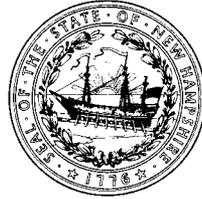


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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

May 27, 2016

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into a subgrants with the programs listed below in the amount of \$126,836 from the US Department of Justice, Office for Victims of Crime (OVC), for the purpose of providing legal services for victims of crime in New Hampshire upon the date of Governor and Executive Council approval through June 30, 2017. 100% Federal Funds.

Funding is available in account number 02-020-020-201510-5021 (Job # 20VOC15A) entitled Victims of Crime Act.

<u>Class</u>	<u>Agency</u>	<u>Vendor#</u>	<u>Amount</u>
072-500575	Catholic Charities-NH	177165-B001	\$60,000
072-500575	Court Appointed Special Advocates	156690-B001	\$41,000
072-500574	City of Rochester - Legal Dept.	177467-B002	\$25,836

EXPLANATION

The Victims of Crime Act (VOCA) grant program is a formula grant from the US Department of Justice; Office of Victims of Crime (OVC) that is awarded to New Hampshire on an annual basis. VOCA funding to New Hampshire has recently seen a substantial increase. One of the objectives of the increase is that States enhance funding for legal services to victims.

The State of New Hampshire, through a request for proposal (RFP), sought out victim service groups offering legal assistance that meet the VOCA requirements. Four requests for funding were received and all four will be awarded based on criteria set forth

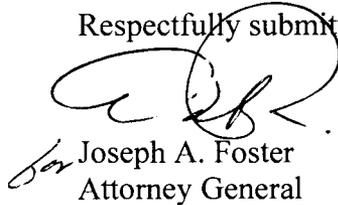
in the RFP. This request is to subgrant to three recipients with completed subgrant contracts. These subgrants will be for a period of one year, with the expectation that funding will be continued for two additional years, contingent upon program performance.

The Department posted the RFP on the Department of Justice Website, advertised in ten newspapers, and sent out an e-mail blast to over 600 possible victim service operations.

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

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

Respectfully submitted,



Joseph A. Foster
Attorney General

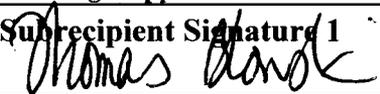
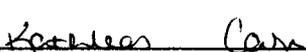
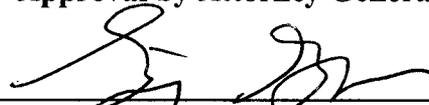
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Enclosures

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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 Catholic Charities- NH- Office of Immigration/Refugee Services		1.4. Subrecipient Address 215 Myrtle St., Manchester, NH 03104-4354	
1.5 Subrecipient Phone # (603) 669-3030	1.6. Account Number 02-20-20-201570-5021	1.7. Completion Date 03/30/2017	1.8. Grant Limitation \$60,000
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 Thomas Blonski, 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 4/27/16, 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 Michelle L. Fastnacht, Notary Public <small>My Commission Expires June 10, 2020</small>	
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 5/20/16			
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, 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

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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.

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STATE OF NEW HAMPSHIRE CONTRACT EXHIBIT A

Section 1: Cover Page

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

Applicant Information:

Name of Applicant Organization: *Catholic Charities New Hampshire; Office of Immigration and Refugee Services*

DUNS Number: *099369308*

SAM Registration Expiration Date: *1/27/2017*

Federal Funds Requested: *\$60,000*

1. Project Title: *Specialized Legal Services for Immigrant and Refugee Victims of Domestic Abuse and Sexual Assault in New Hampshire*

2. Grant Project start date: *07/01/16* Project end date: *06/30/17*

3. Project Director: *Cathy Chesley*

Telephone: *603-669-3030 x 260*

Email: *cchesley@nh-cc.org*

4. Financial Officer: *Joanne Hollen*

Telephone: *603-669-3030 x 202*

Email: *jhollen@nh-cc.org*

5. Primary contact person for this project is: *Scott Fitzpatrick*

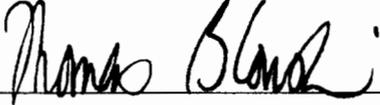
Address: *215 Myrtle St., Manchester, NH 03104-4354*

Telephone: *603-669-3030 x 219*

Email: *sfitzpatrick@nh-cc.org*

6. Certification Required:

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

Signature of signing authority:  Date: *3/29/2016*

Thomas Blonski, President and CEO

Address: *215 Myrtle St., Manchester, NH 03104-4354*

Telephone: *603-669-3030 x 204*

Email: *tblonski@nh-cc.org*

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Section 2: Narrative Questions

VOCA Application Project Narrative: Scope of Work This section is limited to 15 pages maximum, size 12 pt. font

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

Problem to be addressed:

This project addresses the exceptional vulnerability of immigrant victims of domestic violence and sexual assault (DV/SA). While DV/SA has a devastating impact on the physical and mental health of any family, many immigrant victims experience exacerbated circumstances. They often rely on a U.S. citizen or legal permanent resident spouse to petition for immigration status and abusers will often use that reliance to control and silence their victims. Abusers may refuse to file or threaten to withdraw immigration petitions, and in some cases report their partner's undocumented status. Many immigrant victims fear that by reporting incidents of domestic violence or sexual assault to police they risk deportation for themselves, family members, and even the abusers. Such fears are heightened by the thought of possible separation from their children. Consequently, immediate access to competent immigration legal services is critical to these victims.

Social and cultural factors may also discourage women from coming forward. Some communities consider DV/SA to be a private matter, especially when cultural norms tolerate violence against women or even shame victims of sexual crimes. Leaders of ethnic-based community organizations report that victims who "go public" may face ostracism by their community or family members. Language barriers and lack of financial resources may further limit victims' recourse. All of these factors work in concert to trap women, and their children, in abusive relationships and prevent crimes from being reported.

Need for the proposed project:

While our clients can access pro bono *civil* legal services through partnering organizations, the Office of Immigration and Refugee Services (OIRS) remains the only agency providing pro bono *immigration* legal services for immigrant victims of domestic violence and sexual assault in New Hampshire. Immigrant populations have increased in number diversity, and geographic distribution in NH in recent years, creating an increasing need for immigration legal services. Between 2009 and 2014, the number of foreign born persons living in New Hampshire grew by 8%, while the state's total population remained flat.¹ As a result, the number of immigrant victims is also increasing.

OIRS helps immigrant victims establish a lawful presence in the U.S. (through VAWA self-petitions and U Visas), allowing them to escape the cycle of violence and poverty. OIRS staff members possess the combination of cultural, linguistic, and legal expertise required to address immigrant DV/SA cases. Our services are truly life changing, impacting the immediate and long-term safety, health, social integration, and material well-being of clients and, by extension, that of their children and families.

The continuing successful adjudication of DV/SA immigration cases by OIRS provides relief and hope to those remaining in need of assistance. In addition to referrals from a strong New

¹ U.S. Census Bureau American Community Survey (2009, 2014)

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Hampshire DV/SA services network, many clients reach us through “word of mouth” recommendations. When our work motivates other survivors to come forward and seek help, it prevents and reduces future abuse. The importance of hope cannot be overstated; immigrant victims too often believe that they have no recourse. Each DV/SA case spreads awareness in immigrant communities that special legal protections extend to immigrant victims. OIRS has served 340 DV/SA primary clients since 2008. The actual number of persons impacted by our work, however, is far larger, since many clients file petitions for family members. The majority of our clients are mothers, whose children benefit from their parent’s new legal status.

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 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.

Organizational background:

The Office of Immigration and Refugee Services is a program of Catholic Charities New Hampshire. Established in 1945, Catholic Charities New Hampshire is a human services organization with a mission to provide quality services that heal, comfort, and empower the poor and vulnerable. Our services are available to anyone in New Hampshire regardless of their religion, race, gender, age, or ability to pay for services. Catholic Charities NH is committed to delivering services that address the needs of the hungry, young parents and vulnerable children, struggling families, immigrants and refugees, and the elderly.

Critical to the Catholic Charities New Hampshire mission is the work carried out by the Office of Immigration and Refugee Services (OIRS). OIRS is committed to:

1. Providing legal and human services for immigrants and refugees;
2. Assisting immigrants and refugees in becoming self-sufficient and contributing members of community and society;
3. Advocating for public policy positions that address the needs and conditions of immigrants and refugees.

Services to be delivered:

The Office of Immigration and Refugee Services assists immigrant victims of domestic abuse and sexual assault (DV/SA) in obtaining legal status in the U.S. through two programs: Violence Against Women Act (VAWA) self-petitions and U Visas. VAWA self-petitions allow battered immigrant spouses to apply for permanent residence and permission to work in the United States rather than rely on the sponsorship of an abusive U.S. citizen spouse. U Visas provide an avenue for lawful presence in the U.S. for undocumented immigrant victims of certain crimes committed by a U.S. Citizen or Legal Permanent Resident. Other immigration legal services provided for DV/SA survivors include legal representation in Removal Proceedings, Adjustment of Status (Green Card), Employment Authorization, and

A handwritten signature and the date 4/27/16 are located in the bottom right corner of the page.

Naturalization. A grant of \$60,000 from the New Hampshire Department of Justice VOCA Fund will enable us to provide services for 45 clients during the one year grant period.

Gaining legal status allows DV/SA survivors to end abusive relationships without fear of deportation. Work authorization provides an opportunity for victims to support themselves independently. They can seek lawful employment (at improved wages), obtain a social security number, and apply for a driver’s license. When clients can earn their own money and freely navigate social institutions, they no longer need to depend upon an abusing partner and can break the cycle of violence. Families can then begin the process of healing from trauma and start to participate fully in school, work, and life in their communities, leading most to attain citizenship.

