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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

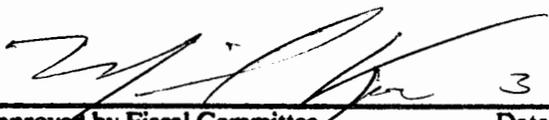
JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

February 17, 2016

The Honorable Neal M. Kurk, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301


Approved by Fiscal Committee 3/2/16
Date

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

REQUESTED ACTIONS

1. Pursuant to RSA 14:30-a VI, authorize the Department of Justice to accept and expend a new grant award from the US Department of Justice Office on Violence Against Women, titled Sexual Assault Justice Initiative (SAJI), in the amount of \$399,622 for the purpose of implementing best practices for the investigation and prosecution of adult sexual assaults and enhancing the coordinated response procedures for adult sexual assaults in New Hampshire upon the Fiscal Committee and Governor and Executive Council approvals through June 30, 2017. 100 % Federal Funds.

Funds are to be budgeted in 02-20-20-201510-52020000, Department of Justice, Grant Administration, titled FY 2016 SAJI Grant as follows:

<u>Class/Expense</u>	<u>Class Title</u>	<u>Amount</u>
040-500800	Indirect Costs	\$984
041-500801	Audit Fund Set-Aside	\$3,996
072-502627	Grants Federal-Discretionary	\$394,642
Total		<u>\$399,622</u>
 <u>Source of Funds</u>		
000-401859	Federal Funds	<u>\$399,622</u>

2. Upon approval of paragraph 1, authorize the Department of Justice to enter into subgrants with the entities listed below in the amount of \$383,708, from the FY 2016 SAJI to improve services to adult victims of sexual assault through the implementation of best practices relating to the investigations and prosecutions of such crimes upon Governor and Executive Council approval through June 30, 2017. 100% Federal Funds.

Funding is available in account number 02-20-20-201510-5202, Department of Justice entitled FY 2016 SAJI grant as follows:

<u>Class/Expense</u>	<u>Agency</u>	<u>Vendor #</u>	<u>Amount</u>
072-500575	Department of Safety	177878-B001	\$369,008
072-500576	NH Coalition Against Domestic and Sexual	155510-B001	\$ 14,700

EXPLANATION

The Department of Justice requests authorization to accept and expend this discretionary grant titled Sexual Assault Justice Initiative (SAJI) from the US Department of Justice, Office on Violence Against Women. These funds were not previously budgeted because the funding was awarded on a competitive basis with no guarantee that New Hampshire would receive an award. This funding is designed to enhance the community response to adult sexual violence with an emphasis on investigation and prosecution.

The Department of Safety, Division of State Police (DOS) will be the lead subgrantee on this program to coordinate and develop the best practices for investigators and prosecutors relating to adult sexual violence. The six rural county attorney offices partnering on, and benefiting from, this project include Grafton, Sullivan, Belknap, Carroll, Coos and Cheshire. This funding will provide the necessary training to help standardize investigations and prosecutions of sexual assault cases in New Hampshire. Funding to the NH Coalition Against Domestic and Sexual Violence (NHCADSV) will be utilized to reimburse the cost of county victim advocates' travel to court hearings in their continued efforts to support adult victims of sexual assault.

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

JAF/shd
Enclosures

#1354360

Department of Justice
GRANTS FISCAL SITUATION FISCAL YEAR 2016
02-20-20-201510-52020000 Sexual Assault Justice Initiative Grant

Total Agency Authorization	\$ 399,622
Less Expenditures to 06/30/2015	\$ -
Remaining Authorizatin to Budget	<u>\$ 399,622</u>
Less Current Budget Authorization	\$ -
Total Available for Budgeting	<u>\$ 399,622</u>
Available to Budget at Later Date	\$ -
REQUESTED ACTION	<u><u>\$ 399,622</u></u>

Grant Award Number	Award Amount	Expenses to 06/30/2015	Balance
2016-SI-AX-K001	\$ 399,622	\$ -	\$ 399,622
Prior Year Grant Award	\$ -	\$ -	\$ -
Total			<u><u>\$ 399,622</u></u>



