

*Beauh*  
*88*

**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, New Hampshire 03301

Her Excellency and Members of the Council:

**REQUESTED ACTION**

Authorize the Department of Justice to enter into subgrants with the agencies listed below in the amount of \$685,700 from the Federal Fiscal Year 2015 Victim of Crime Act Grant for the purpose of supporting programs providing direct services to victims of crime and for training to direct service providers from the period effective upon Governor and Executive Council approval through June 30, 2017. 100% Federal Funds.

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

072-500580	Carroll County Attorney's Office	177369-B007	\$32,500
072-500580	Rockingham County Attorney's Office	177468-B004	\$50,000
072-500580	Sullivan County Attorney's Office	177482-B002	\$50,000
072-500574	Strafford County CAC	177478-B008	\$18,200
072-500575	Mary Hitchcock Mem. Hospital CAC	177160-B002	\$150,000
072-500575	Granite State Children's Alliance	172495-B001	\$300,000
072-500575	Victims, Inc.	166724-B001	<u>\$85,000</u>
TOTAL			<u>\$685,700</u>

## EXPLANATION

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

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

The Offices of the County Attorneys house victim advocates who educate victims about, and guide victims through the criminal justice system. Advocates also accompany victims to court hearings, and provide assistance with victim impact statements and referrals to other local services.

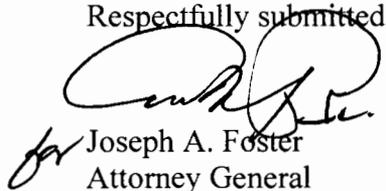
The Granite State Child Advocacy Centers (CACs) including the CAC at CHaD, the CAC of Strafford County and the Granite State Children's Alliance provide forensically sound interviews of child abuse victims in safe, child-friendly environment.

Victims, Inc. provides support and advocacy throughout the State to families of vehicular homicide victims. The organization also serves victims of violent crimes in Rockingham and Strafford Counties with direct support, information, and referrals.

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

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

Respectfully submitted,



Joseph A. Foster  
Attorney General

JAF/jeb

#1427932

**GRANT AGREEMENT**

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

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> Department of Justice		<b>1.2. State Agency Address</b> 33 Capitol St., Concord, NH 03301	
<b>1.3. Subrecipient Name</b> Carroll County Attorney Victim Witness Assistance Program		<b>1.4. Subrecipient Address</b> Carroll County Attorney, PO Box 218, Ossipee NH 03864	
<b>1.5 Subrecipient Phone #</b> 603-527-5440	<b>1.6. Account Number</b> 02-20-20201510-5021	<b>1.7. Completion Date</b> 06/30/2017	<b>1.8. Grant Limitation</b> \$32,500.
<b>1.9. Grant Officer for State Agency</b> Kathleen B. Carr		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Subrecipient Signature 1</b> <i>David Sorenson</i>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> DAVID SORENSON, COMMISSIONER	
<b>Subrecipient Signature 2</b> <i>David L. Balsom, Jr.</i>		<b>Name &amp; Title of Subrecipient Signor 2</b> DAVID BALSOM, JR. COMMISSIONER	
<b>Subrecipient Signature 3</b> <i>[Signature]</i>		<b>Name &amp; Title of Subrecipient Signor 3</b> CHRISTOPHER J. ADLGREEN, COM.	
<b>1.13. Acknowledgment</b> State of New Hampshire, County of <u>Carroll</u> , on <u>06/16/16</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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b> <i>Kathryn G. Armstrong</i>		<b>KATHERYN G. ARMSTRONG</b> Notary Public / Justice of the Peace My Commission Expires March 7, 2017	
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b>			
<b>1.14. State Agency Signature(s)</b> <i>Kathleen Carr</i>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Kathleen Carr Director of Admin	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: <i>[Signature]</i>		Assistant Attorney General, On: 5/20/16	
<b>1.17. Approval by Governor and Council (if applicable)</b>			
By:		On: / /	