Through our Domestic Violence and Sexual Assault casework, the Office of Immigration and Refugee Services has developed and expanded a referral network of complementary agencies and organizations. Some offer additional (non-immigration related) legal services, including protective orders, family law, and other civil legal matters (education, housing, benefits, etc.). Others offer support services, such as shelter, safety planning, and counseling, or engage in advocacy. The services provided by OIRS and its partners are crucial for keeping victims safe, informed, and empowered. Without the support of OIRS, the only provider of immigration legal services to low income and impoverished clients in NH, immigrant victims will not be adequately served.

In addition to the work of our professional staff, volunteer students at the University of New Hampshire School of Law in Concord contribute to DV/SA cases at our Immigration Law Clinic on campus, under the supervision of OIRS staff members.

Population served:

OIRS serves low-income and impoverished immigrant victims of domestic violence and sexual assault living in New Hampshire. Our services are equally available to victims of federal crimes as they are to victims of state/local crimes. Our clients range from young children to grandmothers, although most fall between the ages of 25 and 45. We serve clients from 55 countries, with approximately 70% from Latin America, typically from the poorest regions of Mexico and Central America. 60% of our clients have children, with an average of 2 – 3 children per family.

The Office of Immigration and Refugee Services works with immigrant DV/SA victims living throughout the state. Most of New Hampshire’s immigrants live within the state’s two largest cities (Nashua and Manchester), where the primary offices of OIRS are located. However there are growing immigrant concentrations in the Upper Valley (Lebanon and Hanover), the Seacoast Region (Portsmouth and Dover), and Concord. Pertinent demographics² are as follows:

	<u>Foreign-born population</u>	<u>Persons below poverty level</u>	<u>Language other than English spoken at home</u>
State of NH	5.7%	9.2%	7.9%
Manchester	13.2%	14.3%	19.7%
Nashua	13.4%	10.7%	20.0%

² U.S. Census Bureau American Community Survey (2010-2014)

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Lebanon	11.4%	11.5%	12.6%
Hanover	12.0%	12.0%	15.6%
Portsmouth	7.4%	7.6%	10.0%
Dover	6.5%	9.3%	7.7%
Concord	6.4%	11.7%	7.5%

We have learned that a key barrier to receiving support is the lack of access to affordable, immigration legal services at the local level. The need to access services at a distance creates additional, travel-related challenges (access to a vehicle, fuel expense, and additional time required) for people with limited resources. In September 2011, in partnership with the University of New Hampshire School of Law, OIRS launched the Immigration Law Clinic to help address this need. Located in Concord, the Clinic enables OIRS to provide immigration-related legal assistance to low-income and impoverished clients in a more northerly location. This results in improved, expanded access to services for immigrant communities in Central and Northern NH.

The Office of Immigration and Refugee Services serves a diverse immigrant population from 55 different countries. Due to the complex issues facing immigrant victims, it is crucial that our staff possess the training and skills to serve clients sensitively and comprehensively. Four of the current staff are multilingual (three speak Spanish, one Vietnamese, one French, and one Portuguese) and as a group we possess extensive knowledge and experience in the areas of domestic and sexual violence. Because so many of our clients speak Spanish, the Office maintains a Spanish language intake line.

Collaboration:

Through our Domestic Violence and Sexual Assault casework, the Office of Immigration and Refugee Services has developed and expanded a referral network that includes other key agencies and organizations. The additional services provided by crisis centers, shelters, state agencies, and civil legal specialists are crucial for keeping victims safe, enabling them to break out of the cycle of violence, and to take advantage of new opportunities for their futures.

OIRS works closely with other legal service providers such as New Hampshire Legal Assistance (Domestic Violence Advocacy Project) and the NH Bar Association (Pro Bono Referral Program; Domestic Violence Emergency Project). These groups provide pro bono attorneys for restraining orders, family law, and other civil legal services (housing, public benefits, etc.) required by DV/SA victims. OIRS also maintains relationships with the American Immigration Lawyers Association, the Catholic Legal Immigration Network, and New Hampshire Legal Aid's Legal Advice & Referral Center.

OIRS also collaborates with the NH Coalition Against Domestic and Sexual Violence and its 13 nongovernmental, independent, community-based crisis centers. These independent member organizations form a major part of the NH DV/SA network, and provide support services for our mutual clients across the state (including 24/7 emergency hot lines). The network has developed direct cross-referral systems that enable key staff within the partner organizations to communicate efficiently and effectively regarding client needs. In particular, OIRS has worked with Bridges, Haven, New Beginnings, Turning Points Network, and the Manchester YWCA. The OIRS has also worked with the Strafford County Family Justice Center, which serves a similar role (but is not a formal member of the Coalition).

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For more than ten years, the YWCA and Bridges (two of the largest DV/SA programs in the state) have consistently collaborated with OIRS to support immigrant victims of sexual violence. Both programs provide comprehensive advocacy and shelter to survivors and have partnered with OIRS to ensure that immigrant survivors are able to access all legal services available to them.

Further, OIRS collaborates with the YWCA and Bridges on community-wide initiatives such as the Manchester Immigrant Integration Initiative, the annual International Women's Festival, the Gate City Coalition, and One Greater Nashua, as well as in conducting community-based research on domestic violence within immigrant communities. For additional human services (counseling, emergency assistance funds, clothing, food, school supplies, etc.), OIRS turns to other Catholic Charities New Hampshire programs as well as outside organizations, including: Families in Transition, The Way Home, the Salvation Army, and the St. Vincent De Paul Society.

OIRS partners with state agencies and initiatives, including: New Hampshire's Task Force on Domestic Violence, the NH Attorney General's Immigrant Victims of Domestic Violence Committee, the NH Attorney General's Commission on Human Trafficking, County Attorney's Offices, and local Police Departments.

Due to our work within immigrant communities and with ethnic-based organizations, Catholic Charities New Hampshire is often the first contact for immigrant victims of DV/SA. Our ethnic-based partners include the Organization for Refugee and Immigrant Success, the NH Alliance of Immigrants and Refugees, the International Institute of New England, Victory Women of Vision, Spark the Dream, the South Sudan Community of NH, and the Bhutanese Community of NH.

Goals, objectives, and activities

Goal: To enable at least 45 immigrant DV/SA victims to establish legal presence and permission to work in the U.S., and free themselves from abusive relationships.

Objectives:

1. Provide immigration-related legal services for at least 45 DV/SA victims annually;
2. Give and receive 30 - 45 cross-referrals for immigrant DV/SA cases with collaborating organizations annually;
3. File immigration petitions (U Visa, VAWA petition, Employment Authorization, Adjustment of Status, etc.) for 100% of eligible clients;
4. Represent 100% of clients with immigration court cases where legal relief is available based on client's DV/SA status;
5. Successfully adjudicate at least 90% of accepted immigration-related DV/SA legal cases;
6. Increase public awareness within NH immigrant communities of DV/SA legal services available to immigrant victims.

Activities:

1. OIRS project manager and paralegal conduct 50 – 60 in-take interviews and initial assessments annually, to determine legal need and program eligibility;
2. OIRS staff members open, manage, and adjudicate at least 45 DV/SA cases annually;

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3. OIRS staff members make 30 – 45 DV/SA case referrals to collaborating organizations;
4. OIRS engages interpreters and translators on an hourly basis as consultants, as needed
5. Immigrant victims of DV/SA receive additional support services (protective orders, family unification, housing/shelter, safety planning, counseling, advocacy, etc.) from collaborative partners;
6. OIRS will identify and notify eligible clients of the availability of Victims Compensation benefits, provide a basic explanation of the program, and direct them to collaborating organizations which can assist with the application process.

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

Catholic Charities New Hampshire is committed to providing services for the poor and vulnerable regardless of their ability to pay. For this reason, programs will always require financial support.

Funding for the Office of Immigration and Refugee Services program and domestic violence/sexual assault legal assistance is an important part of Catholic Charities' annual fundraising efforts, including individual, corporate, and event-related giving. In addition to these unrestricted and dedicated contributions, we will continue to seek grants and other financial support for the program.

During periods without federal resources, for example OVW grants, Catholic Charities New Hampshire works to maintain funding and diversify sources of support for this important program. Every year we approach grant making organizations, as well as individual and corporate donors, with funding requests that enable us to sustain legal services for immigrant victims of DV/SA.

We have a demonstrated record of obtaining funding for this ongoing project. Over the past three years we have received \$104,500 of grant funding for DV/SA victim services. Sources of this grant funding include businesses operating in the state (Eastern Bank, Citizens Private Bank & Trust, and Macy's), New Hampshire-based foundations (New Hampshire Charitable Foundation, Oleonda Jameson Trust, and Endowment for Health), and a national foundation (The Robert Benson Meyer Jr. Foundation).

In addition to the above, OIRS recently received a \$23,500 grant from the Norwin & Elizabeth Bean Foundation, of which \$17,625 will be applied as match during the NHDOJ VOCA grant period (7/1/16 – 6/30/17). We have also recently submitted requests to the W. O'Neil Foundation (\$20,000) and to the Public Interest Law Foundation (\$10,000). We anticipate submitting further requests to interested grantors as opportunities arise.

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

The program is successful when victims are awarded legal status, are safe from abusive relationships, and are free to participate fully in school, work, and life in their communities. To date, 100% of our DV/SA clients have gained legal status and obtained work authorization.