Department of Justice
Office on Violence Against Women

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301-6397		4. AWARD NUMBER: 2016-SI-AX-K001	
		5. PROJECT PERIOD: FROM 01/01/2016 TO 12/31/2017 BUDGET PERIOD: FROM 01/01/2016 TO 12/31/2017	
		6. AWARD DATE 01/07/2016	7. ACTION
2a. GRANTEE IRS/VENDOR NO. 026002618	8. SUPPLEMENT NUMBER 00		Initial
2b. GRANTEE DUNS NO. 808591127	9. PREVIOUS AWARD AMOUNT		\$ 0
3. PROJECT TITLE Rural Six-County Sexual Assault Justice Initiative		10. AMOUNT OF THIS AWARD	\$ 399,622
		11. TOTAL AWARD	\$ 399,622
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 13971 (OVW - Rural)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.590 - The Community-Defined Solutions to Violence Against Women Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Bea Hanson Principal Deputy Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Kathleen Carr Director of Administration	
17. SIGNATURE OF APPROVING OFFICIAL <i>Bea Hanson</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Kathleen Carr</i>	19A. DATE 1/8/16
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X A W5 29 00 00 399622		21. W516D00002	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in 2 CFR Part 200 and the current edition of the Department of Justice (DOJ) Grants Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
3. The recipient agrees to comply with the applicable audit requirements of 2 CFR Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current edition of the DOJ Grants Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.
5. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has – (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. 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 hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



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SPECIAL CONDITIONS

6. Restrictions and certifications regarding non-disclosure agreements and related matters

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

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

7. Recipient 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 OVW.

8. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee.



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9. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OVW). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office on Violence Against Women web site at <http://www.ovw.usdoj.gov/docs/sam-award-term.pdf> (Award condition: Registration with the System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
10. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and 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.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ovw.usdoj.gov/grantees.html>.
12. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
13. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
14. The grantee agrees to follow the applicable set of general terms and conditions which are available at <http://www.justice.gov/ovw/grantees>. These do not supersede any specific conditions in this award document.
15. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The grantee acknowledges that it will comply with this provision.
16. The recipient acknowledges that they are responsible for maintaining updated contact information in the Grants Management System. To update information in GMS for either the point of contact and/or the authorized representative, grantees must submit a Grant Adjustment Notice.
17. The grantee agrees that funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.



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18. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://www.ovw.usdoj.gov/grantees.html>.
19. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.
20. The grantee must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.
21. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
22. The recipient understands and agrees that grant funds may be frozen if the recipient does not respond in a timely fashion to requests to address Office of the Inspector General audit findings and financial or programmatic monitoring findings.
23. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OVW grant funds, without prior written approval from OVW.
24. The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
25. The grantee agrees that if they receive any funding that is duplicative of funding received under this grant, they will notify their OVW grant manager as soon as possible so that a Grant Adjustment Notice (GAN) can be issued modifying the budget and project activities to eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be deobligated from this award and returned to OVW.
26. The grantee agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The grantee also agrees to ensure that any subgrantees meet these requirements.
27. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.



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28. Under the Government Performance and Results Act (GPRA), VAWA 2000 and subsequent legislation, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Grantees are required to collect the information that is included on the Measuring Effectiveness Progress Report for the OVW Program under which this award is funded.
29. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".
30. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
31. Funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, grantees must submit a Program Office Approval Grant Adjustment Notice (GAN) via the Grants Management System (GMS). The grantee must include a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs should be attached to the GAN. The GAN request must be submitted to OVW at least 20 days prior to registering for the event. Approval to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.
32. The grantee agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to peer consultations, and workshops conducted by OVW-designated technical assistance providers. All training will be coordinated by OVW-designated technical assistance providers.
33. First-time grantees, or continuation grantees if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the grantee agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an OVW grantee orientation seminar or require completion of the orientation online, whichever is available.
34. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25 per hour. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.
35. The recipient agrees to submit one copy of all required reports and any other written materials or products that are funded under this project not less than twenty (20) days prior to public release for OVW review and approval. Prior review and approval of all such material is required if project funds are to be used to publish or distribute any written material developed under this award.

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36. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."
37. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
38. The grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.
39. The grantee agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding, and if applicable, the Internal Memorandum of Agreement.
40. Pursuant to 2 CFR §200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The Office on Violence Against Women reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so.