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

Subrecipient Initials *DCS* *DBA* *CA*

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

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

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

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

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

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

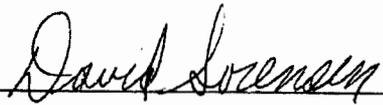
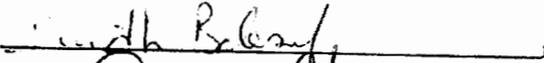
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

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

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

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

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

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## Section 2: Narrative Questions

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

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

The Victim/Witness Assistance Program is a prosecution based program with the Carroll County Attorney's Office in Ossipee, New Hampshire. The purpose of the program is to assist victims and witnesses of crime throughout their experience in the Criminal Justice System. Pursuant to the State law, this program ensures that victim's rights are protected and met, assuring compliance with RSA 21-M:8-k Victim's Bill of Rights and all that it entails.

Based on numbers from the United States Census Bureau, the population of Carroll County as of July 1, 2014 was 47,399. Carroll County is a large county and is approximately 70 miles long and 30 miles wide and is primary rural. The median income in Carroll County is significantly lower than the state average, and Carroll County has a higher than average poverty level with 10.7% of its citizens living below the poverty level.

Carroll County is the third largest county in the state in terms of area, yet is third-least in populous. Victims and witnesses tend to move frequently around the county and therefore, are more difficult to locate due to the size of the county. Many residents do not live on a postal route or have access to email. Internet and cellular service are both poor in many areas in Carroll County, creating difficulties to reach victims and witnesses. This problem is compounded by victims and witnesses need to be present at trials and hearings. The Superior Court, located in Ossipee, is a significant distance from parts of the county. Many victims do not own vehicles and are unable to find transportation to these hearings.

There are two Child Advocacy Centers in Carroll County. One is located in

Wolfeboro, approximately a twenty minute drive for the County Attorney's Office. The other is located in Conway, necessitating a drive of approximately 40 minutes. Again this can be made more difficult in winter months, when driving conditions make roads treacherous.

The Victim Witness Assistance Program allows for victims and witnesses to be notified when cases are first filed in the Superior Court. This area is being improved upon to allow victims to be informed of the process earlier on in the process. This allows the prosecution team to meet with victims and obtain their position on outcomes earlier. By making earlier contact with victims, there is possibility for early case resolution to take some of the stress off of victims which results when cases spend a year or more in the Court system.

The program also allows for travel to child advocacy centers, police departments, trainings, assisting victim/witnesses with transportation issues, etc. The program provides for notification of all court proceedings, including current and post conviction. By providing consistent and personal contact with victims of violent crime, the support offered to victims enable for better witness participation in the criminal justice system.

The Victim/Witness Program has been working to implement a Sexual Assault Resource Team in Carroll County. Carroll County is one of the last counties within New Hampshire to have a team available to support an adult victim of sexual assault. While a multijurisdictional unit is working on this, there has been an effort to provide a team approach and forensic interviewing of these adult victims. The advocates from this participate in the meetings and provide early support to the victims.

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

The Victim/Witness Assistance Program works to support victims of crime throughout the criminal justice process. The program is county based and works with crime victims and witnesses, beginning shortly after law enforcement becomes involved. Cases range from misdemeanor appeals to felony level crimes, ranging from Negligent Homicide to Sexual Assaults. Increasingly, cases are being handled prior to formal indictment. This requires earlier contact and more meetings with victims earlier in the process. The program was created to address the emotional, psychological, physical and financial impact on crime victims.

The Advocates educate the victim about the Criminal Justice System and Court Process. The Advocate serves as liaison between the victim and the Prosecutor, as well as the conduit for property returns and restitution. The program allows for the necessary support, information and referrals. The program works closely and directly with Prosecutors, Court personnel, law enforcement, community based advocates, Child Advocacy Center and other social service providers. The program provides outreach services to law enforcement, crisis center advocates, schools and other public entities on various topics in the Criminal Justice System and crime victim related matters.

The program works with all felony level offenses referred to the County Attorney's Office. It is also available and utilized by all County law enforcement to provide assistance at the District Court level or with ongoing investigations, as well as juvenile matters.