Methods for evaluating success, progress, and areas in need of improvement:

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1. In-take records;
2. Referral records;
3. Casework files;
4. Adjudication results;
5. End of service client surveys;
6. Reports/data from collaborative partners.

OIRS records include: personal details, work information, family/relationships, and clients' past immigration records. Our end of service client surveys ask about the effectiveness of services and specific ways our services aided clients. Collaborative partners report back to OIRS regarding housing, jobs, and non-immigration legal services being provided to clients.

Client Story

After years of suffering in a highly abusive relationship with her American husband, to save herself and her son, Lucia had no other option but to leave. She put her trust in Catholic Charities' Office of Immigration and Refugee Services.

A legal advocate specializing in domestic abuse guided Lucia through the complex legal process of obtaining her work authorization and eventually her Green Card. With this assistance, Lucia could begin to establish a self-sufficient life outside the destructive cycle of violence. "I worked two and even three jobs, cleaning offices, cleaning a childcare center in Manchester and doing whatever I could," recalls Lucia when describing how she first provided for herself and her son.

Thanks to the work authorization and Green Card that OIRS helped Lucia obtain, new opportunities became possible for Lucia. At the childcare center, she watched the teachers working, and knew that she wanted to become a teacher one day.

She saved money to take classes at Manchester Community College, to become licensed as an Assistant Early Childhood Education teacher. When a job at the center opened up, Lucia applied and was hired. Lucia continues to take classes, working toward a full teaching certification.

The Office of Immigration and Refugee Services assisted Lucia in obtaining full citizenship for herself and her son. Lucia and her son, now fifteen, are looking to the future: "My son and I have a dream. Someday, we want to have a home of our own. The support of Catholic Charities made such a difference in my life. Without their help, I could not get my Green Card, could not get a job... I will always be grateful to Catholic Charities."

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

Catholic Charities New Hampshire has a Data Universal Numbering System (DUNS) number and we maintain active, current registration with System for Award Management (SAM). We are able to provide our FY2015 Form 990 and IRS certification of our Non-Profit status. We are also equipped to provide quarterly expenditure and performance reports for the proposed project to the NHDOJ.

Catholic Charities New Hampshire is accustomed to receiving large grants and has a dedicated accounting department which handles an organizational budget of \$78,582,000. We have been both a direct recipient and a sub-recipient of federal funding. We have been

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awarded, and successfully managed, two multi-year Legal Assistance for Victims (LAV) grants, totaling \$916,211, from the US Department of Justice. As a result we possess an adequate accounting system as described in the 2015 DOJ Grants Financial Guide's Standard for Financial Management Systems.

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
OIRS Director	$\$90,106 \times 0.10 = \$9,011$	\$4,000	\$5,011
Project Manager	$\$75,000 \times 0.15 = \$11,250$	\$3,400	\$7,850
Attorney / Legal Advocate	$\$60,000 \times 0.75 = \$45,000$	\$25,700	\$19,300
Paralegal	$\$27,476 \times 0.50 = \$13,738$	\$6,000	\$7,738
Law Clinic Students	876 volunteer hours x 0.3 DV/SA = 263 hours at \$22.98/hr (NH volunteer value) = \$6,039	\$0	\$6,039

Category A - Personnel			
Sub-Total Federal:	\$39,100	Match:	\$45,938

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
OIRS Director	$\$132$ Life Insurance x 0.10 = \$13 $\$430$ Long Term Disability x 0.10 = \$43 $\$6,811$ Retirement x 0.10 = \$271 $\$1,802$ Worker's Comp. x 0.10 = \$180 <u>$\\$6,811$ FICA x 0.10 = \$681</u> Sub-total: \$1,189	\$500	\$689
Project Manager	$\$14,077$ Health x 0.15 = \$2,112 $\$1,308$ Dental x 0.15 = \$196 $\$114$ Life Insurance x 0.15 = \$17 $\$368$ Long Term Disability x 0.15 = \$55		

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	\$2,251 Retirement x 0.15 = \$338		
	\$1,500 Worker's Comp. x 0.15 = \$225		
	<u>\$3,096 FICA x 0.15 = \$768</u>		
	Sub-total: \$3,711	\$1,500	\$2,211
Attorney /	\$7,174 Health x 0.75 = \$5,381		
Legal Advocate	\$271 Dental x 0.75 = \$196		
	\$63 Life Insurance x 0.75 = \$55		
	\$206 Long Term Disability x 0.75 = \$155		
	\$840 Worker's Comp. x 0.75 = \$900		
	<u>\$3,096 FICA x 0.75 = \$2,322</u>		
	Sub-total: \$9,008	\$5,000	\$4,008
Paralegal	\$824 Retirement x 0.5 = \$412		
	\$560 Worker's Comp. x 0.5 = \$275		
	<u>\$2,102 FICA x 0.5 = \$1,051</u>		
	Sub-total: \$1,738	\$800	\$938

Category B - Personnel			
Sub-Total Federal:	\$7,800	Match:	\$7,845

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.

<u>Purpose of Travel</u>	<u>Location Item</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
Client-Related Travel	Client homes, Immigration Court, USCIS offices, records/investigation	Avg. 60 miles/client x 45 clients x \$0.50/mile = \$1,350	\$600	\$750

Category C - Travel			
Sub-Total Federal:	\$600	Match:	\$750

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.

<u>Item</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
N/A			

Category D - Equipment			
Sub-Total Federal:	\$0	Match:	\$0

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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	Avg. \$10/case x 45 cases = \$450	\$220	\$230
Postage	Avg. \$10/case x 45 cases = \$450	\$220	\$230
Law Logix Case Mgmt. System	\$33/case use fee x 45 cases = \$1,485	\$700	\$785
Bar License (OIRS Director)	\$525 x 0.10 = \$53	\$20	\$33
Bar License (Project Manager)	\$525 x 0.15 = \$79	\$40	\$39
Bar License (Attorney/L. Adv.)	\$525 x 0.75 = \$394	\$200	\$194

Category E - Supplies			
Sub-Total Federal:	\$1,400	Match:	\$1,510

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
	Interpretation/Translation	8 hrs. x \$50/hr = \$400	\$200	\$200

Category G-1 - Consultant Fees:			
Sub-Total Federal:	\$200	Match:	\$200

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
N/A				

Category G-2 - Consultant Expenses			
Sub-Total Federal:	\$0	Match:	\$0

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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**

N/A

Category G-3 - Contracts			
Sub-Total Federal:	\$0	Match:	\$0

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

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

Manchester Office	\$11,196 Rent + \$3,598 Electric + \$3,100 Telephone + \$3,226 Tech./Internet + \$3,400 Maintenance + \$1,322 Equipment rental/repair (copier, water cooler, postage machine) = \$25,852 x <u>0.48 OIRS use</u> = \$12,409 x <u>0.30 DV/SA share of OIRS work</u> = \$3,723	\$1,800	\$1,923
Nashua Office	\$10,000 Rent + \$4,242 Gas + \$2,270 Water/Sewage + \$8,294 Electric + \$2,432 Telephone + \$8,170 Tech./Internet + \$1,550 Maintenance + \$1,280 Equipment rental/repair (copier, water cooler, postage machine) = \$38,328 x <u>0.63 OIRS use</u> = \$24,090 x <u>0.30 DV/SA share of OIRS work</u> = \$7,227	\$3,600	\$3,627
UNH Law Clinic	Space provided in-kind, valued equivalent to Manchester Office = \$3,723	\$0	\$3,723

Category H - Other Costs			
Sub-Total Federal:	\$5,400	Match:	\$9,272

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**

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Catholic Charities New Hampshire does not have a negotiated Federally-approved indirect cost rate, and is eligible to charge a de minimis rate of 10% on Modified Total Direct Costs (MTDC). All expenses for this project qualify for this indirect rate.

$$\$120,015 \times 0.10 = \$12,001 \qquad \$5,500 \qquad \$6,501$$

Category I. - Indirect Costs			
Sub-Total Federal:	\$5,500	Match:	\$6,501

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	\$39,100	\$45,938
B. Fringe Benefits	\$7,800	\$7,845
C. Travel	\$600	\$750
D. Equipment	\$0	\$0
E. Supplies	\$1,400	\$1,510
F. Construction	\$0	\$0
G. Consultants/Contracts	\$200	\$200
H. Other	\$5,400	\$9,272
Total Direct Costs	\$54,500	\$65,515
I. Indirect Costs	\$5,500	\$6,501
Total Project Costs	\$60,000	\$72,016

Federal Request	\$60,000
Non-Federal Match Amount	\$72,016

New Hampshire Department of Justice

BUDGET NARRATIVE:

This grant proposal requests \$60,000 of VOCA funds from the NHDOJ, with a total project budget of \$132,016. Matching funds will constitute 55% (\$72,016) of the total project budget, far exceeding the 20% minimum matching requirement (\$26,403).

Of the \$72,016 in match required to complete the total project budget, \$17,625 is committed through a grant from the Norwin & Elizabeth Bean Foundation. The N. & E. Bean funds will be distributed as follows: \$13,173 for Personnel, \$2,485 for Fringe Benefits, \$227 for Travel, \$606 for Supplies, \$89 for Consultant Fees, and \$1,045 for Indirect Costs.

Further match will be provided as In-kind Support totaling \$11,652. This includes 263 hours of student volunteer time through the Immigration Law Clinic Partnership, valued at \$6,039, as well

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as operational support provided by the Clinic (office space and furniture, rent, utilities, equipment, etc.) valued at \$3,723. An additional \$1,890 of in-kind support comes from St. Joseph Hospital in Nashua, NH which covers the OIRS Nashua office's rent.