The Office on Violence Against Women also reserves a royalty-free, nonexclusive and irrevocable right to reproduce publish or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient of this award, for Federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

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



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41. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office on Violence Against Women web site at: <http://www.ovv.usdoj.gov/docs/ffata-award-term.pdf> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own and/or operate in his or her name).
42. The cost allowed for logistical conference planning (this is applicable regardless of whether the recipient is planning in-house or is contracting with an outside conference planner) is limited to \$50 for each attendee (costs of trainers, instructors, presenters and facilitators are to be included as attendees when calculating the planning threshold), not to exceed a cumulative total of \$8,750. For example, if the number of attendees at a conference is 100, the cost allowed for a logistical planner is \$5,000 (\$50 X 100 attendees). Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If it is expected that the conference planning will meet these limitations, no further justification is required. If these limitations are expected to be exceeded, the recipient must justify the costs in writing and those costs must be approved by the Office on Violence Against Women before the recipient proceeds with the logistical planning.
43. The cost allowed for programmatic conference planning (this is applicable regardless of whether the recipient is planning in-house or is contracting with an outside programmatic conference planner) is limited to \$200 for each attendee (costs of trainers, instructors, presenters and facilitators are to be included as attendees when calculating the planning threshold) not to exceed a cumulative cost total of \$35,000. For example, if the number of attendees at the conference is 100, the cost allowed for a programmatic planner is \$20,000 (\$200 X 100 attendees). Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If these limitations are met, no further justification or approval is required. If it is expected that these limitations will be exceeded, the costs must be justified in writing and approved by the Office on Violence Against Women before the recipient proceeds with the programmatic planning.
44. Recipients must limit the cost of conference space and audio-visual equipment to \$25 per day per attendee, not to exceed a total of \$20,000 for the conference. Indirect cost rates must be applied to conference space and audio-visual equipment costs in accordance with negotiated agreements, and must be included when calculating this threshold. If these limitations are going to be exceeded the recipient must submit a justification, in writing to the Office on Violence Against Women for approval before the recipient enters into any contract for the use of conference space and audio-visual equipment.
45. Trinkets (items such as hats, mugs, portfolios, t-shirts, coins, etc., regardless of whether they include the conference name or logo) must not be purchased with funds made available under this agreement. Basic supplies that are necessary for use during the conference (e.g., pens, paper, name tags) may be purchased.
46. Funds made available under this agreement may not be used for costs of entertainment, including amusement, diversion, social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).

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47. Subject to OVW prior approval, and under limited circumstances, OVW funds may be used to purchase food and/or beverages for meals served during a meeting, conference or training and under very specific circumstances, during refreshment breaks. Refreshment breaks will only be considered where there are unique and extenuating circumstances and require significant justification. OVW may approve the use of funds to purchase food and/or beverages served at a working meal if the recipient can justify that provision of the meal is necessary to accomplish official business and enhance the cost effectiveness of the conference. For example, a meal may be permissible where the conference would need to be extended if the working meal is not provided.

Furthermore, if a meal is approved by OVW, the cost of any individual meal, plus taxes and any hotel service costs (e.g., labor cost for room setup), must not exceed 150 percent of the General Services Administration (GSA) Meals and Incidental Expenses (M&IE) rate for that meal in that locality per attendee. OVW strongly encourages costs to stay at or below 100% of the applicable per diem rate for any meal provided, including any service costs. The current GSA M&IE rate breakdown by meal and by locality can be found at <http://www.gsa.gov/portal/content/101518>. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organizations travel policy.

48. The recipient must complete and submit the Conference and Events Approval Form to OVW for review and approval prior to entering into any contract (with the exception of logistical or programmatic planning contracts) or expending any funds for any meeting, conference, training, or other event.
49. Within 30 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded, in whole or in part, under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with a completed Conference and Events Reporting Form found at <http://www.ovw.usdoj.gov/receive-grant.html>. (Note that the conference expenditures reported on this form should be all those that were paid with OVW funds; do not report those that were funded by another entity.)
50. Grant funds may not be used to directly address child abuse, or other family violence issues such as violence perpetrated by a child against a parent, or violence perpetrated by a sibling against another sibling. Grant funds also may not be used for caregiver abuse of elders and other vulnerable adults.
51. The grantee agrees that grant funds will be used to address services for children only in cases linked to services provided to a victim of domestic violence, sexual assault, stalking or dating violence unless the child receiving services is a victim of sexual assault and the grant project has been specifically approved to address child sexual assault.
52. The grantee agrees that no more than 30% of project activities and budget will be dedicated to Rural Program Purpose Area 3.
53. The grantee agrees that funds will only be used to carry out programs serving rural areas or rural communities as defined by 42 USC section 13925(a)(26), and as documented in the final application project narrative. By statute a rural area is (a) any area or community, respectively, no part of which is within an area designated as a standard metropolitan statistical area by the Office on Management and Budget; or (b) any area or community, respectively, that is i) within an area designated as a metropolitan statistical area or considered as part of a metropolitan statistical area; and ii) located in a rural census tract.
54. The grantee agrees that funds will not be used for prevention activities (e.g., outreach to elementary and secondary schools, implementation of educational programs regarding domestic and dating violence intervention, and public awareness campaigns). The grantee may use funds to provide outreach regarding the specific services offered under the grant.

