be referred to a "Healthy Kids" exam and mental health services by the Forensic Interviewer.
- The data from Outcome Measurement Surveys will be used to give families a voice in the CAC process and prioritize programs to strategically invest resources.

NEEDS FOR IMPROVEMENT

There are numerous barriers to systematically collecting and using case tracking data to inform CACs practice and policy decisions. The time involved to collect such data, as well as the busy schedules of the different agencies involved make this a near impossible task. Once a family leaves the CAC, any follow-up with them is left in the hands of law enforcement, child



protective services, the county attorney's office, and medical and mental health providers. Aside from our monthly case review team meeting (during which attendance is inconsistent), we have little access to understanding how each family's case progresses over time, and whether or not the CAC's role was effective in a given case. This means that we lack a feasible method for assessing family outcomes, which in turn inhibits our ability to make useful adjustments.

In an attempt to evaluate caregiver satisfaction and make necessary improvements to our services, our interviewer distributes an Outcome Measurement Survey (OMS) to every caregiver whose child visits our center; however, these surveys are very rarely completed and returned. This lack of survey completion makes sense due to the stress most caregivers are under when we see them, but it also suggests the need for an alternative method for gauging the effectiveness of our services.

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

FINANCIAL MANAGEMENT AND OVERSIGHT

The CAC of Rockingham County has been a stalwart of services for victims of child abuse for the past 16 years. The economic crisis of 2008 and a budget shortfall did not deter our ability to provide services. Our board of directors has a fiduciary duty to ensure that the assets of a charitable nonprofit are used in accordance with donors' intent, and in support of the mission as well as overseeing administrative policies, long-range planning, and obtaining funding. Maureen Sullivan, the current executive director oversees ongoing day-to-day business practices, hiring and managing staff, and fiscal operations, and long-range planning for ongoing sustainability.



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

Section 3: Budget and Budget Narrative

New Hampshire Department of Justice Budget Detail Worksheet

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

Name/Position	Computation	Federal	Match
2 Full-time	Salaries Only \$75,000		
Forensic Interviewers		\$75,000	\$18,750

The Forensic Interviewers salaries provide VOCA allowable activities, including child advocacy for abused children, investigative interviews, case tracking, maintain client files, referral of clients to support services to victim advocates and mental and medical health providers, and conducts monthly case review meetings where the Multidisciplinary Team comes together to facilitate enhanced services to child victims. The Program Coordinator/Forensic Interviewer will supervise programs and report directly to the Executive Director.

Title	Starting	Average	High
Program Coordinator/Forensic Interviewer	\$39,000	\$47,000	\$55,000
Intake Coordinator/ Forensic Interviewer	\$35,000	\$41,000	\$47,000

The matching funds from donations and fundraising will be used for to pay for the rent for the Child Advocacy Centers in Derry with rent currently at \$13,200 and Portsmouth at \$10,020 for a total of \$23,200.

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

Name/Position	Computation	Federal	Match
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Project category Not Approved by NH Department of Justice

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

G-1 Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$650 per day require additional justification and prior approval from OJP.

Name of Consultant Service Provided Computation Federal Match

Category G-1 Consultant Fees: Sub-Total Federal:		Match:		
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G-2 Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item Location Computation Federal Match

Category G-2 Consultant Expenses Sub-Total Federal:		Match:		
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G-3 Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item Federal Match

Category G-3 Contracts Sub-Total Federal:		Match:	
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H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description Computation Federal Match

Category H. Other Costs Sub-Total Federal:		Match:	
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I. Indirect Costs - Indirect costs are allowed at the applicant's federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, the applicant may submit either a rate negotiated between the pass-through entity and the sub-recipient (in compliance with this part), or a de

minimis indirect cost rate of 10% of modified total direct costs as defined in §200.414 Indirect (F&A) costs, paragraph (f) of the Federal Register Vol. 78 No 248; 2 CFR Part 200

Description Computation Federal Match

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

Budget Category Amount Federal Match

A. Personnel	\$75,000	\$18,750
B. Fringe Benefits		
C. Travel		
D. Equipment		
E. Supplies		
F. Construction		
G. Consultants/Contracts		
H. Other		
Total Direct Costs		
I. Indirect Costs		
Total Project Costs		

Federal Request	\$75,000
Non-Federal Match Amount	\$18,750

BUDGET NARRATIVE

The salary rate in this proposal is for two full time positions to include a **Program Coordinator/ Forensic Interviewer** and a **Forensic Interviewer/Intake Coordinator**. Currently, Jillian Burns is paid an annual salary of \$42,500. This amount does NOT include cost of social security, benefits, or salary increase in the VOCA fiscal year 2017. The CAC of Rockingham County operates on a calendar year. The Forensic Interviewer's salary for Rockingham County has traditionally been below par based on experience and education compared to other Centers in New Hampshire.

Personnel: Funding is being sought to support 94% of both our Forensic Interview Specialist/Intake Coordinator positions. The VOCA funds will support only VOCA allowable expenses. Currently Jillian Burns, Forensic Interviewer spend 94% of her time performing direct services for children and families, coordination of services, and all necessary follow up services. Fringe Benefits are NOT being included in the request for VOCA funds.

Other Costs: A portion of the fundraising dollars will provide for the required match of \$18,750 to the rent of our CAC site located in Derry and Portsmouth, NH.



State of New Hampshire Contract Exhibit B

SCHEDULE OF PAYMENT

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



State of New Hampshire Contract Exhibit C

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

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

2. Reports and Certifications Required

- a. Subrecipient will be required to file **quarterly performance reports**.



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



Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

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



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

Mail:

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

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

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

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



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

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



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

Instructions for Certification:

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



- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



DEPARTMENT OF JUSTICE
STATE OF NEW HAMPSHIRE



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

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

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

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

Name and Title of Head of Agency

Signature

Date

Name and Address of Agency

DEPARTMENT OF JUSTICE
STATE OF NEW HAMPSHIRE



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

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

Maura Sullivan, Executive Director
Name and Title of Head of Agency

Maura Sullivan 4/25/16
Signature Date

Child Advocacy Center of Rockingham County
Name and Address of Agency
100 Campus Dr., Suite #11
Portsmouth, NH 03801

Section B

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

Section C

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

Section D

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

Submission Process

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

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

The form can be found at:

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

Or you may use the form on the following page.



25. Certification Regarding EEOP Required:

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

INSTRUCTIONS

Completing the Certification Form

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

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

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



CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, Mauraan Sullivan [responsible official], certify that Child Advocacy Ctr. of Rockingham County, Inc. [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that Child Advocacy Ctr. of Rockingham County, Inc. [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Mauraan Sullivan, Executive Director Mauraan Sullivan 4/18/16
Print or Type Name and Title Signature Date

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

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.303):

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

[organization],

[address].

Print or Type Name and Title Signature Date

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

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

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

Print or Type Name and Title Signature Date

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD ADVOCACY CENTER OF ROCKINGHAM COUNTY, INC. is a New Hampshire nonprofit corporation formed July 12, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



Certificate of Authority for
The Child Advocacy Center of Rockingham County

I, Brad Russ, hereby certify that I am duly elected Board Chair of *the Child Advocacy Center of Rockingham County*. I hereby certify the following is a true copy of an electronic vote taken in April of 2016 at which a quorum of the Directors voted.

VOTED: That **Brad Russ** is duly authorized to enter into contracts and agreements on behalf of *the Child Advocacy Center of Rockingham County* with the state of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may be in his judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: _____

4/21/16

ATTEST: _____

Brad Russ

(Name & Title)

Board Chair

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

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

PRODUCER: People's United Ins. Agency NH, 501 Islington Street, 3rd Fl., Portsmouth, NH 03801. CONTACT NAME: Laurie McIntire, PHONE: 603-427-7529, FAX: (A/C, No):, E-MAIL ADDRESS: laurie.mcintire@peoples.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insuranc, NAIC #: 18058; INSURER B: Zurich American Insurance Co., NAIC #: 16535; INSURER C:; INSURER D:; INSURER E:; INSURER F:.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability (PHPK1389224) and Workers Compensation and Employers Liability (WC002125880).

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

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

Seacoast Child Advocacy Center Inc. 100 Campus Drive, Suite 11 Portsmouth, NH 03801

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

AUTHORIZED REPRESENTATIVE

Laurie McIntire

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 Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH, 03301	
1.3. Subrecipient Name Merrimack County Child Advocacy Center		1.4. Subrecipient Address 10 Green Street, Concord, NH 03301	
1.5 Subrecipient Phone # (603)219-0627	1.6. Account Number 03-20-30-20 1510-5221 20575	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$75,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-0110	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 <i>Stephen C. Marro</i>		1.12. Name & Title of Subrecipient Signor 1 Stephen Marro, County Administrator	
Subrecipient Signature 2 <i>Bethany Cottrell</i>		Name & Title of Subrecipient Signor 2 Bethany Cottrell, Exec Director	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <i>Merrimack</i> , on <i>4/14/16</i> 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.			
Signature of Notary Public or Justice of the Peace <i>Melinda A. Harrison</i>			
Name & Title of Notary Public or Justice of the Peace Melinda A. HARRISON, Admin. Assistant			
State Agency Signature(s) <i>Kathleen Carr</i>		1.15. Name & Title of State Agency Signor(s) Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>[Signature]</i> Assistant Attorney General, On: <i>4/29/16</i>			
1.17. Approval by Governor and Council (if applicable)			
By: _____ On: <i> / /</i>			



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

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

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

Section 1: Cover Page

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

Applicant Information:

Name of Applicant Organization: Merrimack County Advocacy Cener

DUNS Number: **830156787**

SAM Registration Expiration Date:

Federal Funds Requested: \$ 75,000

1. Project Title: Merrimack County Advocacy Center

2. Grant Project start date: 7/1/2016

Project end date: 6/30/2017

3. Project Director: Steve Marro

Telephone: 603-796-6800

Email: SMarro@merrimackcounty.net

4. Financial Officer: Michael Rivard

Telephone: (603) 796-6800

Email: m.rivard@merrimackcounty.net

5. Primary contact person for this project is: Bethany Cottrell, Executive Director

Address: 10 Green St Concord NH 03301

Telephone: (603) 219-0627

Email: Bcottrell.mcac@gmail.com

6. Certification Required:

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

Signature of signing authority:

Bethany Cottrell Date: *3/17/16*

Address: 10 Green St Concord NH 03301

Telephone: (603) 219-0627

Email Bcottrell.mcac@gmail.com

Section 2: Narrative Questions

VOCA Application Project Narrative: Scope of Work

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

In 2004, the New Hampshire Attorney General's Office set aside a small amount of monies for each New Hampshire County to establish a Child Advocacy Center (Hereafter "CAC"). Subsequently, in 2009, a group of dedicated multi-disciplinary professionals began meeting monthly to plan for a CAC for Merrimack County, New Hampshire. The Merrimack County Advocacy Center (Hereafter "MCAC") celebrated its Grand Opening in December, 2009. On September 24, 2010, the MCAC was recognized as an Associate Member of the National Children's Alliance (Hereafter "NCA"), in December of 2015 the MCAC applied for Accreditation with NCA and has a site review scheduled for July 2016 with anticipation of becoming an Accredited Member of NCA in 2017.