Throughout the process the advocate provides victims with updated information as to upcoming hearings, plea negotiations, collecting restitution figures, input and impact statements. Also, it allows for victims to be notified of post conviction violations,

parole updates, defendant status and post conviction motions. The program allows for the advocate to meet throughout the process with the victim/witnesses to prepare for trial. This can include making arrangements for travel and lodging, assisting with transportation needs and scheduling. The program also provides victims with copies of bail conditions, sentencing orders, sex offender registration if applicable, and any other documents that might be necessary.

The program allows for the victims to receive information and assistance pertaining to Victim's Compensation Fund as well as providing other resources and support.

The program has been working with other providers to implement a Sexual Assault Resource Team in the county. Adult victims of sexual assaults are beginning to have interviews conducted by a forensic interviewer and a team approach to assistance. This will allow for the advocates to have earlier contact and with these victims and support them in finding services.

The program will be run by the Director who also works as the primary advocate. There will be a part-time advocate who will provide back up and support to the Director.

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

The Victim/Witness Assistance Program at the Carroll County Attorney's Office has provided services to victims for approximately 30 years. Throughout this time, the program has been funded by the taxpayers of Carroll County and funding from grants. Without the support of grant funding, the program would likely take a drastic cut or cease to exist.

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

As of December of 2015, the Victim Witness Assistance Program began implementing the use of the Victim Services program within the Prosecutor by Karpel system. This allows the program to keep a detailed account of the types of services provided, the advocate providing services and demographic information. This allows the program to print reports required by the federal government.

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

As a county organization, the program will be administered through the County Business Office. Data and statistics are maintained to evaluate the needs of the program and the necessity of funding. The County Attorney will assess the performance of the program on a continuing basis, based on the needs of the community being served as well as the benefit to the Criminal Justice System.

The program is now using an enhanced tracking system to help maintain a more accurate classification of victims and how they are assisted throughout the process. The program will be able to track significantly more data under this program.

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.

<b>Name/Position</b>	<b>Computation</b>	<b>Federal</b>	<b>Match</b>
Program Director (100%) Wanda Eckhoff	\$50,440.00	\$25,300.00	\$25,140.00
V/W Advocate (50%) Michelle Mills			\$18,138.00

<b>Category A Personnel Sub-Total Federal:</b>	\$25,300.00	<b>Match:</b>	\$43,278.00
--	-------------	---------------	-------------

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

<b>Name/Position</b>	<b>Computation</b>	<b>Federal</b>	<b>Match</b>
Social Security			\$ 4,252.00
Retirement			\$ 7,661.00
Worker’s Compensation			\$ 250.00
Unemployment			\$ 330.00
Medicare			\$ 995.00
Health Insurance			\$26,429.00
Dental Insurance			\$ 603.00

<b>Category</b> <b>B.FringeBenefits</b> <b>Sub-Total</b> <b>Federal:</b>	0.00	<b>Match:</b>	\$40,520.00
---	------	---------------	-------------

**B. 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.

<b>Purpose of Travel</b>	<b>Location Item</b>	<b>Computation</b>	<b>Federal</b>	<b>Match</b>
Travel	Travel to Courts, Police Departments, Child Advocacy Centers, Attorney General's Office, Conferences (including AG's Conference, Manchester, NH; EVAW Conference, Washington, DC; Tri-State Victim Witness Academies, Maine-NH-VT)		\$3,500.00	0.00
Education	Training fees for events listed above.		\$2,300.00	0.00

<b>Category</b> <b>C.Travel</b> <b>Sub-Total</b> <b>Federal:</b>	\$5,800.00	<b>Match:</b>	0.00
---	------------	---------------	------

**C. 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.

<b>Item</b>	<b>Computation</b>	<b>Federal</b>	<b>Match</b>
Equipment	Computers, file cabinets...	0.00	\$200.00

<b>Category D Sub-Total Federal:</b>	0.00	<b>Match:</b>	\$200.00
--	------	---------------	----------

**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.

<b>Supply Items</b>	<b>Computation</b>	<b>Federal</b>	<b>Match</b>
Office Supplies (paper, ink cartridges...)		\$400.00	\$100.00
Postage and Copier		\$ 0.00	\$660.00

<b>Category E. Supplies Sub-Total Federal:</b>	\$400.00	<b>Match:</b>	\$760.00
--	----------	---------------	----------