Other grant proposals are currently submitted and pending with the W. O'Neil Foundation (\$20,000) and the Public Interest Law Foundation (\$10,000). The remaining \$12,739 of matching funds will come from unrestricted and dedicated contributions to Catholic Charities New Hampshire. We continue to seek other grant opportunities in support of OIRS DV/SA case work.

Since this proposal will serve victims of domestic violence and sexual abuse (DV/SA) at no charge, our greatest need is meeting the personnel expenses (\$78,999 in non-volunteer personnel expenses and \$15,645 in fringe benefits) necessary to support skilled, specialized legal services. Grant funds will support Office of Immigration & Refugee Services (OIRS) personnel's work on behalf of immigrant victims of DV/SA as follows:

1. The OIRS Director provides project oversight and management.
2. The DV/SA Project Manager: maintains project records, supervises all project legal work, and supervises project staff.
3. The Attorney / Legal Advocate oversees services to individual clients, represents clients in immigration proceedings, communicates with clients regarding case details, and supervises Immigration Law Clinic student volunteers.
4. The Paralegal manages intake, organizes client case files, translates documents, and assists Project staff with client casework and research.

A small portion of the budget (\$1,350) covers travel expenses, all of which directly relate to delivering services for victims of DV/SA. Travel includes meetings with clients (essential for serving clients unable to reach our offices) and United States Citizenship and Immigration Services (USCIS); travel to court in order to represent clients; and travel on behalf of clients for research/investigation that will support their case.

The budget allocates \$2,910 for supplies. Office supplies are necessary for day-to-day clerical tasks, for example filling out client intake forms. Our services require postage for the mailing of pleadings, petitions, and applications to Immigration Court, USCIS, and other agencies. Every DV/SA client is entered into the Law Logix case management system, which incurs a fee for each case. Law Logix allows us to serve clients more efficiently by providing quick access to records. Our supply budget also includes a prorated portion of the annual Bar License fees for the OIRS Director, Project Manager, and Project Attorney, required for the practice of law.

Although OIRS employs staff with proficiency in Spanish, Vietnamese, French, and Portuguese, there are cases in which we require outside services (entered as consulting fees) for translation or interpretation. OIRS estimates a need for 8 hours of service at \$50/hour, for a total expense of \$400.

Under Other Expenses we have broken down occupancy costs, including: rent, gas, water, electric, telephone, tech./internet, maintenance, and equipment rental/repair as applicable to the two primary offices. Those expenses (prorated for DV/SA activities) equal \$3,723 for the Manchester office and \$7,227 for the Nashua office, for a total of \$10,950. This infrastructure provides a safe and efficient space for OIRS staff to conduct their work. We estimate the value of OIRS space at the Law Clinic, an in-kind contribution from the UNH School of Law, at \$3,723

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since the space is comparable to our Manchester office (in terms of size, amenities, and the proportion of time dedicated to DV/SA cases).

Equipment rental/repair constitutes \$432 (\$190 Manchester + \$242 Nashua) of the \$10,950 total allocated under Other Expenses. The \$190 and \$242 for Manchester and Nashua respectively each include a share of our copier machine contract (rental and repair) with Conway Office Solutions, water cooler services with Crystal Rock, and postage machine lease with Pitney Bowes. This equipment supports the daily administrative work of OIRS staff in Manchester and Nashua:

\$1,322 Manchester office total equipment rental/repair x 0.48 OIRS share x 0.3 DV/SA work = **\$190**

\$1,280 Nashua office total equipment rental/repair x 0.63 OIRS share x 0.3 DV/SA work = **\$242**

Lastly, for indirect costs, Catholic Charities New Hampshire has never negotiated a Federally-approved indirect cost rate, and is eligible to charge a de minimis rate of 10% on Modified Total Direct Costs (MTDC), which amounts to \$11,025. All expenses for this project qualify for this indirect rate. These funds apply to Catholic Charities NH administrative expenses which support OIRS and its personnel, including human resources, IT, finance/accounting, development, and management. Without this organizational support, OIRS would not be able to staff and sustain its work.

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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

Handwritten initials and date:
4/27/16

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

A handwritten signature and the date "4/27/16" are located in the bottom right corner of the page.

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


4/27/16

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

Instructions for Certification:

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

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

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


4/27/16

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.

THOMAS BLONSKI, PRESIDENT & CEO
Name and Title of Head of Agency

Thomas Blonski
Signature

4/27/16
Date

CATHOLIC CHARITIES NEW HAMPSHIRE, 215 MYRTLE ST.
Name and Address of Agency
MANCHESTER, NH 03104

90
4/27/16

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.


4/27/16

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>CATHOLIC CHARITIES NEW HAMPSHIRE</u>	
Address: <u>215 MYRTLE ST., MANCHESTER, NH 03104</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>099369300</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>CATHY CHESLEY, DIRECTOR OF IMMIGRATION & REFUGEE SERVICES</u>	
Telephone Number: <u>603-669-3030</u>	E-Mail Address: <u>cchesley@cc-nh.org</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

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

I, THOMAS BLONSKI [responsible official], certify that CATHOLIC CHARITIES NEW HAMPSHIRE [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 CATHOLIC CHARITIES NEW HAMPSHIRE [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

THOMAS BLONSKI, PRESIDENT & CEO Thomas Blonski 4/27/16
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. § 42.305):

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

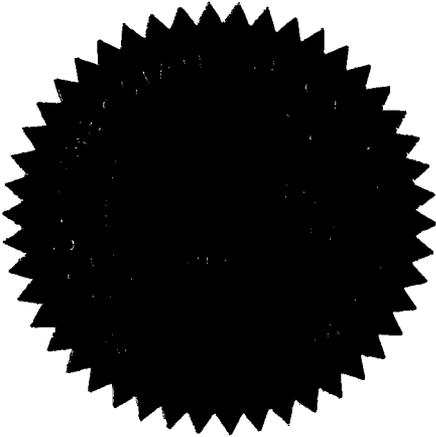
Print or Type Name and Title Signature Date

TS 4/27/16

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 New Hampshire Catholic Charities is a New Hampshire nonprofit corporation formed March 7, 1946. 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 25th day of April A.D. 2016

William M. Gardner
Secretary of State

PO Box 686
Manchester, New Hampshire 03105-0686
T: 603-669-3030/1-800-562-5249
F: 603-626-1252
www.cc-nh.org



Moving Lives Forward

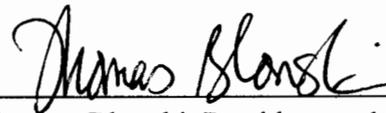
CERTIFICATE OF AUTHORITY

I, Thomas Blonski, do hereby certify that:

- 1) I am the current President and CEO of Catholic Charities New Hampshire.
- 2) The following is a true copy of the resolutions duly adopted at a Meeting of the Trustees held on July 1, 2013:

RESOLVED: That Thomas Blonski as President & CEO, Dominique A. Rust as Vice President & COO, Joanne Hollen as CFO and Michael Lehrman as Vice President for Healthcare Services are hereby authorized as an agent of the Corporation to negotiate, execute and deliver on behalf of the Corporation, any and all contracts, licenses, documents and other business related materials as may be necessary or useful for the ongoing operation of the Corporation, subject to a maximum limit of \$250,000 for the position of President & CEO, and a maximum limit of \$50,000 for the positions of Vice President & COO, CFO and Vice President for Healthcare Services. Commitments in excess of \$250,000 shall require specific approval from the Board of Trustees.

- 3) The foregoing resolution has not been amended or revoked, and remains in full force and effect as of the 9th day of May, 2016.
- 4) The full, signed authorizing document is attached to this notice.



Thomas Blonski, President and CEO
Catholic Charities New Hampshire

TS
4/27/16

NEW HAMPSHIRE CATHOLIC CHARITIES

MEETING OF THE TRUSTEES [July 1, 2013]

BY WRITTEN CONSENT

We, the undersigned, being the Trustees of New Hampshire Catholic Charities ("the Corporation"), hereby consent in writing to the following action:

RESOLVED: That Thomas Blonski as President & CEO, Dominique A. Rust as Vice President & COO, Joanne Hollen as CFO and Michael Lehrman as Vice President for Healthcare Services are hereby authorized as an agent of the Corporation to negotiate, execute and deliver on behalf of the Corporation, any and all contracts, licenses, documents and other business related materials as may be necessary or useful for the ongoing operation of the Corporation, subject to a maximum limit of \$250,000 for the position of President & CEO, and a maximum limit of \$50,000 for the positions of Vice President & COO, CFO and Vice President for Healthcare Services. Commitments in excess of \$250,000 shall require specific approval from the Board of Trustees.

RESOLVED: That Thomas Blonski as President & CEO, Dominique A. Rust as Vice President & COO and Joanne Hollen as CFO are hereby authorized as an agent of the Corporation to establish banking/financial services relationships and open bank/investment or similar accounts in the name of the Company and that, each acting singly on behalf of the Corporation, is authorized to execute such checks, drafts and other documents required to transact the banking/financial services business established pursuant to this resolution.

RESOLVED: That, if the Bank/Financial Institution requires a specific form of resolution in connection with the actions authorized in the foregoing resolution, Thomas Blonski as President & CEO, Dominique A. Rust as Vice President & COO and Joanne Hollen as CFO shall be authorized to execute and deliver the forms of corporate banking/financial institution resolutions from time to time required to effectuate the immediately preceding resolution, copies of which are ordered filed with the official records of the Corporation, as though the same had been presented to the Board of Trustees for approval in connection herewith, the signature of such person thereon to be conclusive evidence of the approval thereof by the authorized signer as so executed.