Currently, the MCAC employs 4 full time employees: the Executive Director, 2 Program Assistants and an Intake Coordinator. The MCAC is located at 10 Green St Concord, NH. The MCAC multidisciplinary team includes one district offices of the Division for Children, Youth and Families (hereafter DCYF), 29 law enforcement agencies, the Merrimack County Attorney's Office, the community mental health agency - Riverbend, the Crisis Center of Central NH, and one specialized medical provider for handling cases of child sexual and physical abuse.

Although Merrimack County has embraced the multidisciplinary model and has had an assigned Sexual Assault Investigator through the County Attorney's Office, it was not until the advent of the MCAC, that all Multi-Disciplinary Team (Hereafter "MDT") partners were engaged and a true MDT response was actualized. This response has created more opportunities for a coordinated team effort throughout the county. Over the past several years, the MCAC has provided many trainings to our local law enforcement officials, DCYF district office, schools, and other community agencies to enhance reporting of child abuse in all towns and cities in Merrimack County. While the staff at the MCAC have made concerted efforts to promote outreach in these more rural areas, there is more work to be done. The MDT continues

to face challenges in engaging our more rural community members. Data from the Center's NCATrak- web based tracking system, shows the overwhelming majority of the MCAC's cases are coming from the larger cities and towns in our county.

Each year the number of victims served at the MCAC increases, with 2015 being about 350 victims and families served. These victims and families are often ill-prepared for an allegation of sexual abuse, and are unaware of the resources and services available for them. Although each member of the MDT has a role in these investigations, families' social needs often go unnoticed. These families need a support person to provide the follow up and assistance around social stressors. This support allows the victim and family to ease stress and anxiety and ultimately be a better witness for a criminal and civil investigation.

The MCAC is an active participant in our state chapter, the Granite State Children's Alliance (Hereafter "GSCA"). GSCA members meet monthly in Concord, NH for the purpose of networking, information sharing and determining the direction of our statewide CAC movement. With the support of our partner agencies and Advisory Board, the MCAC remains on track to achieve long term success.

The MCAC continues to monitor nationwide movements and best practice models in child abuse prevention. National statistics continue to show that 1 in 4 girls and 1 in 6 boys will be sexually abused before their eighteenth birthday. Furthermore, according to a 2010 survey conducted by The National Center on Child Abuse and Neglect (Hereafter "NCCAN"), children with disabilities are abused at approximately twice the rate as children without disabilities. Consistent with the national statistics, the MCAC has also seen an increase in the number of referrals of children with diagnosed mental health issues and/or developmental delays. The MCAC has also seen an increase in referrals coming to the center while children are still admitted at the New Hampshire Hospital or who have recently been released.

According to the Center for Disease Control, the prevalence of developmental disabilities has increased 17.1%, the prevalence of Attention Deficit Hyperactivity Disorder has increased 33.0%, and the prevalence of autism has increased 289.5% over the last twelve years.

Therefore, the MCAC anticipates working with a continued increase in the number of children with mental health issues and disabilities. In order to be prepared for these cases, in 2015 the MCAC sent 1 Program Assistant to a Forensic Interviewing of Victims with Disabilities

Training in Huntsville Alabama. This training provided knowledge, research and information around implementation to help our center better support these victims during the process.

With the support of the VOCA Grant Program, we will be able to continue to deliver the highest level of services to meet this continued and growing demand of sexual abuse victims and increase the ongoing supports needed by these victims and families during their time of need.

2. Describe the proposed project: How will your project address the problems stated above?
 - a. New projects- provide a full narrative of what services will be provided, what segment of the population the services will address and how those services will be evaluated.
 - b. Existing projects - describe how additional grant funding will enhance, expand or help to sustain current services. Your narrative should also include a brief description of successes and accomplishments to date; and describe any continuing or new challenges your project will work to overcome.
 - c. Both new and existing projects- provide a detailed description of services to be delivered and how that delivery will be implemented. Also include project goals, objectives and the activities that will ensure goals are accomplished. Goals and objectives outlined in this section should be clearly defined and quantifiable. Each goal should be fully described along with its' accompanying objectives, activities, and performance measures. Goals should represent general statements of the desired results or outcomes of the project. Goals should be both realistic and achievable. Activities are performed to accomplish the objectives; they are the key operational elements of the project and must be specific and measurable. Please ensure your project is within the parameters set by the special conditions as stated in Appendix 1.

The MCAC parallels the national model and is a community partnership dedicated to a coordinated team approach by professionals pursuing truth and safety during investigations of child abuse and sexual assaults. By bringing together professionals from law enforcement, the County Attorney's Office, DCYF, victim advocacy agencies and the medical and mental health communities, the MCAC

provides a safe-victim friendly location for interviewing alleged victims of child abuse and sexual assault, coordination of services for victims and families, and child abuse and sexual assault prevention through community education. In Merrimack County, children who are suspected victims of child abuse are brought to the MCAC, where a trained forensic interviewer-interviews the child about the allegations, while other members of the investigative team observe via closed circuit television. Through this process, outcomes show that team observation of the forensic interview reduces the number of times a child must be questioned about his or her abuse thus preventing further trauma to child victims; team observation of interviews enables a coordinated approach to investigations; a team approach equates a more efficient and effective investigation; and fewer interviews and more efficient investigations result in cost savings to the community.

The MCAC ensures that all members of the MDT are notified and present for the child's interview and ensures a qualified forensic interviewer is present to conduct the victim interview. All forensic interviews are conducted by interviewers who have received specialized, nationally recognized training in children's interviewing. The MCAC assists families through: facilitating referrals and arranging appropriate follow up services; helping families interface with community services and providing support, education and outreach to these families as needed. Although this process and support is available should families request it, due to limited staffing and high case volume the need is great than what can be provided. Therefore, the request for support will be to continue support the forensic interviews as have been and to add an additional staff person to provide more consistent follow-up, support, referrals and case management.

The MCAC also utilizes NCATrak to track the status of the investigation, prosecution, and service referrals made for each family, ensuring that all aspects of the case are met and that the families' needs do not "fall through the cracks." Additionally, this system helps to track statistics as well as alleged offenders, and helps the MCAC identify when an alleged offender may have multiple victims. This allows the MCAC to communicate important information to law enforcement and DCYF about cases that may be related. Prior to the MCAC, this information was not as readily available.

GOAL 1: The MCAC will continue to coordinate investigations of child abuse and sexual assault to

ensure best practice and provide support to the victim and family throughout the process.

Objective/Activity 1: Coordination of intake and notification to the multidisciplinary team of forensic interviews.

Objective/Activity 2: To continue to conduct forensic interviews of victims ages 3 – 17 when there have been allegations of sexual abuse, physical abuse, or they have witnessed a violent crime or adult victims of sexual assault as requested by Law Enforcement.

Objective/Activity 3: Provision of support and referrals to families, including medical exams, mental health services, and crisis services. The MCAC assists the family in accessing needed services and provides ongoing support as requested. The MCAC and MDT will assist families in maneuvering through system barriers and obstacles, as requested by family or team.

Objective/Activity 4: Coordination of case reviews and case tracking for all MCAC cases from the time of the initial forensic interview through prosecution and treatment.

Objective/Activity 5: To provide education and training for Forensic Interviewers and members of the MDT regarding Best Practice and current research on this topic. Thus allowing victims access to interviews conducted in a forensically sound manner.

Performance Measures: 1.) Case files and NCATrak data that reflects the above process and documented referrals. 2.) Maintenance or continued increase in the number of victims served at our Advocacy Center. 3.) MCAC staff to receive relevant training opportunities in child abuse and forensic interviewing.

GOAL 2: The MCAC will provide consistent, ongoing support for victims and families regarding social stressors and life changes due to an allegation of child abuse or sexual assault.

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Objective/Activity 1: Provide education and resources to all team members surrounding the dynamics of sexual abuse, working with non-offending caregivers and victim advocacy during such investigations.

Objective/Activity 2: Provide support, education and crisis intervention for all victims and families support a the MCAC during the interview process.

Objective/Activity 3: Provide case management through support, information and follow up services to all victims and families served by the MCAC, initial and ongoing as referred to the MCAC and continued support as requested by victims, families and community agencies.

Objective/Activity 4: Identify sub-groups and cultures served by MCAC, included but not limited to refugee populations, victims of Commercial Sexual Exploitation of Children, College Students, and research available services and needs of sub-group of victims.

Objective/Activity 5: Gather and provide previous information for identified victims and families, provide education and materials to members of MDT and implement culturally sensitive case management for victims and families.

Performance Measures: 1) Provide education and research monthly to all members of MDT using the National Children's Advocacy Center website CALiO. 2) Develop a Job Description and hire a Family Support Assistant 3) Provide support for Family Support Assistant to attend local and national trainings on relevant topics; 4) Track case management, referrals and data through NCATrak of follow-up and support services provided. 5) Make data available for MDT members, Merrimack County Delegation and public to demonstrate success and need for case management and families served through process.

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

The MCAC along with the Merrimack County Attorney's Office, the Merrimack County Sheriff's Department and members of our multidisciplinary team, are committed to the long term support and sustainability of the MCAC. The accomplishments of the MCAC would not be possible without the support of Merrimack County. Merrimack County supplies monetary support and tangible items to the CAC and has pledged to do so in the future. This is done through the support of the Merrimack County Commissioners and continued support and approval of the MCAC Budget through the Merrimack County Delegation. The MCAC Executive Director, along with members of the MDT continuously are building relationships within the community and identifying other partnerships and funding sources to continue the support and growth of the MCAC. With the pledge of support from Merrimack County, the New Hampshire Attorney General's Office, and the community, this will ensure the continued growth, development, and sustainability of the MCAC.

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

The MCAC currently tracks each case that is referred for services through NCATrak, a database that is created and hosted by NCA, by gathering the following information: victim's name, address, age, gender, ethnicity, type of abuse, county/town where abuse occurred, alleged perpetrators age and relationship to victim, referrals made to victim (mental health, medical, etc.), DCYF outcomes, law enforcement outcomes, and prosecution outcomes and victim advocacy referral services and supports. Through NCATrak, the MCAC will continue to track each case from intake through prosecution, also indicating if needed follow up services were accessed. NCATrak also allows statistical reports to be generated, which are utilized for general reports, needs assessment, and grant reporting.

With the addition of the Family Support Assistant and a stronger case management component, the MCAC will track all victims services and referrals made through NCATrak. For example, Victims Compensation referrals, housing needs, mental health and medical, along with any other contacts and referrals made. This will allow the MCAC to track the number of contacts and referrals made with each victim and/or family. The MCAC will be able to provide quarterly statistics to members of the MDT and grant agencies, giving the opportunity to track where the successes for referrals

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are and where the need for improvement among team members, the process and case management is.

The MCAC conducts yearly surveys of our MDT to gather feedback from our partner agencies about what is working well and to identify areas of improvement. The results of these surveys are discussed at case review with the entire team and influence future decisions regarding the day to day operations of the MCAC. Areas identified that need change or improvement by the MDT are discussed and implemented by the MCAC Advisory Board.

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

The MCAC works very closed with the Merrimack County Finance Department and the Merrimack County Administrator. This partnership allows for a smooth process of financial management and consistent oversight of all grant funds.