---

---

**F. Construction-**

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

**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**

<b>Category G-1 Consultant Fees: Sub-Total Federal:</b>	0.00	<b>Match:</b>	0.00
---	------	---------------	------

**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**

<b>Category G-2 Consultant Expenses</b>	0.00	<b>Match:</b>	0.00
---	------	---------------	------

<b>Sub-Total Federal:</b>			
-------------------------------	--	--	--

**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**

<b>Category G-3 Contracts Sub-Total Federal:</b>	0.00	<b>Match:</b>	0.00
--	------	---------------	------

**H. Other Costs**-List items (e.g. rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by majority 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.

<b>Description</b>	<b>Computation</b>	<b>Federal</b>	<b>Match</b>
Telephone (Telephone, internet...)		\$1,000.00	\$750.00

<b>Category H. Other Costs Sub-Total Federal:</b>	\$1,000.00	<b>Match:</b>	\$750.00
---	------------	---------------	----------

---

**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
-------------	-------------	---------	-------

<b>Category</b> <b>I.IndirectCosts</b> <b>Sub-Total</b> <b>Federal:</b>	0.00	<b>Match:</b>	0.00
--	------	---------------	------

---

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

<b>Budget Category Amount</b>	<b>Federal</b>	<b>Match</b>
<b>A. Personnel</b>	<b>\$25,300.00</b>	<b>\$43,278.00</b>
<b>B. Fringe Benefits</b>		<b>\$40,520.00</b>
<b>C. Travel</b>	<b>\$ 5,800.00</b>	<b>0</b>
<b>D. Equipment</b>	<b>0</b>	<b>\$ 200.00</b>
<b>E. Supplies</b>	<b>\$ 400.00</b>	<b>\$ 760.00</b>
<b>F. Construction</b>	<b>0</b>	<b>0</b>
<b>G. Consultants/Contracts</b>	<b>0</b>	<b>0</b>
<b>H. Other</b>	<b>\$ 1,000.00</b>	<b>\$ 750.00</b>
<b>Total Direct Costs</b>	<b>\$32,500.00</b>	<b>\$85,509.00</b>
<b>I. Indirect Costs</b>	<b>0</b>	<b>0</b>
<b>Total Project Costs</b>	<b>\$32,500.00</b>	<b>\$85,509.00</b>

<b>Federal Request</b>	<b>\$32,500.00</b>
<b>Non-Federal Match Amount</b>	<b>\$85,509.00</b>

## **New Hampshire Department of Justice**

---

### **BUDGET NARRATIVE:**

As noted in the Budget Itemization, this funding provides 100% of the program's travel and education line items. It is this money that is used to allow the advocates to continue their education by attending local, regional and national conferences on victim centered topics. These conferences include the New Hampshire Attorney General's Task Force on Child Abuse and Neglect Conference and the Governor's Commission on Domestic and Sexual Violence Conference. Regional trainings include attending the Tri-State Victim Witness Academy which are held in either New Hampshire, Maine or Vermont. The national conference attended over the last seven years has been the International End Violence Against Women conference. These training provide advocates with updated resources, tools, information, current trends in victim services and networking with other individuals in the field.

This funding allows for the victims to be out in the community meeting with victims, witnesses and their families. The money enables travel to various law enforcement agencies, Courts, schools, Child Advocacy Centers, among a few.

The funding pays for a large portion of telephone expenses. This has allowed for a more personalized contact with the victims and witnesses, faster contact. Through email and text messaging, advocates are able to receive and answer questions and concerns 24 hours a day/7 days a week.

The grant is also utilized for office supplies. This includes paper, ink cartridges, postage, computer maintenance, etc.

There is no cost for facility space.

**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.**

des

CPA

DLB

## 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](http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf)
  - b. Pursuant to Executive Order 13513, “Federal Leadership On Reducing Text Messaging While Driving” 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
  - c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

#### 2. Reports and Certifications Required

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

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

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

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

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

Mail:

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

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

additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

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

Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <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](http://www.lep.gov).