RESOLVED: That the foregoing resolutions shall remain in effect until revoked by the Corporation's Board of Trustees.

7.1.13

Date



Gary Bouchard
Secretary

4/27/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2016

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 Porter & Curtis, LLC 225 State Road Media, PA 19063	CONTACT NAME: Kiara Lugo	
	PHONE (A/C, No, Ext): 6108919016	FAX (A/C, No): 4844457225
	E-MAIL ADDRESS: Klugo@portercurtis.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED NH CATHOLIC CHARITIES - ADMINISTRATION 215 MYRTLE STREET MANCHESTER, NH 03105	INSURER A: THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC	10083
	INSURER B: CHURCH MUTUAL INSURANCE COMPANY	18767
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 366715 Account: 70000-000 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			RRG 10407-19	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER						MED EXP (Any one person) \$ Not Covered
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ None Applicable
							PRODUCTS - COMP/OP AGG \$ None Applicable
							\$
B	AUTOMOBILE LIABILITY			0500000-09-872843	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per accident) \$
	<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			0500000-07-872842	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Auto Physical Damage			0500000-09-872843	03/01/2016	03/01/2017	Actual Cash Value Less \$500 Ded. Comp & Coll

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The limits include applicable retentions. Evidence of insurance in regards to Grant #5021-072-2017VL01.

CERTIFICATE HOLDER

STATE OF 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

Kiara Lugo

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4/27/16

NH Workers' Compensation Ins.



INSURANCE PROPOSAL

Prepared for:

New Hampshire Catholic Charities

Policy Period: 11/1/2015 to 11/1/2016

Presented by: Sean Hood
NH President
Richard A. Carr, CIC
Executive Vice President
Linda Jaeger, CIC
Account Executive

Date Prepared: October 23, 2015

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes.

USI New England · 3 Executive Park Dr., Suite 300 · Bedford, NH 03110 · 800.639.4671 · www.usi.biz

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AS
4/27/16

Workers Compensation

Coverage				Limits	
<u>Employers Liability</u>					
Bodily Injury by Accident – Each Accident				\$ 1,000,000	
Bodily Injury by Disease – Policy Limit				\$ 1,000,000	
Bodily Injury by Disease – Each Employee				\$ 1,000,000	
<u>Premium Basis</u>					
Loc.	State	Code	Classification	Current Exposure	Renewal Exposure
#1	NH	8810	Clerical Office Employees	\$3,286,185	\$3,306,293
	NH	8864	Social Service Organization – All Employees, Salespersons, & Drivers	\$1,076,879	\$858,772
#2	NH	8810	Clerical Office Employees	\$41,604	\$39,587
	NH	8829	Convalescent or Nursing Home	\$551,762	\$571,654
#3	NH	8810	Clerical Office Employees, NOC.	\$272,152	\$290,010
	NH	8829	Convalescent or Nursing Home	\$2,733,109	\$2,726,312
#4	NH	8810	Office Employees, NOC	\$449,596	\$478,96
	NH	8829	Convalescent or Nursing Home	\$4,711,999	\$4,861,307
#5	NH	8810	Clerical Office Employees, NOC	\$332,466	\$341,714
	NH	8829	Convalescent or Nursing Home	\$2,162,642	\$2,196,249
	NH	8826	Retirement Living Center	\$47,267	\$48,860
#6	NH	8810	Clerical Office Employees, NOC	\$54,726	\$28,418
	NH	8864	Social Service Organization – All Employees, Salespersons, & Drivers	\$379,955	\$156,486
#7	NH	8810	Clerical Office Employees, NOC	\$256,108	\$266,492
	NH	8829	Convalescent or Nursing Home	\$2,023,266	\$2,017,765
	NH	8826	Retirement Living Centers	\$52,954	\$54,564



Handwritten signature and date: 4/27/16

#8	NH	8829	Convalescent or Nursing Home	\$1,489,833	\$1,471,243
	NH	8810	Clerical Office Employees, NOC	\$192,078	\$206,725
#9	NH	8810	Clerical Office Employees, NOC	\$294,486	\$332,466
	NH	8829	Convalescent or Nursing Home	\$1,921,973	\$1,860,317
	NH	8826	Retirement Living Center	\$38,442	\$45,336
#10	NH	8810	Clerical Office Employees, NOC	\$290,712	\$305,531
	NH	8829	Convalescent or Nursing Home	\$2,917,301	\$2,939,659
#11	NH	8810	Clerical Office Employees , NOC	\$337,967	\$383,665
	NH	8829	Convalescent or Nursing Home	\$1,660,055	\$1,799,775
#12	NH	8810	Clerical Office Employees , NOC	\$545,230	\$558,319
	NH	0005	Farm, Nursery & Drivers	\$28,128	\$29,100
	NH	8864	Social Service Organization – All Employees, Salespersons, & Drivers	\$580,313	\$631,179
#13	NH	8810	Clerical Office Employees, NOC	\$27,162	\$28,294
	NH	8864	Social Service Organization – All Employees, Salespersons, & Drivers	\$136,113	\$181,385
#14	NH	8829	Convalescent or Nursing Home – Shared Nursing	\$260,005	\$231,977
#15	NH	8835	Public Health Nursing	\$225,000	N/A
	NH	8810	Clerical Office Employees, NOC	\$149,999	N/A
	NH	8829	Convalescent or Nursing Home	\$ " If Any"	N/A

Premium Basis subject to an annual audit.

The 2014 estimated payroll is \$29,517,471 and the 2015 estimated payroll is \$29,248,422.

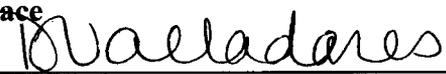
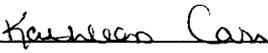


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GRANT AGREEMENT

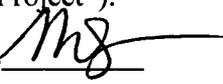
The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

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 Court Appointed Special Advocates of NH (CASA) of NH		1.4. Subrecipient Address PO Box 1327, Manchester, NH 03105-1327	
1.5 Subrecipient Phone # (603)626-4600	1.6. Account Number 02-20-20-201510-5021	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$41,000
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 4/28/16 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, J.P.	
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) KATHLEEN Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 5/10/16	
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").

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Subrecipients initials 

Date 4/28/16

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 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. 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

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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 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: Court Appointed Special Advocates (CASA) of New Hampshire

DUNS Number: 968642082

SAM Registration Expiration Date: 4/5/17

Federal Funds Requested: \$41,000

1. Project Title: Expand, Enhance and Support CASA of NH Legal Services

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

Project end date: 6/30/2017

3. Project Director: Marcia R. Sink, President/CEO

Telephone: (603) 626-4600

Email: m_sink@casanh.org

4. Financial Officer: Thomas Buchanan, Treasurer, Board of Directors

Telephone: (603) 537_1313

Email: buchanan@derry medicalcenter.com

5. Primary contact person for this project is: Marcia R. Sink

Address: PO Box 1327 Manchester, NH 03105-1327

Telephone: (603) 626-4600

Email: m_sink@casanh.org

6. Certification Required:

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

Signature of signing authority: Marcia Sink Date: 4/1/2016

Address: PO Box 1327 Manchester, NH 03105-1327

Telephone: (603) 626-4600

Email: m_sink@casanh.org

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Subrecipient Initials MS

Date 4/28/16

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.

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. CASAs sole mission is to provide advocacy services to children involved in abuse and neglect proceedings before the NH courts and no other organization in the state provides this critical service.

CASA of NH was founded in 1989 when Marcia "Marty" R. Sink of Manchester – who still serves as President and CEO – was inspired and challenged to do so by her experience as a foster parent. Founding members of the NH program orchestrated a comprehensive, effective, and accountable method of screening, training, and supervising volunteers by experienced staff professionals. In 2015, CASA of NH volunteers advocated for the best interests of 1,102 children from 694 families. Our volunteers contributed over 60,500 hours of their time and logged more than 443,000 miles to aid child victims. Since 1989, the collective efforts of more than 1,800 CASA/GALs have served more than 8,600 children. It is CASA of NH's overarching goal to be available for 100% of the cases that arise in the state.

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 juvenile court system. These children and young adults range in age from birth to 21 and a high percentage are infants and toddlers. CASA is court appointed to act as the Guardian Ad Litem in these cases. We provide the court with a trained volunteer advocate who will take the case and advocate for these children. We estimate that CASA of NH saved the state more than 3 million dollars in 2015 through our volunteer services.

We have proven ourselves to be a valuable asset to the state court system and NH state statutes now require our services.

NH state statute RSA 169-C:10 I. clearly states that a CASA/GAL shall be appointed:

"In cases brought pursuant to this chapter involving a neglected or abused child, the court shall appoint a Court Appointed Special Advocate (CASA) for the child..."

If there is no CASA/GAL available, the court can appoint an attorney or other GAL. The statute further states:

"The CASA guardian ad litem shall have the same authority and access to information as any other guardian ad litem."

In New Hampshire, there are 3 "parties" in abuse/neglect cases: DCYF, the parents and the child/GAL. The child has a fundamental constitutional right to be safe and cared for and a statutory right to be free of intra-family abuse and neglect, i.e. in a safe, permanent home. New Hampshire law vests all abused/neglected children in the court system with the right to a GAL. The child also has a right to State funded services (e.g. counseling) to address the harm suffered as a result of abuse and neglect. Judges have the discretion to appoint an attorney for a child when the child and his/her GAL are in disagreement over a material dispositional issue.