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

Section 3: Budget and Budget Narrative

New Hampshire Department of Justice Budget Detail Worksheet

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

Name/Position	Computation	Federal	Match
Program Assistant		\$27,100	\$9,900
Family Support Assistant		\$45,454	

Category A Personnel Sub-Total Federal:	\$72,454	Match:	\$9,900
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B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Individual fringe benefits must be listed by amount and percentage.

Name/Position	Computation	Federal	Match
Family Support Assistant		\$2,546	\$8,850

Social Security = 7.65%
 Unemployment = 0.43%
 Workers Comp = 0.22%
 Subtotal = 8.30%

Retirement Grp 1 = 11.17%

Total Benefit including retirement = 19.47%

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Category B. Fringe Benefits Sub-Total Federal:	\$2,546	Match:	\$8,850
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C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel Location Item Computation Federal Match

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

Item Computation Federal Match

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

Supply Items Computation Federal Match

Category E. Supplies Sub-Total Federal:		Match:	
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F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

<u>Purpose</u>	<u>Description of Work</u>	<u>Federal</u>	<u>Match</u>
Project category Not Approved by NH Department of Justice			

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

G-1 Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$650 per day require additional justification and prior approval from OJP.

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
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Category G-1 Consultant Fees: Sub-Total Federal:		Match:	
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G-2 Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

<u>Item</u>	<u>Location</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
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Category G-2 Consultant Expenses Sub-Total Federal:		Match:	
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G-3 Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item **Federal** **Match**

Category G-3 Contracts Sub-Total Federal:		Match:	
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H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description **Computation** **Federal** **Match**

Category H. Other Costs Sub-Total Federal:		Match:	
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I. Indirect Costs - Indirect costs are allowed at the applicant' federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, the applicant may submit either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate of

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

Budget Category Amount	Federal	Match
A. Personnel	\$72,454	\$9,900
B. Fringe Benefits	\$ 2,546	\$8,850
C. Travel		
D. Equipment		
E. Supplies		
F. Construction		
G. Consultants/Contracts		
H. Other		
Total Direct Costs		
I. Indirect Costs		
Total Project Costs	\$75,000	\$18,750

Federal Request	\$75,000
Non-Federal Match Amount	\$18,750

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New Hampshire Department of Justice

BUDGET NARRATIVE:

The MCAC is requesting funds to support the established Program Assistant Position that provides Forensic Interviews at the MCAC and to fund a Family Support Assistant. The Family Support Assistant position is a peer position for the Program Assistant position that will provide follow up, case management, support and referrals for victims of crime through the MCAC. Merrimack County is supportive of this proposal of funding and the budget proposed with the 20% match as noted above.

State of New Hampshire Contract Exhibit B

SCHEDULE OF PAYMENT

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

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State of New Hampshire Contract Exhibit C

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

1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

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

2. Reports and Certifications Required

- a. Subrecipient will be required to file **quarterly performance reports**.

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

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Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

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

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

Mail:

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

E-mail: oig.hotline@usdoj.gov
or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

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

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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 <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

21. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.

22. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

23. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

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

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

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

Instructions for Certification:

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

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- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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DEPARTMENT OF JUSTICE
STATE OF NEW HAMPSHIRE



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

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

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

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

Stephen C. Marro County Administrator
Name and Title of Head of Agency

Stephen C. Marro April 13, 2016
Signature Date

Merrimack County Child Advocacy Center, 10 Green St
Name and Address of Agency Concord St. 03301

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25. Certification Regarding EEOP Required:

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

INSTRUCTIONS

Completing the Certification Form

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

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

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

Section A

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

Section B

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

Section C

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

Section D

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

Submission Process

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

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

The form can be found at:

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

Or you may use the form on the following page.

BAC
4/20/16



MERRIMACK COUNTY BOARD OF COMMISSIONERS
 333 Daniel Webster Highway
 Suite #2
 Boscawen, NH 03303

CERTIFICATE OF AUTHORITY

I, Bronwyn Asplund-Walsh, Vice Chair of the Merrimack county Board of Commissioners, do hereby certify that:

1. I am a duly elected officer of the County of Merrimack.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Commissioners of the County of Merrimack held April 12, 2016

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

3. The foregoing resolution has not been amended or revoked, remains in full force and effect as of the 12th day of April, 2016.
4. Peter Spaulding is the duly elected Chairman of the Board of Commissioners of the County.

(Bronwyn Asplund-Walsh, Vice Chairman of the BOC)

STATE OF NEW HAMPSHIRE

County of Merrimack

The foregoing instrument was acknowledged before me this 12th day of April, 2016 by Vice Chairman, Bronwyn Asplund-Walsh.

Melinda A. Harrison, Notary



Commission expires: 2.11.2020

*BAC
4/20/16*



NH Public Risk Management Exchange

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: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303	Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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		1/1/2016	1/1/2017		
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)			Each Occurrence	\$ 5,000,000
	Professional Liability (describe)			General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability	1/1/2016	1/1/2017	Combined Single Limit (Each Accident)	\$5,000,000
	Deductible Comp and Coll: \$1,000			Aggregate	\$5,000,000
	Any auto				
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	1/1/2016	1/1/2017	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

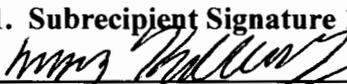
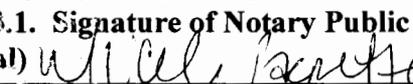
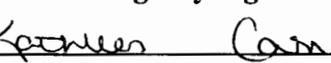
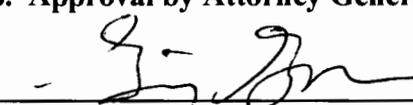
CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303			By: <i>Tommy Denver</i> Date: 3/17/2016 tdenver@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

BAC 4/16/16

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 Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH, 03301	
1.3. Subrecipient Name CAC of Carroll County		1.4. Subrecipient Address 156 Union Street, Wolfeboro, NH 03894	
1.5 Subrecipient Phone # (603) 569-9840	1.6. Account Number 00-20-20-2015-201-5025 K	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$75,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-0110	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Elizabeth Kelley, Executive Director	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <u>Carroll</u> , on <u>4/18/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		NICOLE C. PAQUETTE, Notary Public My Commission Expires December 6, 2019	
1.13.2. Name & Title of Notary Public or Justice of the Peace Nicole Paquette			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: <u>4/29/16</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u> / /</u>			

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

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



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

Section 1: Cover Page

STATE OF NEWHAMPSHIRE DEPARTMENT OF JUSTICE
Victims of Crime Act VOCA Assistance Application for Funding

Applicant Information:

Name of Applicant Organization: Carroll County Victim Witness Assistance

DUNS Number: 004930681

SAM Registration Expiration Date: 06/01/2016

Federal Funds Requested: \$32,500.00

1. Project Title: Carroll County Victim Witness Assistance Program
2. Grant Project start date: July 1, 2016 Project end date: June 30, 2017
3. Project Director: Wanda Eckhoff
Telephone: 603-539-7476 Email: weckhoff@carrollcountynh.net
4. Financial Officer: David Sorenson
Telephone: 603-539-7751 Email: cstuart@carrollcountynh.net
5. Primary contact person for this project is: Thomas E. Dewhurst, III
Address: PO Box 218, Ossipee, NH 03864
Telephone: 603-539-7769 Email: tdewhurst@carrollcountynh.net
6. **Certification Required:**

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

Signature of signing authority: David Sorenson Date: 3/16/16

Address: 95 Water Village Road, Ossipee, NH 03864

Telephone: 603-539-7751

Email: cstuart@carrollcountynh.net

Section 2: Narrative Questions

VOCA Application Project Narrative: Scope of Work

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

Child abuse is a complex problem that requires a multi-faceted response. Prior to the inception of the Child Advocacy Center of Carroll County (CACCC), Carroll County law enforcement and Child Protective Service Workers recognized three major problems: 1) child abuse victims and their non-offending family members were not always receiving the optimal level of coordinated, multidisciplinary care and 2) communication and collaboration among participating entities—law enforcement, county attorney’s office, medical, social services, was inadequate 3) children did not have access to an appropriate child friendly facility to receive forensic interviewing services 4) children were not always being interviewed by a neutral dedicated forensic interviewer.

In addition to the problems outlined above, in recent years the number of child abuse cases that are appropriate for a referral to the Child Advocacy Center have increased dramatically. In 2015 the Center’s case load increased by over 25 percent. This has pushed the Center’s capacity to respond to cases. The CACCC currently employs only one full time and one part time employee, thus our current staffing level is not sufficient to meet the rising demand for services.

Additionally, the CACCC continues to struggle to meet the demand for services in Northern Carroll County. The CACCC is the only Child Advocacy Center in Carroll County, a large geographical area that spans 992 square miles. The Center’s main location is in Wolfeboro, NH in a free-standing building that was donated to the CACCC for the purpose of conducting forensic interviews and providing services to non-offending caregivers. The Center’s main location limits our capacity to respond to cases in the Northern part of Carroll County where the majority of our cases come from. 67% of the children we served from Carroll County last year resided in the Northern part of the County while only 33% lived in Southern Carroll County.

In 2011 the CACCC started renting space in Conway for an auxiliary office to better meet the needs of the MDT members and families from Northern Carroll County. While this

arrangement has served as a temporary solution, due to the nature of the agreement the auxiliary office isn't always available to the CACCC. Additionally the set-up of the office makes it difficult to provide the same level of care for families in a confidential setting.

2. Describe the proposed project: How will your project address the problems stated above?
 - a. New projects- provide a full narrative of what services will be provided, what segment of the population the services will address and how those services will be evaluated.
 - b. Existing projects - describe how additional grant funding will enhance, expand or help to sustain current services. Your narrative should also include a brief description of successes and accomplishments to date; and describe any continuing or new challenges your project will work to overcome.
 - c. Both new and existing projects- provide a detailed description of services to be delivered and how that delivery will be implemented. Also include project goals, objectives and the activities that will ensure goals are accomplished. Goals and objectives outlined in this section should be clearly defined and quantifiable. Each goal should be fully described along with its' accompanying objectives, activities, and performance measures. Goals should represent general statements of the desired results or outcomes of the project. Goals should be both realistic and achievable. Activities are performed to accomplish the objectives; they are the key operational elements of the project and must be specific and measurable. Please ensure your project is within the parameters set by the special conditions as stated in Appendix 1.

The Child Advocacy Center of Carroll County (CACCC) is designed to help children and families who may have been impacted by child abuse. The CACCC is a child-friendly, dedicated program which uses a coordinated, multidisciplinary team approach to investigate and intervene in child abuse cases.

The CACCC utilizes the Attorney General's Protocol on Child Abuse and Neglect and the National Children's Alliance (NCA) standards for fully accredited members, implementing the best practice standards of each discipline. Insight from each multi-disciplinary team (MDT) representative provides the environment for a coordinated, comprehensive, compassionate, professional response. The CACCC promotes closer coordination and better communication of existing agencies that already

serve children in our community. These agencies currently include local, county and state law enforcement; the Division for Children, Youth & Families (DCYF); the Carroll County Attorney's Office; Northern Human Services – The Mental Health Center (Carroll County Mental Health); Starting Point; Wolfeboro Pediatrics in association with Huggins Hospital; and other medical professionals. Currently, these agencies and organizations recognize the needs of child victims but must fulfill their specifically mandated responsibilities. In joining the CACCC in a collaborative partnership, each agency is better able to achieve their individual responsibilities by obtaining direct input from partner agencies rallying around the common goal of child protection, investigation and prosecution.