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

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

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

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

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

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

Instructions for Certification:

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

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

DEPARTMENT OF JUSTICE  
STATE OF NEW HAMPSHIRE



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

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

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

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

---

Name and Title of Head of Agency

---

Signature

---

Date

---

Name and Address of Agency

## 25. Certification Regarding EEOP Required:

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

## INSTRUCTIONS

### Completing the Certification Form

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

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

### Section A

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

## **Section B**

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

## **Section C**

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

## **Section D**

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

## **Submission Process**

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: [EEOPForms@usdoj.gov](mailto: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.

**Certificate of Authority # 1**

*(Corporation or LLC - Non-specific, open-ended)*

**Corporate Resolution**

I, Christopher Algren, hereby certify that I am duly elected Clerk/Secretary of  
*(Name)*  
Carroll County Commissioners. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation or LLC)*

a meeting of the Board of Directors/shareholders, duly called and held on April 6, 2016  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That David Sorenson (may list more than one person) is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

Carroll County with the State of New Hampshire and any of  
*(Name of Corporation or LLC)*

its agencies or departments and further is authorized to execute any  
documents which may in his/her judgment be desirable or necessary to effect  
the purpose of this vote.

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

**DATED:** April 6, 2016

**ATTEST:**  Clerk  
*(Name & Title)*



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

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

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

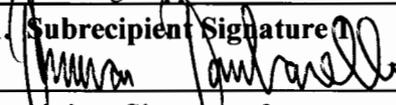
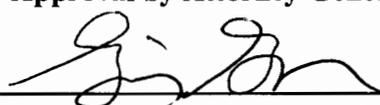
<b>Participating Member:</b> Carroll County 95 Water Village Road Ossipee, NH 03864		<b>Member Number:</b> 600	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2015	7/1/2016	Each Occurrence	\$ 5,000,000
	7/1/2016	7/1/2017	General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2015	7/1/2016	Combined Single Limit (Each Accident)	\$5,000,000
	7/1/2016	7/1/2017	Aggregate	\$5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2015	7/1/2016	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
	7/1/2016	7/1/2017		
<b>Description:</b> Proof of Primex Member coverage only.				

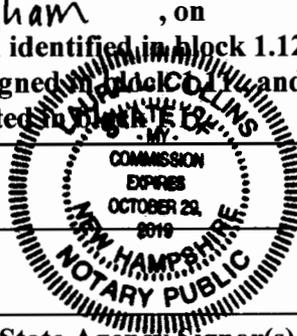
<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
State of New Hampshire 33 Capitol St Concord, NH 03301-6397			By: <i>Tammy Denver</i>
			Date: 5/11/2016    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**GRANT AGREEMENT**

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

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> Department of Justice		<b>1.2. State Agency Address</b> 33 Capitol Street, Concord, NH, 03301	
<b>1.3. Subrecipient Name</b> Rockingham County Attorney's Office		<b>1.4. Subrecipient Address</b> PO Box 1209, Kingston, NH 03848	
<b>1.5 Subrecipient Phone # (603)642-4249</b>	<b>1.6. Account Number</b> 02-20-20-201510-5024	<b>1.7. Completion Date</b> 06/30/2017	<b>1.8. Grant Limitation</b> \$50,000
<b>1.9. Grant Officer for State Agency</b> Kathleen B. Carr		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> <b>Thomas Tombarello</b> Chair, Board of Commissioners	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Rockingham</u> , on <u>4/13/16</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 on this document and acknowledged that he/she executed this document in the capacity indicated on this document.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> <u>Laura Collins, Executive Assistant</u>			
<b>1.14. State Agency Signature(s)</b> <u>Kathleen Carr</u>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> <u>Kathleen Carr Director of Administration</u>	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: <u>5/10/16</u>			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: <u> / /</u>			



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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or 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

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: Rockingham County Attorney's Office

DUNS Number: 073970121

SAM Registration Expiration Date: February 25, 2017

Federal Funds Requested: \$50,000

1. Project Title: Victims of Crime Act Assistance Grant
2. Grant Project start date: July 1, 2016      Project end date: June 30, 2017
3. Project Director: Patricia Conway