Recently, an increased number of children have come into the New Hampshire court system due to the drug epidemic in our state. According to the New Hampshire Department of Health and Human Services, the number of people admitted to state treatment programs increased 90 percent for heroin use

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and 500 percent for prescription drug abuse over the last 10 years, with the largest increases occurring in just the last two years. Parental substance abuse and dependence have a negative impact on the physical and emotional well-being of children because home environments become chaotic and unpredictable, leading to child abuse. The children's physical and emotional needs often take a back seat to their parents' activities related to obtaining, using, or recovering from the use of drugs. New Hampshire and society as a whole have a major interest in how child protection systems respond to children who are the victims of abuse and neglect. This epidemic has had a direct impact on our organization and our capacity to serve these young victims. Since July of 2015 we have seen a 30 percent increase in the number of cases referred to us by the NH Courts and now over 60% of the cases we represent involve drug abuse by one or both parents. This unprecedented increase in requests for our services is straining our capacity to serve needy children.

We currently have 440 volunteer advocates with six offices around the state: Manchester, Plymouth, Berlin, Colebrook, Dover and Keene. We have a staff of 23 people, the majority of whom work directly in supporting our advocates in their work with children. Our ten program managers work directly with advocates and two Program Directors oversee standards, training, case management and advocate support. The staff attorney is also a key member of our organization. This position is part-time (32 hours/ week) but covers all Circuit Courts in the state of New Hampshire. Although CASA advocates are able to serve as a GAL without the need for legal counsel at most times, the staff attorney is required to assist the CASA/GAL perform such duties as: appearing in court when circumstances require, filing motions and responding to other attorneys' motions, providing representation during appeals proceedings, and reviewing and giving input on court reports.

CASA of NH has been fortunate to benefit from donated legal services from several law firms when there has been a conflict of interest or attorney vacation, but with the increased number of cases and the added case complexity created by families with substance abuse and addiction issues it has become challenging to adequately support our advocates with just one attorney. Additionally, our insurance provider has recently indicated concerns about the staff-to-attorney ratio currently being provided and has indicated that our organization will need to provide additional legal services resources. For this reason CASA of NH is seeking funding from this grant to add a second attorney (part-time) to our staff. The addition of this position will help sustain current legal services as well as expand and enhance our capacity to provide legal counsel for all cases of abuse and neglect that we assume representation for in the NH court system.

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**

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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.

There are times in abuse and neglect proceedings where the child requires that the Guardian ad Litem be represented by an attorney in order to serve the child's "best interest." Within the past 12 months the CASA staff attorney has filed appearances and motions when matters are of an urgent legal nature. Some examples include: motions to maintain supervised visitation when a CASA/GAL had a concern for safety of a child, motions for immediate hearing, motions for immediate placement, motions to quash subpoenas of CASA/GAL testimony in non-child protection matters, responses to motions to remove a CASA/GAL, responses to motions to dismiss petitions to terminate parental rights. It is critical for our advocates and the children they serve that they continue to have the services of an attorney when required.

CASA of NH currently has one attorney who files appearances in all of the Circuit Courts across the state. Our vision and strategic plan is to provide 100 % coverage for abuse and neglect cases in New Hampshire. Currently we are able to accept only 85 % of the case assignments we receive from the Circuit Court and the case load is growing exponentially due to the drug epidemic in our state. With the increased number of cases and the added case complexity it has become extremely challenging to adequately support our volunteer advocates.

One third of CASA's funding comes through its contract with the Judicial Council and the State of New Hampshire. Every biennium CASA submits a response to the State RFP to provide GAL services in Abuse and Neglect and limited Termination of Parental Rights cases related to the abuse and neglect. Our contract with the state requires insurance coverage for the organization and for the attorney. We must expand our capacity to deliver legal services in order to maintain our insurance coverage. This concern combined with providing adequate legal support to our 400+ volunteer advocates makes this undertaking of adding second part-time attorney a priority.

Currently when an advocate is working on a case there are several ways in which they might have the urgent need for a staff attorney to become involved.

- If an attorney for the state or for the parents files a motion or pleading that CASA must respond to , the advocate will involve a staff attorney
- If the issues in the case cannot be resolved without a hearing before a judge, then the staff attorney is involved; immediate changes in placement and changes in visitation and custody
- If the child needs additional legal services, the staff attorney will ask for appointment of an outside attorney. This has occurred several times with the children who come into care from immigrant parents. There may be immigration issues which require special expertise
- A recent case involved a young woman who was also the victim in several criminal cases of abuse and sexual assault who needed an attorney appointed to help her navigate a proceeding including her young child.

For these reasons we seek funding from this grant to expand and enhance of legal services.

Goal: *To expand CASA of NH's legal services to cover 100% of abuse and neglect cases that our assigned to our organization by the NH court system.*

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Objective 1: Support current legal services and expand the capacity of CASA of NH legal services by adding a second part-time attorney to our staff.

Activity: Utilizing VOCA funds, CASA will support the position of an additional part-time attorney.

Objective 2: Obtain accreditation for CASA of NH to receive pro bono services from NH law firms.

Activity: Develop an application to the state to be accepted as a recipient for pro bono services.

Activity: Create a list of judges and prominent attorneys familiar with our organization that would support the application.

Objective 2: Obtain voluntary legal services from NH law firms throughout the state.

Activity: Identify four law firms in various areas of the state that would provide back-up legal counsel at no cost.

Performance Measures:

Achieving the goal of representing 100% of the children in need will most importantly be measured by increasing the number of child victims CASA of NH is able to represent. 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 capacity of our organization to provide legal services to young victims will enable us to realize our goal.

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

CASA of NH is now in our 27th year of providing advocacy to New Hampshire's children and we have developed a broad base of support. We have obtained substantial fiscal backing from the New Hampshire Legislature through a major contract with the Judicial Council. Moreover, because Federal and State law mandate the appointment of a *Guardian ad Litem* for abused children in court cases, New Hampshire has a continuing obligation to fund that advocacy.

We also have been awarding grants from the National CASA Association as well as public and private foundations and corporations. Last year we received major support from the William Randolph Hearst Foundation, the Neil and Louise Tillotson Fund of the NH Charitable Foundation, the Couch Family Foundation, the Hypertherm HOPE Foundation and others. We also obtain funding from municipal grants; corporate giving; individual donations; and various community fundraising events and projects by and for CASA every year. These successes continue to be significant indicators of long-term viability of our organization.

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

It is vital that CASA of NH continually learns as an organization and conducts course corrections as needed. In various ways, CASA staff and Board are continuously evaluating our current and future situations. We encourage feedback from our judges and stakeholders – e.g., DCYF (Division of Children, Youth and Families) and other social service agencies. We encourage them to join us in regular dialogue regarding challenges, concerns, and setbacks that we collectively face, as well as advancements and improvements that will benefit children.

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Subrecipient Initials



Date



We periodically publish surveys to give the organization an immediate, quantifiable look at staff performance and system effectiveness. Our volunteers complete these surveys and provide feedback on all areas of involvement, from training to ongoing support to direct management issues.

For statistical and detail monitoring of our cases, we use database software called CASA Manager which is designed to provide quantitative evidence of the impact that CASA/GALs have on the lives of the abused children they serve. This same database has the ability to track involvement of our in-house legal services so we can track and gauge time spent on cases moving forward. These reports could be generated quarterly or as needed.

Through our database software, internal fundraising and bookkeeping tools, and technical support staff, any grant-related data needed by the NH Department of Justice can be procured in a timely matter. All requests for this information can be made through our administrative offices in Manchester, New Hampshire.

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

Executive oversight and management of this grant project will rest with Marcia Sink, who founded CASA of NH in 1989 and remains our President/CEO. Ms. Sink oversees day-to-day operations of CASA of NH and is aided by our Senior Management Team and program staff. CASA of NH is also grateful to have a dedicated Board of Directors. Our Board Finance Committee has monthly oversight of all fiscal management and the Board of Directors 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.

An independent audit is completed on an annual basis, most recently by Hession & Pare, PC located in Manchester, NH.

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

[Type text]

Subrecipient Initials



Date



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
Staff Attorney #2	\$40,560 gross wage x 79.635% fed port =	\$32,300	\$8,260

Category A Personnel Sub-Total Federal:	\$32,300	Match:	\$8,260
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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
Taxes-FICA	Wage \$40,560 x 7.65% x 79.635% =	\$2,471	\$632
Taxes-SUTA	Wage \$14,000 x .5% x 79.635% =	\$ 56	\$ 14
W/C Ins	Wage \$40,560 x .62% x 79.635% =	\$200	\$ 51

Category B. Fringe Benefits Sub-Total Federal:	\$2,727	Match:	\$697
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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
Travel to other NH CASA offices	1923miles@.52/mile x 79.635%	\$ 796	\$ 204	

Category C. Travel Sub-Total Federal:	\$796	Match:	\$204
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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.

<u>Item</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
Laptop for new position	\$1500 x 79.635%	\$ 1,195	\$ 305

Category D Sub-Total Federal:	\$1,195	Match:	\$ 305
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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.

<u>Supply Items</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
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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.