The Center has an active caseload incorporating the site-based provisions of legally sufficient child forensic interviews, the coordination and provision of child medical assessments/evaluations, coordination of the Child Protection Team, case tracking, information and referral, community advocacy, and community education and awareness.

Referrals for children suspected of being abused are generated by DCYF, law enforcement, or medical providers. The core multidisciplinary Team (MDT) meets regularly to review cases. Additional team members can be added as needed for individual case consultation. The CACCC effectively coordinates the members of the multidisciplinary team currently involved in a particular case, notifies members who may not be involved but whose input would be helpful, and arranges meetings of these team members at the CACCC. The team shares relevant case specific information and holds the case on active status until there is a full disposition of the case.

The child interview occurs at the CACCC in a comfortable, private, child-friendly setting that is both physically and psychologically safe for children. The CACCC is a welcoming environment geographically separate from police stations and courthouses to reduce families' fears of participating. The team meets following the interview to develop two action plans: one related to criminal prosecution and the second related to making recommendations for the protection and well-being of the child. The team meets on a no less than monthly basis on the second Friday of each month for case review, consultation, education, and case tracking.

If approved for funding the CACCC intends to use these funds to increase our staffing level and to make arrangements for a more appropriate facility in Northern Carroll County.

Program Goals, Objectives, Activities and Performance Measures:

Goal 1:

The CACCC will continue to provide forensic interviewing services to victims using a best practice model.

Objective 1:

The CACCC will have on staff in a full time capacity two forensic interviewers who have received advanced training in their field.

Activity 1- CACCC forensic interviewers will receive ongoing training throughout the grant period.

Activity 2- CACCC forensic interviewers will attend peer review in an effort to improve their interviewing skills

Performance Measures:

The number of victims receiving forensic interviewing services

Goal 2:

The CACCC will continue to effectively coordinate the investigation and prosecution of crimes against Carroll County's child victims.

Objective 1:

The CACCC will continue to effectively coordinate the availability of all CPT members in relation to the forensic evaluation/interview and case coordination activities.

Activity 1- CPT meetings (case review) will be held on the 2nd Friday of each month.

Activity 2- The CPT Case Review agenda will be forwarded to all core members and case specific secondary members seven (7) days prior to each meeting.

Activity 3- All cases shall remain on the CPT monthly agenda in an active status until such time as there is a full disposition of the case.

Objective 2.-

The CACCC will ensure the compliance with all collaborating partners in relation to the approved interagency agreement and related operational protocols.

Activity 1- CPT Administrative meetings shall be held in order to facilitate open discussion between members, review issues and address matters of interest to individual members of the team.

Performance Measures:

The number of victims receiving advocacy and intervention services, the number of Team meetings conducted; and the identification and occurrence of assessment and intervention services provided

Goal 3:

The CACCC will serve as a point of contact for public awareness and prevention resources related to the prevention of child abuse in Carroll County.

Objective 1:

The CACCC will make available written materials and resources throughout numerous avenues within the Carroll County geographic area.

Activity 1- The CACCC will host public awareness events each calendar year.

Activity 2- The CACCC will conduct public awareness speaking engagements with an emphasis on child sexual abuse prevention to service organizations, educators, public/private organizations and etc. each calendar year.

Activity 3- The CACCC will work with the Granite State Children's Alliance, our chapter organization, to identify and disseminate resource and education materials throughout the calendar year to specific agencies, programs and resource outlets.

Objective 2.-

The CACCC will partner with child welfare agencies, social service agencies and providers throughout the county to facilitate the prevention of child abuse.

Activity 1- The CACCC staff will meet quarterly with its collaborating partners to identify strategies and mechanisms to facilitate community education and public awareness.

Performance Measures:

The number of direct service links made to the citizens of Carroll County; the number of attendees to CACCC events; the number of requests for information; the number of requests for public speaking engagements; the number of individuals receiving CACCC specific orientation; the number/quality of education materials provided to the public and other community partners/agencies.

Goal 3:

The CACCC will serve child victims in a family friendly facility, which is geographically convenient for members of the MDT as well as the families and children that we serve.

Objective 1:

The CACCC will continue to maintain two office locations, one in Southern Carroll County and one in Northern Carroll County.

Activity 1- The CACCC will install and maintain recording equipment in each location.

Activity 2- Both locations shall be staffed on an as needed basis to meet the demand for services

Objective 2.-

Both interview facilities shall be safe and child centered environments.

Activity 1- Measures will be taken to ensure that both facilities are safe for children of all ages.

Activity 2-

Families in Carroll County will have access to buildings that are accessible and meet the standards set forth for Americans with Disabilities Act compliance.

Activity 3-

Each facility shall have a private space for children to receive forensic interviewing services and for families to meet with investigators and victim advocates.

Performance Measures:

The number of victims receiving services at each location, the amount of travel time allocated to each MDT member, the amount of positive ratings the Center's facility receives on an Outcome Measurement Survey

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

Throughout this grant period the CACCC will seek to identify other sources of funding which will be used to further promote the CACCC's mission. The CACCC will continue to actively recruit private donors and take part in annual fundraising efforts. These fundraising efforts will include, but are not limited to; the CACCC annual golf tournament and the CACCC annual awareness fundraisers hosted by local businesses. In addition to these fundraising efforts, the CACCC will continually seek to ensure financial sustainability through the procurement of Carroll County Incentive funds and grants when applicable.

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

The primary reporting methods incorporate statistical reporting, narrative performance reporting, fiscal compliance reporting and other reports as warranted. On-going feedback will be solicited from the Carroll County Child Protection Team core and secondary partners as to the provision of services, the effectiveness of the team processes, and any other issues as identified.

The CACCC will also participate in an Outcome measurement Survey designed by the National Children's Alliance to solicit feedback from clients.

The CACCC will assess its performance on a quarterly basis and such performance will be reported to the Board of Directors four (4) times per calendar year. The Carroll County Child Protection Team will assess its performance on a monthly basis and such performance will be reported to the Board of Directors on a monthly basis. The Team will meet no less than quarterly to review its performance measures and address any necessary changes in relation to its efforts.

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

The CACCC met with an independent accounting firm and received an independent financial review in 2014. The review included an assessment of the Center's accounting system. The accounting system is overseen by the Center's Executive Director and the Center's Board Treasurer. The Center employs a bookkeeper who works 2 hours a week and whose main function is to input data relating to income and expenses into QuickBooks and maintain payroll at the Center.

Federal Grant funds are managed using QuickBooks accounting software.

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

Section 3: Budget and Budget Narrative

New Hampshire Department of Justice Budget Detail Worksheet

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

Name/Position	Computation	Federal	Match
Elizabeth Kelley/Executive Director	\$62,000.00 x 50% = \$31,000.00	\$31,000.00	\$0
Elizabeth D'Angelo/Forensic Interviewer/Program Coordinator	\$40,000 x 100%	\$40,000	\$0

Category A Personnel Sub-Total Federal:	\$71,000.00	Match:	\$0
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B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Individual fringe benefits must be listed by amount and percentage.

Name/Position	Computation	Federal	Match
Elizabeth Kelley/Executive Director	\$31,000.00 x 15% = \$4,650.00	\$4,000.00	\$650.00
Elizabeth D'Angelo/Forensic Interviewer/Program Coordinator	\$40,000 x 15% = \$6,000.00	\$0	\$6,000.00

Category B. Fringe Benefits Sub-Total Federal:	\$4,000.00	Match:	\$6,650.00
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C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Federal	Match
Forensic Interviews/ MDT meetings	Conway, NH		70.8 miles x \$0.54 = \$38.23 \$38.23 x 10 trips a month = \$382.30 \$382.30 x 12 months = \$4,587.60	\$0	\$4,587.60

Category C. Travel Sub-Total Federal:	\$0	Match:	\$4,587.60
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D. Equipment - Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. Expendable items should be included either in the "supplies" category or in the "Other" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

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

Supply Items	Computation	Federal	Match
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Category E. Supplies Sub-Total Federal:		Match:	
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F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

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

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

G-1 Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$650 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Federal	Match
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Category G-1 Consultant Fees:		Match:	
Sub-Total			
Federal:			

G-2 Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Federal	Match
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Category G-2 Consultant Expenses Sub-Total Federal:		Match:	
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G-3 Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item **Federal** **Match**

Category G-3 Contracts Sub-Total Federal:		Match:	
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H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Federal	Match
Rent in Conway	\$500 a month x 12 months = \$6,000.00	\$0	\$6,000.00
Telephone	\$150 a month x 12 months = \$1,800.00	\$0	\$1,800.00

Category H. Other Costs Sub-Total Federal:	\$0	Match:	\$7,800.00
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I. Indirect Costs - Indirect costs are allowed at the applicant's federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, the applicant may submit either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate of

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

Budget Category Amount	Federal	Match
A. Personnel	\$71,000.00	
B. Fringe Benefits	\$4,000.00	\$6,650.00
C. Travel		\$4,587.60
D. Equipment		
E. Supplies		
F. Construction		
G. Consultants/Contracts		
H. Other		\$7,800.00
Total Direct Costs	\$94,037.60	
I. Indirect Costs		
Total Project Costs	\$94,037.60	

Federal Request	\$75,000.00
Non-Federal Match Amount	\$19,037.60

New Hampshire Department of Justice

BUDGET NARRATIVE:

This budget reflects a request for \$75,000.00 in federal funds for the project. These funds will be used for personnel costs, both salary for direct service workers and fringe costs associated with those employees. Specifically the funds will be used for the annual salary of our Forensic Interviewer/Program Coordinator. The annual salary for this position will be \$40,000.00. Additional funds for the fringe costs of this employee totaling \$6,000.00 are included in the project budget as non-federal matching funds.

Additional personnel costs in the amount of \$31,000.00 will be used to compensate our Executive Director. These funds reflect 50% of her annual salary. The Executive Director will spend at least 50% of her time engaged in direct service work as it relates to this project. Fifty percent of the fringe costs associated with this position are also included in the budget. The Center requests \$4,000.00 in federal funds for fringe costs and has entered \$650 in fringe costs associated with this position into the project budget as non-federal matching funds.

This budget also incorporates \$4,587.60 in the project budget as non-federal matching funds. These funds will be used to travel to the Center's auxiliary location in Conway for the purposes of providing forensic interviews and case coordination services in that location.

The project budget also reflects \$7,800.00 in non-federal matching funds that will be used to pay rent at our auxiliary office and will provide telephone communications for the purpose of case management and coordination of care.

Matching funds for this project will be received through individual contributions and fundraising efforts throughout the grant period.

State of New Hampshire Contract Exhibit B

SCHEDULE OF PAYMENT

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


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State of New Hampshire Contract Exhibit C

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

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

2. Reports and Certifications Required

- a. Subrecipient will be required to file **quarterly performance reports**.

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

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Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

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

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

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

Mail:

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

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

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

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

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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 <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

21. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.

22. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

23. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

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

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

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

Instructions for Certification:

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

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25. Certification Regarding EEOP Required:

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

INSTRUCTIONS

Completing the Certification Form

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

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

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

Section B

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

Section C

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

Section D

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

Submission Process

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

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

The form can be found at:

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

Or you may use the form on the following page.