Telephone: 603-642-4249

Email: pconway@rcao.net

4. Financial Officer: Charles Nickerson

Telephone: 603-679-9341

Email: cnickerson@rcao.net

5. Primary contact person for this project is: Brynda Poggi

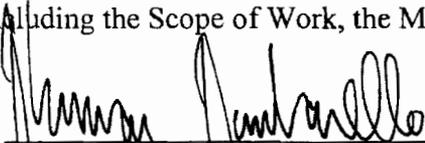
Address: P.O. Box 1209, Kingston, NH 03848

Telephone: 603-642-4249

Email: bpoggi@rcao.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: 3/16/16

Thomas Tombarello, Chair

Rockingham County Board of Commissioners

Address: 119 North Road, Brentwood, NH 03833

Telephone: 603-679-9350

Email: ttombarello@co.rockingham.nh.us

with a victim. These victims often have multiple questions about the process, or may need assistance in filling out various forms to ensure they are not further financially victimized by the crime. In 2015, each of the three Victim Advocate positions averaged 632 contacts victim/witness contacts either in person, by phone or letter / computer form.

It is evident that the three positions are needed and that they often face problems while trying to serve victims. The following paragraphs outline the problems faced and proposed solutions.

Of the three Victim Advocate positions at RCAO, one is partially funded through the Victims of Crime Act grant, with \$30,000 of the salary provided for by the grant and the rest covered in the RCAO budget. If we lost the funding for this position, it could result in the loss of services to certain victims because the workload will become too high for the two remaining advocates. RCAO will utilize the grant funds to ensure this position remains fully funded.

Additionally, the need for translation services is slowly increasing in this part of New Hampshire. It is for RCAO to contract language translation on a case-by-case basis. It would be more cost effective to implement an account with one of the local language translation services for a low flat rate. Having an account set up with the service would allow for an easy phone call while meeting with a non-English speaking victim and/or family as well as giving the ability to start a three party phone conversation when the victims/families call in for information. (Please see quotation back up attached)

The victim advocates also use several 7-8 year old spare computers for victims/witnesses to view their police interviews, CAC interviews, video surveillance and other digital evidence prior to trial, as well as using them for the jury while deliberating. These computers are very slow and often don't work well. The office

ensure your project is within the parameters set by the special conditions as stated in

Appendix 1.

#### Project / Program Design and Implementation

The grant funding will ensure the third RCO Victim Advocate position remains fully funded and it will provide for some much needed equipment, services and training.

The responsibilities of the Victim Advocates are, in general, to assist victims and work closely with the prosecutor in preparation and prosecution of cases. This is accomplished through a broad range of activities.

Currently, Victim Advocates are assigned to cases with victims under the following guidelines:

1. Automobile cases (Negligent Homicide, Manslaughter, Reckless Conduct, Aggravated DWI with Personal Injury)
2. Robbery / Burglary
3. Sexual Assaults
4. Domestic Violence (including Violations of Protective Orders, Stalking)
5. Assaults
6. Criminal Threatening (Felony)
7. Off Duty Police Officers as Victims
8. Witness Tampering
9. Arson
10. Criminal Non-Support

The Victim Advocates responsibilities include the following, which is not an exhaustive list:

1. Meeting with victims prior to indictment
2. Educating victims/witnesses about the procedures followed in prosecuting crimes
3. Preparing victims/witnesses for trial
4. Advising victims/witnesses of the outcome of any hearing
5. Maintaining channels of information between the parties during trial preparation
6. Contacting victims/witnesses for scheduled depositions, hearing etc.
7. Advising all prosecution participants of any court dates and/or changes in scheduled proceedings
8. Coordination of services with multiple agencies, including
  - a. Child Advocacy Center (CAC)
  - b. Seacoast Mental Health
  - c. YWCA
  - d. A Safe Place
  - e. Victim's Compensation Program

letters sent to/on behalf of victims. In addition, the current records management system tracks the cases referred to each individual Advocate, the number of victims per case, and the charge. These statistics are available per month by Advocate.

Goal #3:

As well as being tasked to walk victims through the criminal justice system, they also maintain a positive and effective relationship between the County Attorney's Office and Outside agencies to ensure victim's needs are met.