<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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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	\$32,300	\$8,260
B. Fringe Benefits	\$ 2,727	\$ 697
C. Travel	\$ 796	\$ 204
D. Equipment	\$ 1,195	\$ 305
E. Supplies		
F. Construction		
G. Consultants/Contracts		
H. Other	\$ 3,982	\$ 1,018
Total Direct Costs		
I. Indirect Costs		
Total Project Costs	\$41,000	\$10,484

Federal Request	\$41,000
Non-Federal Match Amount	\$10,484

[Type text]

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New Hampshire Department of Justice

BUDGET NARRATIVE:

Budget items under personnel include salary for 1 new staff attorney position. 100% will be spent on direct service to child victims of abuse and is, therefore, an allowable expense. Through completion of the following directives, the staff attorney will be closely involved in each case they are needed as follows:

- Assist CASA/GALs to perform their duties in the court system
- Appear in court when circumstances require
- File motions and respond to other attorneys' motions
- Provide representation during appeals proceedings
- Reviewing and providing input on court reports

Social Security & Other Fringe Benefits:

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 100% of actual salary.

Other Funds to cover the match:

General Donations and Fundraisers = \$10,484

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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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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.

Marcia Sink President / CEO CASA of NH
Name and Title of Head of Agency

Marcia Sink
Signature

April 28, 2016
Date

Court Appointed Special Advocates of NH, 138 Coolidge Ave,
Name and Address of Agency Manchester NH

- 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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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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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 of NH</u>	
Address: <u>PO Box 137 138 Cobble Ave Manchester NH 03105</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>968642082</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Marcia Sink / Pres/CEO</u>	
Telephone Number: <u>603-636-4600</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.

- | | | |
|--|--|--|
| <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, Marcia Sink [responsible official], certify that Court Appointed Special Advocates of NH [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 of NH [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 Print or Type Name and Title Marcia Sink Signature April 28 2016 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 "Wm 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.**

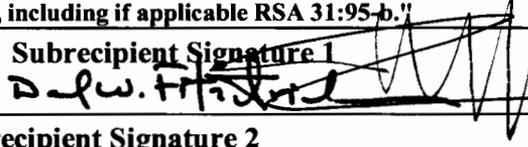
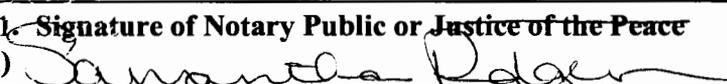
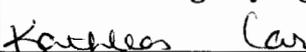
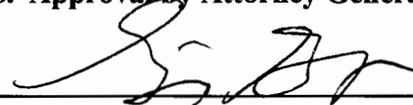
By: 
Maria Proulx, Secretary

April 13, 2016

GRANT AGREEMENT

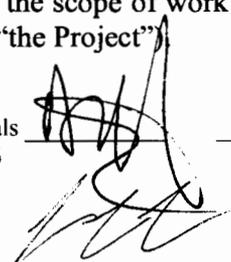
The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

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 City of Rochester		1.4. Subrecipient Address 31 Wakefield Street, Rochester, NH 03867	
1.5 Subrecipient Phone # (603) 335-7519	1.6. Account Number 02-20-20-201570-5021	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$25,836
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 Daniel W. Fitzpatrick, City Manager	
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>Strafford</u> , on <u>5/4/16</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 SAMANTHA RODGERSON Notary Public - New Hampshire My Commission Expires September 18, 2018			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Assistant Attorney General, On: <u>5/10/16</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 _____
Page 1 of 6



MAY 04 2016
Date 5/5/16

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 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

STATE OF NH
DEPT OF JUSTICE

[Handwritten Signature]
5/5/16

- 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.



Handwritten signature and date: 5/5/16

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: The City of Rochester, N.H.
DUNS Number: 073960874
SAM Registration Expiration Date: 10/04/2016
Federal Funds Requested: \$25,836.00

1. Project Title: Victim Witness Advocacy Program

2. Grant Project start date: July 1, 2016

Project end date: June 30, 2017

3. Project Director: Terence O'Rourke

Telephone: 603-335-7564

Email: terence.orourke@rochesternh.net

4. Financial Officer: Blaine Cox

Telephone: 603-335-7505

Email: blaine.cox@rochesternh.net

5. Primary contact person for this project is: Julian Long

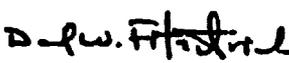
Address: 31 Wakefield Street, Rochester, NH 03867

Telephone: 603-335-7519

Email: julian.long@rochesternh.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:  Date: MAR 16 2016
Dan Fitzpatrick, City Manager

Address: 31 Wakefield Street, Rochester, NH 03867

Telephone: 603-332-1167

Email: dan.fitzpatrick@rochesternh.net

 5/5/16

Section 2: Narrative Questions

VOCA Application Project Narrative: Scope of Work
This section is limited to 15 pages maximum, size 12 pt. font

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

The City of Rochester, New Hampshire, is an urban/suburban community of approximately 30,000 residents that is located in southeastern New Hampshire within Strafford County. According to 2010 U.S. Census data, the City of Rochester is the sixth most populous city in the state of New Hampshire, ranking just a few hundred less residents beneath the neighboring City of Dover. Federal Bureau of Investigation (FBI) data from 2014 states that there were 115 violent crimes within Rochester that year, including one murder, compared to 41 violent crimes in the similarly-sized Dover. FBI data also states that there were 1,245 property crimes during the same year. In comparison, the City of Dover had only 461 property crimes in 2014.

Despite Rochester's significant population and crime presence, the city does not have a victim witness advocacy program. Victim witness advocates initiate and maintain contact with victims of criminal cases and provide ongoing support while victims are involved in the criminal justice system. The criminal justice system can be confusing and stressful for the general public, and that is especially true when someone has just experienced the trauma of being the victim of a crime. Providing guidance and support for crime victims through a specific advocacy program not only reduces trauma for the victim but also enhances the prosecutor's success in obtaining a favorable court outcome. Several of Rochester's neighbors, including the City of Dover as well as the City of Portsmouth, already have successful victim witness advocacy programs in place.

There are several demographic factors that make it especially essential that the City of Rochester obtain funding to implement a victim witness advocacy. First, the City of Rochester is significantly less wealthy than its surrounding neighbors. According to 2015 data from the U.S. Department of Housing and Urban Development (HUD), the median family income for the Portsmouth-Rochester Metropolitan Area was \$86,100. In contrast, according to 2016 data from the New Hampshire Economic and Labor Market Information Bureau, the median family income for just the City of Rochester is \$58,531. This same set of data also states that 13.5% of Rochester residents live below the poverty line. Free, public advocacy services are therefore especially important for Rochester residents.

Second, the City of Rochester has a much lower rate of higher education than its neighbors. According to 2010 Census data, only a bit over 20% of Rochester residents have a bachelor's degree or higher, while nearly 40% of Dover residents and 55% of Portsmouth residents have at least a bachelor's degree. Third, the City of Rochester has higher percentages of its population who are minor children—22% of the population, according to 2010 Census data, compared to Portsmouth's 17% and Dover's 20%—and non-elderly persons with disabilities—almost 13% of Rochester's population, according to the same census data, which is significantly higher than Portsmouth's 7% and Dover's 8%.



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There are other at-risk populations within the City of Rochester, as well. The 2010 Census data, for example, indicates that nearly 15% of the City of Rochester is 65 years or older, meaning that over one in ten Rochester residents is elderly. Reports from the City's Legal Department and Police Department indicate that crimes involving financial fraud especially target older residents. In addition, data and analysis from the UCLA School of Law's Williams Institute found that Rochester was one of the top eight cities within the state of New Hampshire in terms of numbers of same-sex couples present within the city.

All of these populations are especially vulnerable and in need of victim witness advocacy services. Some populations, such as elderly residents, are particularly targeted for certain categories of crime. Other populations, such as LGBT and low-income residents, may need additional support in the wake of a crime. According to a victim-witness assistance monograph published jointly by the U.S. Department of Justice and National Institute of Law Enforcement and Criminal Justice, crime victims "often are the very old, young and poor," and it is "the young, the poor and uneducated who are most frequently victimized yet least able to cope with the consequences."

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.

The proposed project will fund a part-time staff person to serve as victim witness advocate for the City of Rochester's Legal Department and, simultaneously, to establish a victim witness advocacy program within the City of Rochester. The program will provide individualized services to all victim witnesses who come into contact with the criminal justice system, including but not limited to intake processing; sensitive and compassionate education on the criminal justice system and procedures; referrals to appropriate social services, such as sexual assault survivor programs, emergency shelters, or mental health services; accompaniment to court proceedings and, as needed, transportation assistance; and assistance in obtaining restitution, where such is possible.

The victim witness advocacy program will also provide important education and trainings to relevant social service agency personnel, collect and maintain statistical data on crime victims, conduct public outreach to inform Rochester residents about the existence and services of the program, and develop and publish relevant educational and promotional materials. Trainings and materials will be targeted both for the general public and for identified demographics particularly in need of victim witness advocacy services, including but not limited to children under the age of 18, residents with disabilities, residents who have not undertaken secondary education, and low-income residents.

Once the victim witness advocate position is established, the victim witness advocate will also research appropriate grants and other funding opportunities to help sustain and grow the program. The victim witness advocate position will be housed within the City



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of Rochester's existing Legal Department, and the victim witness advocate will report to the City Attorney.

- b. Existing projects - describe how additional grant funding will enhance, expand 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.

N/A. This is a new project.

- 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 goals of the victim witness advocacy program implementation include: (1) increased cooperation among law enforcement personnel, the City's Legal Department, the City's prosecutor, and crime victim witnesses; (2) increased connection of crime victim witnesses to appropriate, supportive social services; and (3) more efficient handling and prosecution of criminal cases, aided by the cooperation of crime victim witnesses. For all goals, there also will be a focus on reaching particularly vulnerable subpopulations within the City, including but not limited to children under the age of 18, residents with disabilities, residents who have not undertaken secondary education, and low-income residents.