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

EW 4/18/16

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

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

Recipient's Name: <u>Child Advocacy Center of Carroll County</u>	
Address: <u>56 Union Street Wolfeboro, NH 03894</u>	
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: <u>879437387</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Elizabeth Kelley, Executive Director</u>	
Telephone Number: <u>603 569-9840</u>	E-Mail Address: <u>carrollcountycc@qmail.com</u>

Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply.

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

I, Elizabeth Kelley [responsible official], certify that The Child Advocacy Center of Carroll County [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that the Child Advocacy Center of Carroll County [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Elizabeth Kelley, Executive Director Wing Muller 4/18/16
 Print or Type Name and Title Signature Date

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

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

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

 [organization],

 [address].

 Print or Type Name and Title Signature Date

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

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

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

 Print or Type Name and Title Signature Date

EW 04/18/16

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that "THE CHILD ADVOCACY CENTER OF CARROLL COUNTY" (CACCC) is a New Hampshire nonprofit corporation formed June 17, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

I, Linda Kasciewicz, hereby certify that I am duly elected Secretary of
The Child Advocacy Center of Carroll County.

At a meeting of the Board of Directors, duly called and held on April 14, 2016,
at which a quorum of the Directors were present and voting.

VOTED: That Elizabeth Kelley, Executive Director, is
duly authorized to enter into contracts or agreements on behalf of
The Child Advocacy Center of Carroll County with the State of New Hampshire and any of
its agencies or departments and further is authorized to execute any
documents which may in his/her judgment be desirable or necessary to effect
the purpose of this vote.

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

April 21, 2016
Date

Linda J. Kasciewicz
Attest



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2016

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

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

PRODUCER NFP P&C Inc P. O. Box 919 17 Bay Street Wolfeboro NH 03894	CONTACT NAME: Gina Veno
	PHONE (A/C No. Ext): (603) 569-5696 FAX (A/C No): (603) 569-5798 E-MAIL ADDRESS: WolfeboroNHCertificates@nfp.com
INSURED Child Advocacy Center of Carroll County PO Box 948 Wolfeboro NH 03894	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Ins Co
	INSURER B: Wesco Ins. Co.
	INSURER C: The Hartford
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 15/16 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1377402	9/16/2015	9/16/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COM/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
		DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3162149	10/13/2015	10/13/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Director's & Officer's			NOA1312032	10/13/2015	10/13/2016	Aggregate \$1,000,000 Per Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Gina Veno/CJ1

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 Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH, 03301	
1.3. Subrecipient Name Coos County Child Advocacy Center		1.4. Subrecipient Address 3 State St., Suite 1, Groveton, NH 03582	
1.5 Subrecipient Phone # (603) 636-1999	1.6. Account Number 03-2022-2015 C-SCD1-20575	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$75,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-0110	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 <i>Christine Gadwah</i>		1.12. Name & Title of Subrecipient Signor 1 Christine Gadwah Executive Director	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <i>Coos</i> , on <i>4/26/16</i> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) <i>Melinda Kennett</i>		MELINDA A. KENNETT State of New Hampshire Notary Public / Justice of the Peace My Commission Expires July 22, 2020	
1.13.2. Name & Title of Notary Public or Justice of the Peace <i>Melinda Kennett NP + JP</i>			
1.14. State Agency Signature(s) <i>Kathleen Carr</i>		1.15. Name & Title of State Agency Signor(s) <i>Director of Administration</i>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>[Signature]</i> Assistant Attorney General, On: <i>4/29/16</i>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <i> / /</i>			

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

Subrecipient Initials _____
Page 1 of 6

CAE
Date *04/26/16*

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

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

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

Applicant Information:

Name of Applicant Organization: Child Advocacy Center of Coos County

DUNS Number: 830386707

SAM Registration Expiration Date: 14MAR17

Federal Funds Requested: \$75000

- 1. Project Title: Child Advocacy Center of Coos County
- 2. Grant Project start date: 07/01/16 Project end date: 06/30/16
- 3. Project Director: Christine Gadwah

Telephone: 603-636-1999 Email: cooscac@gmail.com

- 4. Financial Officer: Tonya St Cyr

Telephone: 603-444-5333 Email: tonya.st.cya@mascomabank.com

- 5. Primary contact person for this project is: Christine Gadwah

Address: 3 State Street Suite 1 Groveton NH 03582

Telephone: 603-636-1999 Email: cooscac@gmail.com

6. Certification Required:

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

Signature of signing authority: Christine Gadwah Date: 04/25/16

Address: 3 State Street Suite 1 Groveton, NH 03582

Telephone: 603-636-1999 Email: cooscac@gmail.com

Section 2: Narrative Questions

VOCA Application Project Narrative: Scope of Work

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

The Child Advocacy Center of Coos County (CAC-CC) is a non-profit community based program that serves as the coordination entity when there are concerns of child abuse, primarily child sexual abuse throughout Coos County. The role of the CAC-CC is to provide a child appropriate, child friendly facility for the forensic interview of children. Investigative members of the CAC-CC's multidisciplinary team observe the forensic interview via closed circuit television. In addition, the CAC-CC serves as the facilitator in ensuring children and non-offending family members receive the kinds of support services necessary for both recovery and issues related to potential criminal proceedings.

The mission of the CAC-CC is to minimize the effects of abuse for children, to protect children from, maltreatment, to seek justice when children may be victims and whenever possible, to strengthen the family's ability to nurture the child. The first priority of the CAC-CC is the safety and comfort of the child. The CAC-CC is committed to coordinated investigations and effective utilization of existing community resources to help the community identify and confront child abuse so as to reduce trauma and promote healing of victims and the supportive caregivers and hold offenders accountable.

Child abuse touches the homes on many Coos County families. Approximately 300 cases of abuse and/or neglect are reported the NH Division of Children, Youth and Families Berlin District Office each year. From that number, the CAC-CC receives about 80% of all the referrals. The abusive act is sometimes just the beginning of the trauma for children. Traditionally, law enforcement, child protection, and family support service systems have not worked together in an effective manner in which the children and their non-offending caregivers could trust. This lack of consistency added to the children's emotional distress and created segmented, repetitious and often a frightening experience for the child victim.

The investigation of child abuse allegations can bring about additional needs for the non-offending parent (housing, domestic violence, income, child care issues) that are traditionally not addressed by the child protection and law enforcement systems. Successful child abuse cases include protection and support of the child victim, evidence gained through a supportive investigation, holding offenders accountable and assisting the child victims and family with social services and medical and mental health needs. The CAC-CC will address all these needs using the guidelines put forth by both the National Children's Alliance (NCA) the national membership and accrediting body for Child Advocacy Centers, and by the NH Attorney General's Protocols on Child Abuse Investigations, 3rd Edition.

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

The CAC-CC has been formed using the guidelines put forth by both the National Children's

Alliance (NCA) the national membership and accrediting body for Child Advocacy Centers, and by the NH Attorney General's Protocols on Child Abuse Investigations, 3rd Edition. Both the NCA Standards for Accredited Members and the NH Attorney General's Protocols mandate that the multidisciplinary team of a Child Advocacy Center include; law enforcement, child protective services, prosecution, professionals from the fields of medical and mental health, victims advocacy and CAC staff. Using the NCA Standards and the NH Attorney General's Protocols, the CAC-CC provides a comprehensive multidisciplinary response to concerns of child abuse, primarily child sexual abuse, for all children living in Coos County.

Goal 1: To provide supportive forensic interviews for victims of child abuse.

Objective 1: Ensure availability of forensic interviewers through training.

Activity 1: Send a new round of multidisciplinary team members to forensic interviewer training.

Activity 2: Encourage continuing education through quarterly peer review meetings.

Performance Measures: Number of forensic interviewers trained within one year; time delay between the request of an interview and interview held; number of peer review meetings attended.

Goal 2: Provide victim advocate support during interviews.

Activity 1: Continue collaboration with area crisis center to provide advocates.

Activity 2: To provide multidisciplinary training to advocates.

Performance Measures: Number of interviews where advocates are present; number of training sessions attended.

Goal 3: To continue development and maintenance of inter-agency and inter-professional cooperation and coordination in case management of child abuse cases.

Objective 1: Following protocol, all team members notified of scheduled interviews.

Objective 2: All involved team members attend case review meetings monthly.

Objective 3: Develop a multidisciplinary continuing education plan.

Performance measures: Number of multidisciplinary team members that attend interviews and case reviews, a two-year continuing education plan is developed.

Goal 4: To provide education and outreach to professionals and community members who work with

Objective 1: Provide professional trainings to local agencies and professionals.

Objective 2: Attend community events, provide educational material to public.

Performance Measures: number of trainings held and number of community events attended.

Objective 3: To hire an outreach/education coordinator to assist in making community relationships.

Objective 4: To expand the CAC to provide more wrap around services for the children and their families.

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

Sustainability of the CAC-CC is two-pronged; to be successful we need team dedication and funding. The commitment of the multidisciplinary team to this project is paramount, and is the backbone of the Center. Partner agencies have been in existence for many years. The individuals representing the agencies have a long history of collaboration on child abuse issues. The Executive Director and Board of Directors is continually pursuing funding to ensure the continuation of the project. This helps provide a solid mission and strategic plan for the Center.

The CAC-CC is a member of the New Hampshire GSCA, and with the Alliance we are actively involved in working on a statewide Unification Project that would unify all 10 centers throughout the state, and provide greater sustainability to all centers. The Unification Work Group, which the CAC-CC is a part of, in conjunction with the State of New Hampshire Attorney General, is currently working out a way to provide greater funding sustainability across the state. The GSCA is also working in conjunction with the State of New Hampshire Attorney General and state legislators to develop a way for all CACs in the state to receive a portion of their budgets through state funding.

Current Funding-

.Neil & Louise Tillotson Foundation Multi-Year Sustainability Grant
Municipality Support
In-Kind Donations

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

Currently our treasurer takes care of the budget and we are looking to contract out for a bookkeeper. Our treasurer keeps track of the books currently with an excel spreadsheet. We will be switching to quick books in the future.

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

Section 3: Budget and Budget Narrative

New Hampshire Department of Justice Budget Detail Worksheet

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

Name/Position	Computation	Federal	Match
Christine Gadwah/Director	$35000/.80=43750 \times .20=$	35000	8750
Part time-Outreach Coordinartor	$15,000/.80=18750 \times .20=$	18,750	3750

Category A Personnel Sub-Total Federal:	50,000	Match:	12,500
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B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Individual fringe benefits must be listed by amount and percentage.