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55. TERMS OF COOPERATIVE AGREEMENT

The Office on Violence Against Women (OVW) has elected to enter into a Cooperative Agreement with the New Hampshire Department of Justice (NHDOJ) to participate in the Sexual Assault Justice Initiative (SAJI). SAJI is a special initiative that will develop performance measures for sexual assault prosecution that look beyond conviction rates and correspond to recommended practices for a victim-centered prosecutorial response. The decision to partner with NHDOJ reflects a strong mutual interest in improving the justice system's response to sexual assault. Furthermore, OVW anticipates a significant level of federal involvement in planning and implementing this project.

STATEMENT OF FEDERAL INVOLVEMENT

The Office on Violence Against Women will:

1. Provide the services of a Federal Program Manager as a single point of contact for administration of this cooperative agreement.
2. Review and approve or disapprove the content and format of materials produced in conjunction with this project.
3. Collaborate closely with the recipient—as well as the technical assistance provider and the project evaluator—to plan and implement the Sexual Assault Justice Initiative (SAJI).
4. Participate in, and monitor the progress of, all project activities.
5. Monitor program development and implementation, and fulfill an oversight function regarding the project, including:
 - a) participating in project-related planning meetings and conference calls;
 - b) reviewing and approving or disapproving all written and web-based materials produced in relation to this project;
 - c) assisting in the identification of individuals to serve as trainers or consultants, and approving final selections;
 - d) approving sites and dates for all project-related activities;
 - e) providing input, re-directing the project as needed, and actively monitoring the project by methods including, but not limited to, ongoing contact with the recipient; and
 - f) approving or disapproving any modifications to the project scope, key project partners, deliverables, and timeline for all project-related activities, including but not limited to substantive changes to previously-approved materials.

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56. TERMS OF COOPERATIVE AGREEMENT

STATEMENT OF RECIPIENT RESPONSIBILITIES

The New Hampshire Department of Justice (NHDOJ) and its project partners will comply with all terms and conditions in this cooperative agreement, including those described below.

1. Work in collaboration with project partners--the County Attorneys' Offices in Grafton, Coos, Sullivan, Carroll, Cheshire and Belknap Counties; the New Hampshire State Police, Troop F; and local sexual assault victim services providers in the targeted jurisdiction(s)--to implement best and promising practices for prosecuting sexual assault, and enhance the the coordinated response to sexual assault in the target jurisdictions. Ensure that project partners have meaningful opportunities to participate in the development and implementation of the project and are compensated for their involvement, as appropriate.
2. Adopt the SAJI performance measures. Ensure that the recipient has the necessary staffing and systems in place to track performance measures.
3. Participate in OVW-sponsored technical assistance, which will be delivered through in-person and web-based methods.
4. Participate fully in the evaluation of the SAJI.
5. Provide training for prosecutors in the six counties.
6. Fund a prosecution consultant that will also serve as the project coordinator, and a State Police investigation consultant to assist in implementing best practices for investigating sexual assault.
7. Establish formal partnerships with, and allot funds for, local sexual assault victim services providers to offer advocacy before and during court proceedings.
8. Ensure funding for the participating counties to develop, collect, monitor, and use performance measures.
9. Work cooperatively with OVW in the development and implementation of this project, including providing a meaningful opportunity for OVW staff to:
 - a) participate in project-related planning meetings and conference calls;
 - b) review and approve or disapprove all written and web-based materials produced in relation to this project;
 - c) approve the content and format of all materials in the development, editorial and final stages;
 - d) assist in the identification of individuals to serve as consultants or trainers, and approve final selections;
 - e) approve sites, dates, and agendas for all project-related activities; and
 - f) approve or disapprove any modifications to the project scope, key project partners, deliverables, and timeline for all project-related activities, including, but not limited to, substantive changes to previously approved materials.
10. Participate in OVW-sponsored meetings and trainings. Funds designated for participation in OVW TA provider meetings cannot be used to support other travel without the express permission of the OVW program manger through the issuance of a Grant Adjustment Notice.