The victim witness advocacy program will achieve these goals through a variety of different activities and approaches. One set of activities will focus on directly supporting and serving crime victims through the provision of sensitive and compassionate education on the criminal justice system and procedures; referrals to appropriate social services, such as sexual assault survivor programs, emergency shelters, or mental health services; accompaniment to court proceedings and, as needed, transportation assistance; and assistance in obtaining restitution, where such is possible. Another set of activities will focus on educating and training relevant direct-services social service agencies on supportive approaches to working with crime victims, building relationships and networks between City departments and relevant social service agencies, and developing policies and procedures that center the needs of crime victims within the criminal justice process.

Performance measures will involve the tracking of crime victims' experiences with the criminal justice system through confidential surveys; regular meetings with relevant social service agencies to discuss progress and clients served, including any

 5/5/16

demographics that remain underserved; and the tracking and analysis of criminal cases brought to court, criminal convictions obtained, and other relevant court data.

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

The City of Rochester plans to provide 20% of the initial funding for creation and implementation of the victim witness advocacy program. Once established, the City will maintain the program and its staff person through a combination of funding through the Legal Department's general operating budget and government and private grants. Once the victim witness advocate position is established, one of the victim witness advocate's job duties will be to research appropriate grants and other funding opportunities to help sustain and grow the program.

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

Performance measures will involve the tracking of crime victims' experiences with the criminal justice system through confidential surveys; regular meetings with relevant social service agencies to discuss progress and clients served, including any demographics that remain underserved; and the tracking and analysis of criminal cases brought to court, criminal convictions obtained, and other relevant court data. The victim witness advocate will also meet regularly, most likely on a weekly basis, with both Legal Department and Police Department personnel to discuss program initiatives and goal progress. Goals and activities will be modified as needed, based on performance data obtained.

In addition, the victim witness advocate, as an employee of the City of Rochester, will be subject to the City's existing personnel performance monitoring policies. This includes regular informal performance discussions with the supervising City Attorney as well as an annual formal evaluation that involves discrete performance categories, discussion of achieved performance goals, and planning for the next year's performance goals.

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

The City of Rochester is a municipal entity that has a budget for FY 2016 of \$22.6 million. Recent financial audits of the City of Rochester have not resulted in any findings or concerns, and the last several years' audits have all expressed unmodified opinions on the City's financial statements. In 2014, Moody's upgraded the City of Rochester's financial rating to Aa3, and Standard and Poor's upgraded the city's bond rating to AA in the same year.

In addition, the City manages several federal grants, some of which the City has received for many decades. Rochester receives Community Development Block Grant (CDBG) funds, through the U.S. Department of Housing and Urban Development, as one of five entitlement communities within the state of New Hampshire. The CDBG grant award for FY 2015-2016 was



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\$227,062. Last year, Rochester also assumed fiscal agent status for Bridging the Gaps: The Rochester Community Coalition for Alcohol and Drug Prevention and the management of Bridging the Gaps' \$125,000 annual grant through the federal Substance Abuse and Mental Health Services Administration. A Homeland Security grant has been awarded recently to the City of Rochester for infrastructure upgrades, as well.

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

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Section 3: Budget and Budget Narrative

New Hampshire Department of Justice Budget Detail Worksheet

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

<u>Name/Position</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
TBD/Victim Witness Advocate	Part-Time (100% on grant project)	\$24,000.00	\$6,000.00

Category A Personnel Sub-Total	\$24,000.00	Match:	\$6,000.00
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B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Individual fringe benefits must be listed by amount and percentage.

<u>Name/Position</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
TBD/Victim Witness Advocate	Part-Time (100% on grant project)	\$1,836.00	\$459.00

Category B. Fringe Benefits Sub-Total	\$1,836.00	Match:	\$459.00
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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.

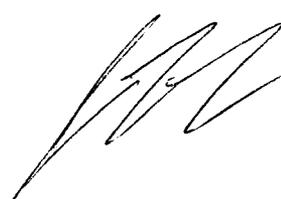
Name of Consultant **Service Provided** **Computation** **Federal** **Match**

Category G-1 Consultant Fees: Sub-Total		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		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		Match:	
---	--	---------------	--

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		Match:	
--	--	---------------	--

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

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

Category I. Indirect Costs Sub-Total		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	Federal	Match
A. Personnel	\$24,000.00	\$6,000.00
B. Fringe Benefits	\$1,836.00	\$459.00
C. Travel	\$0.00	\$0.00
D. Equipment	\$0.00	\$0.00
E. Supplies	\$0.00	\$0.00
F. Construction	\$0.00	\$0.00
G. Consultants/Contracts	\$0.00	\$0.00
H. Other	\$0.00	\$0.00
Total Direct Costs	\$25,836.00	\$6,459.00
I. Indirect Costs	\$0.00	\$0.00
Total Project Costs	\$25,836.00	\$6,459.00

Federal Request	\$25,836.00
Non-Federal Match Amount	\$6,459.00

New Hampshire Department of Justice

BUDGET NARRATIVE:

The proposed project will fund a part-time staff person to serve as victim witness advocate for the City of Rochester's Legal Department and, simultaneously, to establish a victim witness advocacy program within the City of Rochester. The program will provide individualized services to all victim witnesses who come into contact with the criminal justice system, including but not limited to intake processing; sensitive and compassionate education on the criminal justice system and procedures; referrals to appropriate social services, such as sexual assault survivor programs, emergency shelters, or mental health services; accompaniment to court proceedings and, as

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needed, transportation assistance; and assistance in obtaining restitution, where such is possible. Training, educational, and liaison services will also be key components of the project.

The matching funds for this project will be provided through a specific line item within the City of Rochester Legal Department's budget. These matching funds were approved and appropriated in the Legal Department's FY 2015-2016 budget.

Project costs are limited to the salary and benefits of the staff position of Victim Witness Advocate. Costs of standard office supplies, such as paper, computer equipment, and telephones, will be covered through the existing Legal Department operating budget. Extensive travel is not anticipated for this position, and there will be no construction or contractual costs associated with the program.

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State of New Hampshire Contract Exhibit B

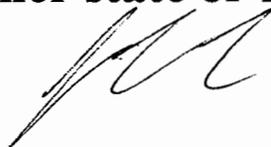
SCHEDULE OF PAYMENT

- 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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ACH Payments Information

Bank:

Citizens Bank
900 Elm Street
Manchester, NH 03101

Bank Contact:

Christine N. Therrien
Senior Vice President
603-634-7174

Account Information:

Name: General Fund
Number: 3303012573
Routing Number: 011401533 (ACH)

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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.

 5/5/16

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.

Daniel W. Fitzpatrick, City Manager
Name and Title of Head of Agency

D.W. Fitzpatrick
Signature

MAY 04 2016
Date

City of Rochester, 31 Wakefield St., Rochester, NH 03867
Name and Address of Agency

[Handwritten Signature] 5/5/16

- 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.

 5/5/16

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.

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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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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>The City of Rochester, Legal Department</u>	
Address: <u>31 Wakefield St., Rochester, NH 03867</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>073960474</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Julian Long, Grants Manager</u>	
Telephone Number: <u>603-335-7519</u>	E-Mail Address: <u>julian.long@rochester.nh.net</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input 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, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [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

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, Daniel W. Fitzpatrick, City Manager [responsible official], certify that the City of Rochester [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:

the City of Rochester, N.H. [organization],

31 Wakefield St., Rochester, NH 03867 [address].

Daniel W. Fitzpatrick, City Manager
Print or Type Name and Title

D. W. Fitzpatrick
Signature

MAY 04 2016
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

[Signature] 5/5/16

Section D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

Sub-Recipient Agency Name/Address	Sub-Recipient DUNS Number
N/A	

If additional space in necessary, please duplicate this page.

JAC 5/5/16

CERTIFICATE OF AUTHORITY

I, Kelly Walters, City Clerk for the City of Rochester, New Hampshire do hereby certify that:

- (1) The City Council voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The City Council further authorized the City Manager to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

Daniel W. Fitzpatrick

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the City of Rochester, New Hampshire this 4th day of May, 2016.

Kelly Walters
 Kelly Walters, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 4 day of May, 2016, before me Marcia H. Roddy, the undersigned officer, personally appeared Kelly Walters, City Clerk, who acknowledged herself to be the City Clerk for the City of Rochester, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marcia H. Roddy
 Justice of the Peace/Notary Public
 Commission Expiration Date: _____

(Seal)

MARCIA H. RODDY
Notary Public - New Hampshire
My Commission Expires June 24, 2020

[Handwritten signature] 5/5/16



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: City of Rochester 31 Wakefield Street Rochester, NH 03867	Member Number: 280	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2015	7/1/2016	Each Occurrence	\$ 5,000,000
<input type="checkbox"/>	Professional Liability (describe)	7/1/2016	7/1/2017	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	7/1/2015	7/1/2016	Combined Single Limit (Each Accident)	\$5,000,000
	Deductible Comp and Coll:	7/1/2016	7/1/2017	Aggregate	\$5,000,000
	<input type="checkbox"/> Any auto				
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> Statutory	
		7/1/2016	7/1/2017	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)	7/1/2105	7/1/2016	Blanket Limit, Replacement Cost (unless otherwise stated)	
		7/1/2016	7/1/2017		Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 5/11/2016 tdenver@nhprimex.org
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

[Handwritten Signature] 5/11/16