Name/Position	Computation	Federal	Match
Christine Gadwah/Director	$4400/.80=5500 \times .20$	4400	

Category B. Fringe Benefits Sub-Total Federal:	4400	Match:	1100
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C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location Item	Computation	Federal	Match
Training-Lodging- \$2000.00		2000/.80= 2500.00X.20	2500	500
Training-Airfare- \$2750.00		2750/.80=3437.50X.20	2750	693.50
Training-Sentience-\$2660.00		2660/.80=3325.00X.20	2660	645

Category C. Travel Sub-Total Federal:	7910.00	Match:	1838.50
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D. Equipment - Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. Expendable items should be included either in the "supplies" category or in the "Other" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

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

Supply Items	Computation	Federal	Match
Office Supplies	4470/.80=5587.50 X.20	4470	1117.50

Category E. Supplies Sub-Total Federal:	4470.00	Match:	1117.50
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Federal:			
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G-3 Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item **Federal** **Match**

Category G-3 Contracts Sub-Total Federal:		Match:	
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H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

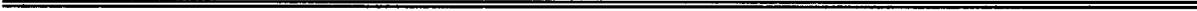
Description	Computation	Federal	Match
Rent	6900/.80=8625.00X.20	8625	1725.00
Phone	1320/.80=1650.00X.20	1650	330.00

Category H. Other Costs Sub-Total Federal:	8220.00	Match:	2055
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I. Indirect Costs - Indirect costs are allowed at the applicant' federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, the applicant may submit either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate of 10% of modified total direct costs as defined in §200.414 Indirect (F&A) costs, paragraph (f) of the Federal Register Vol. 78 No 248; 2 CFR Part 200

Description **Computation** **Federal** **Match**

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

Budget Category Amount	Federal	Match
A. Personnel	50,000	12,500
B. Fringe Benefits	4,400	1,100
C. Travel	7910.00	1838.50
D. Equipment		
E. Supplies	4470.00	1117.50
F. Construction		
G. Consultants/Contracts		
H. Other	8,220.00	2550.00
Total Direct Costs	75,000	18750
I. Indirect Costs		
Total Project Costs	75,000	18,750

Federal Request	75,000
Non-Federal Match Amount	18,750

New Hampshire Department of Justice

BUDGET NARRATIVE:

Personnel- This section is comprised of the salary of the Director along with the salary of the part time Outreach Coordinator that they CAC would like to hire.

Fringe Benefits- This portion covers the FICA tax for the CAC.

Travel- These amounts cover the travel of the CAC Director and MDT members to trainings to increase their knowledge and skills around topics of child abuse and prevention.

Supplies- This cost is to cover the cost of supplies to run the CAC, books, copy paper, and other supplies to run the CAC.

Other Costs- This portion includes a percentage of what it costs to run the CAC with the rent of the space so that it will be child friendly and safe for anyone that comes to the CAC. The phone services so that wrap around services can be provided to the children and the families, and then lastly the janitorial services so that the CAC can have a clean space for the MDT and the families to visit. It costs around 10500 to run the CAC on a yearly basis and the CAC-CC is only asking for 8940.00.

State of New Hampshire Contract Exhibit B

SCHEDULE OF PAYMENT

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

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State of New Hampshire Contract Exhibit C

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

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

2. Reports and Certifications Required

- a. Subrecipient will be required to file **quarterly performance reports**.

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

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Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

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

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

Mail:

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

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

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

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

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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 <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

Instructions for Certification:

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

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- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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DEPARTMENT OF JUSTICE
STATE OF NEW HAMPSHIRE



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

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

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

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

Christine Gadwah Executive Director
Name and Title of Head of Agency

Christine Gadwah
Signature

04/25/14
Date

Child Advocacy Center of Coos County
Name and Address of Agency
3 State St.

25. Certification Regarding EEOP Required:

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

INSTRUCTIONS

Completing the Certification Form

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

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

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

Section A

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

C6
04/05/16

Section B

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

Section C

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

Section D

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

Submission Process

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

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

The form can be found at:

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

Or you may use the form on the following page.

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

04/25/16
CB

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

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

Recipient's Name: <u>Child Advocacy Center of Coos County</u>	
Address: <u>3 State Street Suite 1 Groveton NH 03582</u>	
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DUNS Number: <u>830386707</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Christine Gadwah Executive Director</u>	
Telephone Number: <u>603-636-1999</u>	E-Mail Address: <u>cooscac@gmail.com</u>

Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply.

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

I, Christine Gadwah, Executive Director [responsible official], certify that Child Advocacy Center of Coos County [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that Child Advocacy Center of Coos County [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Christine Gadwah Executive Director Christine Gadwah 04/25/16
Print or Type Name and Title Signature Date

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

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

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

[organization], _____
[address], _____

Print or Type Name and Title Signature Date

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

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

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

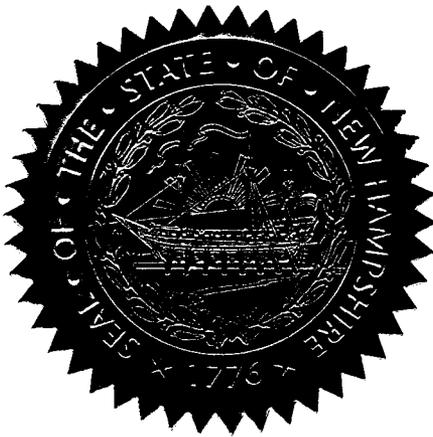
Print or Type Name and Title Signature Date

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Child Advocacy Center of Coos County, Inc. is a New Hampshire nonprofit corporation formed February 17, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

3 State Street Suite 1
Groveton NH 03582
Phone/Fax: 603-636-
1999



cooscac@gmail.com
Executive Director –
Christine Gadwah, BA
DUNS: 830386707

Child Advocacy Center of Coos County

Certificate of Authority

I, Brian Beals, hereby certify that I am duly elected President of the Child Advocacy Center of Coos County's Board of Directors. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on April 20, 2016 at which a quorum of the Board of Directors were present and voting.

VOTED: That Christine Gadwah, Executive Director, is duly authorized to enter into

contracts or agreements on behalf of the Child Advocacy Center of Coos

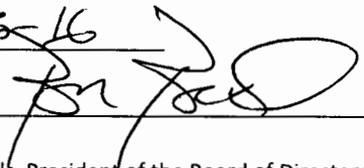
County with the State of New Hampshire and any of its agencies or departments

and is further authorized to execute any documents which may in her judgement

be desirable or necessary to effect the purpose of this vote.

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

Dated: 4-20-16

Attest: 

Brian Beals, President of the Board of Directors of the Child Advocacy

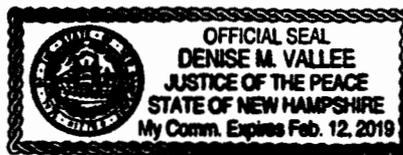
Center of Coos County

The forgoing instrument was acknowledged before me this 25th day of April 2016 by Brian Beals



Denise Vallee, Justice of the Peace

Commission Expires: 02/12/19





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2016

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: FirstComp</td> <td>27626</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Co		INSURER B: FirstComp	27626	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Child Advocacy Center of Coos County 3 State Street Unit 1 Groveton NH 03582														

COVERAGES	CERTIFICATE NUMBER: 2016	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1409662	12/15/2015	12/15/2016	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC0102162-07	12/15/2015	12/15/2016	PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

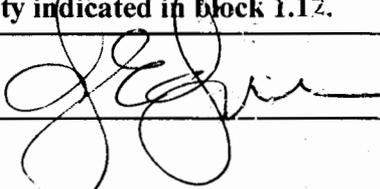
CERTIFICATE HOLDER State of NH Department of Justice 33 Capitol Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE F Kenneally/FAIRLE <i>Fairley Kenneally</i>

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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 Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH, 03301	
1.3. Subrecipient Name NH Department of Corrections		1.4. Subrecipient Address 105 Pleasant St., PO Box 1806, Concord, NH 03302	
1.5 Subrecipient Phone # (603) 271-1937	1.6. Account Number 08-20-201510-8021-500575	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$170,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-0110	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 William L. Wrenn, Commissioner	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack, on 04/20/16 before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) Commission Expires 08-22-2017			
1.13.2. Name & Title of Notary Public or Justice of the Peace Joan E. Jepson			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 4/29/16			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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

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

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

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

Applicant Information:

Name of Applicant Organization: **New Hampshire Department of Corrections**

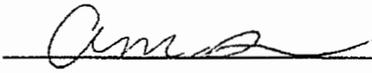
DUNS Number: **87-7985119**

SAM Registration Expiration Date: **November 12, 2016**

Federal Funds Requested: **\$170,000**

1. Project Title: **New Hampshire Department of Corrections – Victim Services Unit**
2. Grant Project start date: **7/1/2016** Project end date: **6/30/2017**
3. Project Director: **Amanda Breen, Administrator of Victim Services**
Telephone: **603-271-1937** Email: **Amanda.Breen@doc.nh.gov**
4. Financial Officer: **Doreen Writtenberg, Director of Administration**
Telephone: **603-271-5610**
Email: **Doreen.Writtenberg@doc.nh.gov**
5. Primary contact person for this project is: **Amanda Breen, Administrator of Victim Services**
Address: **P.O. Box 14, Concord, NH 03302**
Telephone: **603 -271-1937** Email: **Amanda.Breen@doc.nh.gov**
6. **Certification Required:**

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

Signature of signing authority:  Date: 3/21/16

Address: **P.O. Box 14, Concord, NH 03302**

Telephone: **603-271-1937**

Email: **Amanda.Breen@doc.nh.gov**

***Commissioner or Assistant Commissioner will sign other paperwork upon funding.**

VOCA Application Project Narrative: Scope of Work

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

New Hampshire RSA 21-M: 8-k provides crime victims with important rights in order to address their needs throughout the justice process. These include fairness and respect, reasonable protection, participation/input, restitution, compensation, notification, and victim-initiated Victim-Offender Dialogue (VOD). A correctional based Victim Services Unit, through the New Hampshire Department of Corrections (NHDOC), is an essential component in ensuring that the NH Victim Bill of Rights is upheld.

The NHDOC is committed to addressing the rights and needs of crime victims. The Department strives to respond with sensitivity to the needs of crime victims and families. Please see the attached Quarterly Report (10/2015 through 12/2015) of our services, which demonstrates the variety of crimes afflicted upon our victims and the diversity of our victim population. In FY15, the Victim Services Unit triaged 614 new requests for victim notification. This is an increase of 35% since 2011. In addition, the unit managed victim services for approximately 2,246 individuals and businesses that had been affected by the crimes of the men and women under Departmental custody. Victim Services staff documented 6,463 contacts with victims/survivors and their families.

For crime victims who experience trauma and grief, the recovery process can vary with each individual. For crime victims/survivors seeking an opportunity to meet with an offender, a safe structured dialogue with preparation by well-trained facilitators can play a significant role in recovery and healing. The NHDOC receives victim/survivor requests for Victim-Offender Dialogue (VOD). Over the years, more than 140 such requests have been directed to the Victim Services Unit. In order to meet the needs of victims/survivors, it is essential to have a staff member dedicated to VOD Services.

The Victim Services Unit provides outreach and support for victims experiencing intimidation

or harassment by inmates or parolees. Victim Services staff, in collaboration with Security and Law Enforcement personnel, provide reasonable measures for supporting the emotional and physical safety for victims who report any concerns about their well-being. In addition, NHDOC policy and procedures restrict contact between inmates or parolees and their crime victims when "No Contact Orders" are in place through the Court System and/or Parole Board.

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

Victim advocacy through the NHDOC is developed and implemented in a manner consistent with New Hampshire Law and the Department's mission and values. The activities practiced by Victim Services staff are designed to empower and support the participation of crime victims throughout the corrections phase of the justice system. The following principles are essential to our successful correctional based program:

- New Hampshire promotes a seamless system of advocating for crime victims throughout the justice system.
- Further trauma for victims and families is minimized through:
 - Non-judgmental, compassionate and timely interactions by professional staff;
 - Providing information about correctional processes and appropriate case-specific progress is provided in a timely responsive manner;
 - Sharing information and updates about available resources.
- Victim input into relevant correctional decision-making processes is supported in line with the Victim's Bill of Rights.
- Community justice is fostered by:
 - Acknowledging the harm caused by crime;
 - Actively listening to victims and survivors of crime;
 - Addressing the relationships between victims, offenders, and communities;

- Supporting the role and interest of communities in achieving justice;
- Providing opportunities for promoting victims' recovery and offenders' self-improvement.