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57. The recipient's budget is pending review and approval. The recipient may obligate, expend and draw down funds for travel related expenses to attend OVW-sponsored technical assistance events up to \$10,000, unless there is another condition on the award prohibiting obligation, expenditure, and drawdown of any funds in which case the condition prohibiting any obligation, expenditure or drawdown of funds will control. Remaining funds will not be available for draw down until the Office on Violence Against Women, Grants Financial Management Division has approved the budget and budget narrative, and a Grant Adjustment Notice has been issued removing this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If applicable, the Indirect Cost Rate will be identified in the Grant Adjustment Notice when the budget is approved.

STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE GRANT AWARD		
Agency Name:	Dept. of Safety-State Police	Vendor No.: 177878-B001
Program Name:	Sexual Assault Investigative Services	Amount: \$ 369,008.00
Grant Start Date:	Pending	State Grant Number: 2016SAJI03
Grant End Date:	06/30/2017	Federal Grant Number: 2016-SI-AX-K001
Appropriation No.:	02-20-20-201510-5202-072-500574	
Head of Agency	Project Director	Fiscal Officer
John J. Barthelmes Safety Commissioner 33 Hazen Drive Concord, NH 03305 603-223-3856	Lieutenant Scott Gilbert Commander, Major Crimes Dept. of Safety 33 Hazen Drive Concord, NH 03305	Administrator III Department of Safety Division of State Police Office (603)223-8355 Fax (603)271-0336
Federal Grant Name:	Sexual Assault Justice Initiative	
Federal Agency:	United States Department of Justice	
Bureau/Office:	Office of Justice Programs	
CFDA Number:	16.017	
Purpose of Grant:	Sexual Assault Investigative Services	
Program Requirements:	Adherence to Program Conditions and Guidelines.	
Match Requirements:	Match must be spent on program allowable activities.	
Program income Requirements:	Program Income must be reported and spent on program allowable activities.	
Reporting Requirements:	Monthly or quarterly Financial reports. Required Performance reports and audit. Adherence to Program Conditions and Guidelines. Completion of Monitoring forms and processes.	
Approval	Program Agency	NH Department of Justice
Name	John J. Barthelmes	Kathleen B. Carr
Title	Safety Commissioner	Director of Administration
Date		
All terms of this grant award are not valid unless signed by both authorized parties.		

STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE GRANT AWARD		
Agency Name:	NHCADSV	Vendor No.: 155510-B001
Program Name:	Sexual Assault Services	Amount: \$ 14,700.00
Grant Start Date:	Pending	State Grant Number: 2016SAJI01
Grant End Date:	06/30/2017	Federal Grant Number: 2016-SI-AX-K001
Appropriation No.:	02-20-20-201510-5202-072-500575	
Head of Agency	Project Director	Fiscal Officer
Lyn Schollett Executive Director PO Box 353 Concord, NH 03302 603-224-8893	Program Director PO Box 353 Concord, NH 03302 603-224-8893	Pamela English Administrative Director PO Box 353 Concord, NH 03302 603-224-8893
Federal Grant Name:	Sexual Assault Justice Initiative	
Federal Agency:	United States Department of Justice	
Bureau/Office:	Office of Justice Programs	
CFDA Number:	16.017	
Purpose of Grant:	Sexual Assault Services to Victims	
Program Requirements:	Adherence to Program Conditions and Guidelines.	
Match Requirements:		
Program income Requirements:		
Reporting Requirements:	Monthly or quarterly Financial reports. Required Performance reports and audit. Adherence to Program Conditions and Guidelines. Completion of Monitoring forms and processes.	
Approval	Program Agency	NH Department of Justice
Name	Lyn Schollett	Kathleen B. Carr
Title	Executive Director	Director of Administration
Date		
All terms of this grant award are not valid unless signed by both authorized parties.		