Advocates educate the victim/witness about the services provided by outside agencies and facilitate contact between the two. They facilitate the relationship between the victim and outside agency and review current agencies being accessed by the victim. The Advocate also reviews any needs of the victim which are *not* being addressed. They make sure all the proper documentation is completed to submit to the outside agency on behalf of the victim.

In order to accomplish this, Victim Advocates act as liaison between the County Attorney's Office and outside agencies to ensure all services which are available to victim/witness are accessed by victim/witness. They ensure all forms are sent to each corresponding agency and follow up to make sure the applications are acted upon.

*Performance Measures for Goal #3:*

In addition to the statistics and records listed for Goal #1, the County Attorney's Office manually tracks the number of victims who avail themselves of the services proposed/provided by this office for a comparison of overall number of victims contacted and who benefit from these services.

In further support and clarification, please see the following attachments:

1. Job Description for the Victim Advocates at the Rockingham County Attorney's Office
2. Memorandum of Understanding with the Child Advocacy Center and the Internet Crimes Against Children

**New Goal #1:**

Advocates rely heavily on computers to play victims and witnesses recorded interviews (both audio and video) as well as any surveillance, other digital evidence and digital documents related to the case. They also utilize these computers up in the courtrooms with the prosecutors. Furthermore, juries use the laptops to view or listen to evidence presented in the courtroom while in deliberation. These computers

The Victim Witness Coordinator program has been evaluated for effectiveness and statistical information is gathered annually for submission to the County Commission and the Delegation for budgeting purposes. This statistical information is available at any time. A process is in place to track the information using the State wide prosecution database, Prosecutor by Karpel (PBK).

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

The County Attorney's Office currently maintains statistics for number of victim/witness telephone conferences completed, personal conferences with victims, and letters sent to/on behalf of victims. In addition, the current records management system tracks the cases referred to each individual Advocate, the number of victims per case, and the charge. These statistics are available per month by Advocate. We will add a manual calculation of those victims who avail themselves of the services proposed/provided by this office for a comparison of overall # of victims contacted.

The Office actively and continuously re-evaluates its processes from initial case intake up to the adjudication of a case to streamline what happens "behind the scenes" on each case and better manage our victims and witnesses current needs.

One example of reoccurring evaluation and implementation of innovative ways to work efficiently, is a plan that will be instituted in 2016 to introduce paperless casework with the use of the PbK database. This plan will help Victim Advocates work better and faster.

In order to facilitate this paperless plan, the Victim Advocates were recently provided new and faster computers and will be receiving licenses for Adobe Pro in 2016. The equipment and software were budgeted in 2015 and 2016, respectively.

The new computers and software will help solve the issues of unreliable connectivity, duplication of work, losing time by waiting for applications to respond or open, and easier, faster methods of transferring court notices and information to victims through e-mail.

The Adobe Pro will allow the victim advocates to bookmark areas of discovery relevant to victims/witnesses, and digitally organizing their discovery instead of the current practice of printing and assembling entire paper case files.

Both the County Finance department and the County Attorney's office have been involved in the preparation of various reports and statistical gathering to verify the need for this position and to substantiate its importance to the citizens of Rockingham County. The County has the available resources to maintain and manage this partially grant funded position.

Please refer to attached spreadsheet for additional information.

<b>Category B. Fringe Benefits Sub-Total Federal:</b>		<b>Match:</b>	
---	--	---------------	--

**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: TRAINING CONFERENCE Location Item Computation**  
**Federal \$2,950 Match**

One VA out of state training conference

Estimate \$1,200 airfare  
 Estimate \$1,000 lodging  
 Estimate \$350 subsistence  
 Estimate \$400 conference registration  
 TOTAL ESTIMATE: \$2,950

Rockingham County pays for exact meal costs using complete, itemized receipts and pays exact amount for airfare and lodging costs. All out of state trainings MUST be approved by the Board of Commissioners.

<b>Category C. Travel Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

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

**Item Computation Federal**  
**Match**

N/A

<b>Category D Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

<b>Category G-1 Consultant Fees: Sub-Total Federal:</b>		<b>Match:</b>	
---	--	---------------	--

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

<u>Item</u>	<u>Location</u>	<u>Computation</u>	<u>Federal</u>
<u>Match</u>			

N/A

<b>Category G-2 Consultant Expenses Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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.