The NHDOC's Victim Services Unit staff members collaborate with Victim/Witness Advocates at the State's Prosecutor's Offices, the NH Department of Justice, and the NH Coalition Against Domestic and Sexual Violence. In addition, we partner with the NH AmeriCorps Victim Assistance Program in serving survivors of domestic violence and sexual assault. Community-based agencies and volunteers are integral to the success of the statewide Victim-Offender Dialogue service. The Department maintains membership with the National Center for Victims of Crime and the National Association of Victim Service Professionals in Corrections. The U.S. Department of Justice, Office for Victims of Crime and the National Institute of Corrections have been instrumental in providing technical assistance for promoting best practices in New Hampshire.

The requested VOCA funds will meet the needs of crime victims and survivors by addressing the following services:

- Notification of offender status changes
- Advocacy and support during reduced custody processes
- Accompaniment at NH Adult Parole Board Hearings
- Reasonable protection from offender intimidation and harassment
- Victim-Offender Dialogue (victim initiated process)
- Public awareness and training for NHDOC Staff
- Information and referral
- Restitution advocacy
- Assistance with victim compensation claims
- Prison tours
- Evaluation of services to determine victim satisfaction

The Victim Services Unit provides interested crime victims and survivors with notification of offender status changes, including 30 to 60 days before inmates move to work release, parole status, or release

upon maximum term served. We also support the NH Adult Parole Board in providing notification to victims about scheduled parole hearings. Victim Services staff accompanies interested crime victims or survivors who choose to attend Parole Board hearings and provides notification about board decisions and conditions established by the Parole Board. Further, the Victim Services Unit serves as a liaison to probation /parole officers on behalf of victims and survivors, particularly related to restitution and victim safety concerns.

Support and information is available for people interested in learning more about an inmate's term in prison. While respecting confidentiality regarding inmates' mental health, substance abuse or other treatment needs, general knowledge about prison programming can be shared with crime victims, in order to aid in understanding an offender's life "behind the walls". Some victims and survivors express reasonable fear for their safety when inmates are considered for reduced custody or release. Victim Services staff collaborates with the prison Classification Office, Community Corrections staff, and the NH Adult Parole Board to restrict offender's contact and proximity with crime victims and survivors.

In order to effectively inform and notify crime victims and survivors, in compliance with the NH Victim Bill of Rights, in Federal Fiscal Year 2015 and 2016, the Victim Services Unit continued to collaborate with groups such as, Information Technology, The Department of Safety, The NH Attorney General's Office, and local community agencies to create the Statewide Automated Victim Information and Notification (SAVIN) System. At present time, the working group has developed a plan for SAVIN to officially commence in April of 2016. SAVIN is designed to provide victims with information about their cases. This free, computer-based system provides two important services to victims -- information and notification. SAVIN allows victims to receive alerts about the status of offenders convicted and sentenced to the NH Department of Corrections (NHDOC) through e-mails and/or text messages. Alerts include information about an offender's change in location and movement within the NHDOC. This development will enhance timely notification to victims and survivors. Further, it will minimize human error.

In addition, during Federal Fiscal Year 2015, the NHDOC recognized the need for an additional position within the Victim Service Unit, in order to meet the needs of clients. The creation of a new Victim/Witness Specialist has enhanced the Unit's capacity to provide quality services. This position

is financed through NH general funds and will be a match for federal VOCA funds, as the role provides direct support and services to victims and survivors of crime.

Further, requested funds will allow for victim-initiated Victim-Offender Dialogue (VOD) to occur for interested parties, promoting Restorative Justice. During the past few years, there was a lapse in VOD services as a result of staff shortages. However, a job description for a part-time VOD Coordinator has been created, which will allow the Victim Services Unit to properly address and respond to victim-initiated requests for participation. For victims and survivors seeking an opportunity to meet with their offender, a structured facilitated dialogue in a safe environment can play a significant role in recovery and healing. Studies show such conversations are overwhelmingly beneficial for victims/survivors and offenders who choose to participate and are properly prepared by skilled facilitators. Since State Fiscal Year 2002, the NHDOC has honored requests for VOD for appropriate cases, when staffed adequately and when the process can be done with safety for all involved.

Funds will provide the following:

- Part-time Victim-Offender Dialogue Coordinator Position
- Victim-Offender Dialogue preparation and face-to-face meetings (victim initiated only)
- VOD Peer Consultation consistent with Protocols for Victim-Offender Dialogue
- Annual In-Service VOD Facilitator Training (2 days)
- VOD Training for Victim Services Unit Staff (in order for NHDOC staff to learn components of VOD Process/Facilitation)

Consistent with NHDOC Protocols for Victim-Offender Dialogue, prerequisites include: requests are victim-initiated, both victim and offender choose to participate voluntarily, facilitators must be properly trained/skilled, and dialogues has not effect upon an offender's sentence or paroling decisions. Victim-Offender Dialogue is *not* appropriate for everyone. It is *not* counseling or therapy.

Victim-Offender Dialogue is a *conversation* between the person harmed and person responsible for the crime. In New Hampshire, it is *victim-requested, victim-sensitive, and victim-driven*. The Victim Services Unit will collaborate with community agencies, as well as volunteers, in regards to providing quality Victim-Offender Dialogue services.

Goals, Objective, Activities, and Performance Measures

A. **GOAL:** Minimize further trauma to crime victims and their families through enhanced advocacy and responsiveness by staff

(i) **OBJECTIVE:** Provide timely notification to crime victims about changes in custody

ACTIVITIES:

- Collaborate with victim advocates to inform victims of notification rights
- Collaborate with prison staff & NH Adult Parole Board to ensure timely notices of changes
- Process notifications to victims and survivors
- Provide follow-up information and support
- Collaborate with other agencies to continue development of the Statewide Automated Victim Information and Notification (SAVIN) System

MEASURE: Notification and follow-up contacts with victims and survivors

(ii) **OBJECTIVE:** Publish and make available information to victims about NHDOC prisons, probation/parole, and victim services

ACTIVITIES:

- Publish and distribute brochures and handbooks about NHDOC
- Toll-free telephone access to NHDOC Victim Services Unit for victims and survivors

- Promote victims' issues on NHDOC website/update website
- Promote the work of Victim Services in the media
- Public speaking engagements and working relationships with victim support groups

MEASURE: Informed and satisfied victims, survivors, and other citizens

(iii) *OBJECTIVE:* Offer reasonable safety measures for crime victims who may be intimidated or harassed by offenders

ACTIVITIES:

- Adherence to policy restricting visiting room contacts between inmates and victims
- Adherence to policy responding to victims' complaints of intimidation or harassment by inmates
- Responding to harassment or intimidation of victims, to include situations involving probationers or parolees

MEASURE: Number of inmates restricted with "No Contact Orders" by Court or Parole Board and number of victim complaints resolved regarding intimidation or harassment by offenders

(iv) *OBJECTIVE:* Enhance collection and disbursement of restitution to victims of inmates housed in all NHDOC facilities

ACTIVITIES:

- Advocating for crime victims/survivors whose offenders are ordered to pay restitution

MEASURE: Restitution collected from inmates and disbursed to victims

Hampshire's justice system

- (i) *OBJECTIVE*: Continuous improvements in advocacy and peer support for victims/survivors during reduced custody decisions and Adult Parole Board Hearings

ACTIVITIES:

- Collaboration with prison Classification and Community Corrections staff
- Collaboration with Parole Board members and staff
- Inform victims/survivors about support available at hearings
- Make sure that an Advocate is present at all Hearings attended by victims/survivors

MEASURE: Victims/survivors supported by Victim Services Staff during reduced custody and parole processes

- (ii) *OBJECTIVE*: Victim-sensitive Victim Offender Dialogue (VOD) between victims/survivors and offenders who choose to participate

ACTIVITIES:

- Implement policy and protocols of VOD Service
- Provide annual in-service/victim-sensitive training for VOD facilitators
- Process victim-initiated requests, conduct dialogues and follow- up sessions

MEASURE: Victims/survivors empowered to meet with their offender with support and guidance of trained facilitators; victim satisfaction data

- C. *GOAL*: Integrated victim-sensitive principles and practices within NHDOC facilities and districts

- (i) *OBJECTIVE*: Enhance NHDOC staff development regarding victim awareness and sensitivity, including issues of domestic violence and family violence

ACTIVITIES:

- Provide victim services training sessions at the NH Corrections Academy and Probation/Parole Certification
- Provide in-service training opportunities for staff

MEASURE: Corrections staffed trained in understanding and appropriately responding to impacts of crime upon victims and families

(ii) *OBJECTIVE:* Victim services liaisons in each District Office and Correctional Facility

ACTIVITIES:

- Skills training for assigned staff to support quality services to crime victims/survivors

MEASURE: Correctional staff sensitivity, responsiveness, and communications about the needs of victims and survivors

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

All of the Victim Services Unit staff members play an integral role in providing quality services to victims of crime. In order to support the proposed project, our team of trained and skilled staff members will be able to address victims' rights and concerns by dividing tasks and responsibilities within the Unit. In addition, staff will be given opportunities to attend trainings and working groups, in order to promote best practices and foster collaboration with community partners.

The NHDOC continues to rely upon federal funds as the primary resource for addressing the rights and needs of crime victims. Should grant funding cease without corresponding increase

of state funds, the impact upon the needs and rights of victims of crime in the state of New Hampshire will include significant reduction or elimination of direct services.

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

Data regarding victim services is maintained within the New Hampshire Department of Correction's database, called CORIS. An Annual Performance Report will include information related to victims and survivors who were served, client gender, crime categories, and the types of notification, advocacy, or other services provided. Data will also be available regarding victim concerns about harassment by inmates and actions taken to support victim safety. Results of our bi-annual Victim Services Satisfaction Survey will provide valuable input about post-conviction victim services in New Hampshire.

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

For over 15 years, the NHDOC has received financial support made available by VOCA and the Grants Management Unit of the Department of Justice. The NHDOC is equipped to successfully implement the grant programming being proposed through three main positions: Administrator of Victim Services, Grants Coordinator, and the Assistant Commissioner of Corrections. These key positions work together to administer all of the services outlined in the project proposal, while accounting for VOCA funds. The Administrator of Victim Services actively engages in the support and advocacy of victims of crime by providing direct services. In addition, the Administrator directly supervises unit staff to ensure timely notification and supportive services are available to crime victims/survivors. The Grants Coordinator is in direct contact with all members of Victim Services Unit staff to guarantee adherence to VOCA guidelines and reporting requirements. The NHDOC Assistant Commissioner brings together the knowledge of financial accounting, state budgets, and a commitment to serving victims of

crime. The Assistant Commissioner is able to facilitate statewide change in services to victims, while also being fiscally mindful in grant management and accounting.

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

New Hampshire Department of Justice - Budget Detail Worksheet/Budget Summary

** Please see attached Excel Spreadsheet (1 page) for budget details, including federal funds, cash match, and in-kind match*

(On the following page, please find Budget Narrative)

WLL 4/20/16

VOCA Budget - Formula Grant
SFY 2017
NHDOC
03/25/2016 b

		Per Grant Budget										Indiv Class #
Budget Category	Description	Annual Salary	VOCA Allow.	Fed. VOCA 80% & 90% S&B	State of Match	State NOA-VOCA 20% & 10% S&B	Fed + State BUDGET	Inkind Match	Grand Total		Indiv Class #	
Personnel	VWS LG 26 Step 1	60,350	80%	48,280	-	12,070	60,350	-	60,350		010	
	PROGRAM ASST. SO 12 Step 7	36,758	90%	33,083	-	3,676	36,758	-	36,758		010	
	VWS LG 26 Step 2	54,027	0%-80% Match	-	-	5,403	5,403	48,625	54,027		010	
	VWS LG 26 Step 1 PT-16 Hr Wk	21,765	100%	21,765	-	-	21,765	-	21,765		010	
	VWS LG 26 (PREA) Step 5	62,392	0%	-	-	62,392	62,392	-	62,392		010	
151,753	Total Class 010050	235,293		103,128	-	83,540	186,669	48,625	235,293		010	
Benefits	HEALTH/DENTAL/LIFE @ HMO-2 PR	15,831	80%	12,665	-	3,166	15,831	-	15,831		060	
	FICAMED 7.65%	4,617	80%	3,694	-	923	4,617	-	4,617		060	
	RETIREMENT 12.50%	7,544	80%	6,035	-	1,509	7,544	-	7,544		060	
	POST RETIREMENT 10.5%	6,337		5,069	-	1,267	6,337	-	6,337		042	
PROG. ASST.	HEALTH/DENTAL/LIFE @ HMO-1	25,578	80%	20,462	-	5,116	25,578	-	25,578		060	
	FICAMED 7.65%	2,812	80%	2,250	-	562	2,812	-	2,812		060	
	RETIREMENT 12.50%	4,595	80%	4,135	-	459	4,595	-	4,595		060	
	POST RETIREMENT 10.5%	3,860		3,474	-	386	3,860	-	3,860		060	
VW SPEC.	HEALTH/DENTAL/LIFE @ HMO-1 PR	7,946	0%-90% Match	-	-	785	785	7,161	7,946		060	
	FICAMED 7.65%	4,133		413	-	413	413	3,720	4,133		060	
	RETIREMENT 12.50%	6,753		675	-	675	675	6,078	6,753		060	
VW SPEC-PT	FICAMED 7.65%	1,665	100%	1,665	-	-	1,665	-	1,665		060	
		7,946		7,946	-	-	7,946	-	7,946		060	
VW SPEC. (Jea)	HEALTH/DENTAL/LIFE @ HMO-1 PR	4,773		4,773	-	-	4,773	-	4,773		060	
	FICAMED 7.65%	7,799		7,799	-	-	7,799	-	7,799		060	
	RETIREMENT 12.50%	112,189		62,288	-	32,951	95,239	16,949	112,189		060	
79,237	Total Sal&Ben.	165,416		116,482	-	281,908	65,574	347,482		060		
Travel	IN STATE		100%	674	-	-	674	-	674		070	
	OUT OF STATE		100%	2,584	-	-	2,584	-	2,584		080	
4,058	Subtotal			3,258	-	-	3,258	-	3,258		080	
Facility	Office Space			1,500	-	-	1,500	-	1,500		n/a	
	Telephone			1,500	-	-	1,500	-	1,500		020	
6,358	Subtotal			3,000	-	-	3,000	-	3,000		020	
Other Costs	Current Expenses			2,000	-	-	2,000	-	2,000		020	
	Professional Memberships			650	-	-	650	-	650		026	
	Training - VS staff & VS Liaisons			500	-	-	500	-	500		066	
	VS Liaisons - Training/Mktg			-	-	-	-	10,801	10,801		n/a	
	Corrections Academy			-	-	-	-	5,700	5,700		n/a	
	PPO Training			-	-	-	-	818	818		n/a	
	V-O DIALOGUE SERVICES			0	3,546	-	3,546	6,973	11,553		102	
	V-O DIALOGUE PEER CONSULT/TRNG			0	950	-	950	1,080	5,729		102	
	V-O DIALOGUE TRAINING			0	1,695	-	1,695	1,926	7,000		102	
	NHDOC Grants Coordinator			2,000	8,843	-	10,843	13,042	39,774		n/a	
	Subtotals			2,000	8,843	-	10,843	13,042	39,774	52,816		n/a
	50,617											
EQUIPMENT											030	
											030	
GRAND TOTALS				170,000		111,817	300,508	110,206	410,714			
282,023												
	Match Required			42,500								
	25% of Fed. or 20% of Budget			82,143								
	Actual Match			122,023								
	41.79%											

Health/Dental at SFY16 Rates-Effective 1/1/16
Employer Contribution Reimbursement @ 12.50%
FICA/Medicare @ 7.65%

WJW 4/20/16

BUDGET NARRATIVE:

Project Title: New Hampshire Department of Corrections – Victim Services Unit (SFY 2017)

Please see attached Excel Spreadsheet (1 page) for budget details, including federal funds, cash match, and in-kind match

Sub-grant Match:

Value of In-Kind Match:	\$ 110,206
Cash Match:	\$ 11,817
Total Match:	\$ 122,023

Source of Matching Funds: NH General Funds appropriated to NHDOC, in-kind volunteers, and other staff.

Personnel:

Three NHDOC Victim Services positions: Victim Services Coordinator/Administrator (LG 29) at 80% VOCA allowable; Program Assistant (SG 12) at 90% VOCA allowable; and Part-Time Victim - Offender Dialogue Coordinator (LG 26) at 100% VOCA allowable.

Fringe Benefits:

Anticipated benefits cost for health, dental, life: one (HMO – 2PR) and one (HMO – F) at 80% and 90 % respectively; Social Security/Medicare (7.65 %); employer contribution to NH Retirement System (12.5 %); and Post-Retirement cost for grant funds (10.5 %).

Travel:

In-state travel for Victim Services staff @ 0.54/mile x 1,248 miles = \$674; out-of-state travel for Victim Services staff to attend available trainings with National Center for Victims of Crime and/or Victim-Offender Dialogue Training/Restorative Justice, or related training estimated @ Registration: \$1,000; Airfare: \$1,100; Lodging: \$884; Meals: \$400; = \$3,384

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Equipment:

Not applicable.

Supplies:

Current expenses (see telephone below) including copy paper, postage for victim notification and miscellaneous correspondence; printing of NHDOC informational materials for crime victims, training materials, supplies, and maintaining confidential victim files. The purchase of a scanner to transfer paper victim files to electronic files is a planned upcoming project. In addition, improvements to the victim waiting area to create a calming and welcoming space may require supplies.

Construction:

Not applicable

Consultants/Contracts:

Not applicable

Other Costs:

Estimated Telephone costs for Victim Services phone lines and one cellular phone = \$1,500
State Match

Office Space = \$4,858 (In-kind)

Professional Memberships: Agency Membership fees, including National Center for Victims of Crime and the National Association of Victim Services Professionals in Corrections: \$650

Training - Victim Services Staff and Victim Services Liaisons: Registration and expenses for Victim Services Staff and Victim Services Liaisons or designee to attend trainings regarding

WLLW 4/20/16

crime victimization services: \$500

Victim Services Liaison Meetings: Victim Services Liaisons (VSL) in-kind time plus travel to attend trainings/meetings regarding victimization issues; VSL time at 46.49/hr. x 12 VSL = \$10,601

NH Corrections Academy: In-kind time plus travel for approx. 15 new employees attending each "Victims, Survivors & the Impacts of Crime" class @ 2.5 hrs. /class x 5 classes/yr. x \$30.40/hr. (average salary & benefits) = \$5,700

PPO Certification Training: In-kind travel time for approx. 6 Probation-Parole Officers attending victim-related training @ 3.5 hrs. /each x 1 training/yr. x \$38.97/hr. (average salary & benefits) = \$818

Grants Coordinator: Estimated in-kind time (salary and benefits) for NHDOC's Grants Coordinator to provide budgeting, financial reporting, etc. for the VOCA Grant; \$33.61/hr. x 30 hrs./quarter x 4 quarters = \$ 4,033

Victim-Offender Dialogue (VOD)

VOD Services - Estimation of 6 new cases; VOCA funds for one part-time position.

Contribution of the time of community volunteers or NHDOC general-funded staff trained as VOD facilitators. VOD cases are assigned to two VOD co-facilitators; a trained community-based provider/volunteer and a trained NHDOC staff person.

VOD Services @ 81% Allowable

(Each case has 2 facilitators)

Vendor/Volunteer rate & Staff Facilitator rate

# of cases	6
Est. hours per case	30

Wslw 4/20/16

Total hours	300
Facilitator Stipend: \$500/each	\$3,000
Est. miles per case: 400	\$1,380
Total:	\$4,380

81% Allow	\$3548
19% Non-Allow	\$ 832

In-kind match: 5 staff x 1 VOD x 30 hrs. /VOD x \$46.49 (VSL rate) = \$6,973

VOD Peer Consultation @ 88% Allowable

VOD Service Peer Consultations required by Protocols for Victim-Offender Dialogue for case reviews and facilitator skills (each facilitator has to attend 4 meetings per year with an average of 5 hrs. per meeting):

4 meetings x 5 volunteers x \$54.00 (100 miles/travel x 0.54) = \$1,080

In-kind match = 4 meetings x 5 hours x 5 staff (\$ 46.49 VSL rate) = \$ 4,649

VOD Training @ 88% Allowable

Annual In-Service Training, required by Protocols for Victim-Offender Dialogue. Two days training per facilitator, plus travel time. Estimate attendance (in-kind) by 5 facilitators x 18 hrs. Based from VOD Facilitator rate & Staff Facilitator rate (along with time and travel), trainer fees and travel (\$1,500), and training materials (\$400) = \$8,926; State funds of \$ 1,695 and In-kind match of \$7,000.

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Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

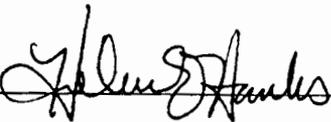
A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one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

The NH Department of Corrections (Applicant) certifies that any funds awarded through grant number VOCA shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The NH Department of Corrections (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: Helen Hanks Assistant Commissioner

Signature: _____



Date: 3/28/16

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State of New Hampshire Contract Exhibit B

SCHEDULE OF PAYMENT

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

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State of New Hampshire Contract Exhibit C

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

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

2. Reports and Certifications Required

- a. Subrecipient will be required to file **quarterly performance reports**.

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

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Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

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

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

Mail:

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

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

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

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

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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 <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

Instructions for Certification:

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

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

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DEPARTMENT OF JUSTICE
STATE OF NEW HAMPSHIRE



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

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

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

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

William L. Wrenn, Commissioner

Name and Title of Head of Agency

William L. Wrenn

Signature

4/20/16

Date

New Hampshire Department of Corrections, 105 Pleasant St, P.O. Box 1806, Concord, NH
Name and Address of Agency 03302-1806

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25. Certification Regarding EEOP Required:

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

INSTRUCTIONS

Completing the Certification Form

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

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

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

Section A

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

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Section B

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

Section C

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

Section D

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

Submission Process

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

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

The form can be found at:

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

Or you may use the form on the following page.

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

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