<u>Item</u>	<u>Foreign Language Translation service</u>	<u>Federal \$2,000</u>	<u>Match</u>
-------------	---	------------------------	--------------

Estimate \$2,000 annually for foreign language translation service by phone for conference calls at meetings and phone calls as needed.

Services to be provided by LanguageLine Solutions  
<http://www.language-line.com/solutions/interpretation/personal-interpreter/>

Please see attached back up

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

<b>Budget Category Amount</b>	<b>Federal</b>	<b>Match</b>
<b>A. Personnel</b>	<b>\$30,000</b>	<b>\$17,452.72</b>
<b>B. Fringe Benefits</b>	<b>\$13,094.50</b>	<b>\$9,940.78</b>
<b>C. Travel</b>	<b>\$2,950</b>	
<b>D. Equipment</b>		
<b>E. Supplies</b>	<b>\$4,955.50</b>	
<b>F. Construction</b>		
<b>G. Consultants/Contracts</b>	<b>\$2,000</b>	
<b>H. Other</b>		
<b>Total Direct Costs</b>		
<b>I. Indirect Costs</b>		
<b>Total Project Costs</b>		

<b>Federal Request</b>	<b>\$50,000</b>
<b>Non-Federal Match Amount</b>	<b>\$27,393.50</b>

The VWC does not transport victims to and from court, nor do they attend CAC (Child Advocacy Interviews), as their workload does not allow them to be gone from the office for these extended periods of time. In-house investigators are able to transport victims when necessary and a prosecutor attends all CAC interviews. Additionally, the funding is not used to purchase occasional meals for indigent victims who are required to spend the day at court. Generally, when required, that is paid out of the department budget expense of prosecution lines.

The County Attorney's Office keeps electronic time clock records on all employees, including the VWC's. Additionally, we utilize a prosecution database that tracks and documents statistical information on all of our cases, including victim advocate statistics.

The County Attorney's Office annually budgets for VWC training seminars and mileage, as well as any supplies or equipment that the VWC's use on a daily basis. This includes computers, paper, printers, copiers, file folders and the like. Additionally, the County Attorney's office budgets for all other supplies, consultant/contractual services (such as transcriptions, depositions of expert witnesses, lab testing and translation services to name a few). We also provide telephone service, email/networking, postage and printing so that the VWC's are able to do their job. (Please see attached documentation and budget support.)

**Rockingham County  
Position Description**

Position Title: **Victim/Witness Advocate** Department: County Attorney's Office  
Reports To: Assistant County Attorney III FLSA: Exempt  
Team Leader  
Effective Date:

**GENERAL SUMMARY:**

Assists victims and witnesses of crime through the criminal justice system by performing the following duties.

**ESSENTIAL JOB FUNCTIONS:**

- Educates victims and witnesses about the criminal justice system and explains their role throughout the process.
- Keeps victims/witnesses informed as cases progresses.
- Schedules meetings, interviews and depositions.
- Refers victims to community resources.
- Collaborates with legal assistants and prosecutors.
- Participates in trainings to promote rights of crime victims.
- Obtains medical, counseling and school records of victims.
- Assists victims in obtaining funds from the Victims' Compensation Funds.
- Attends all court hearings and trials with the victims.
- Attends sentence review and parole hearings at the New Hampshire State Prison.
- Maintains all documentation, records and files.
- Ensures compliance with the New Hampshire Crime Victims Bill of Rights.
- Serves as liaison with police departments and other agencies as assigned.

**OTHER DUTIES AND RESPONSIBILITIES:**

- Maintains a good working relationship with other community, state and federal agencies.
- Performs other related duties as required.

**SKILLS/EXPERIENCE/TRAINING REQUIRED:**

Duties require knowledge of Criminal Justice equivalent to the completion of a Bachelor's degree (B. A.) from a four-year college or university; and a minimum of one year of related experience or any equivalent combination of education and experience. Automobile and valid driver's license is required.

**EQUIPMENT USED:**

Computer, software programs, audio-visual equipment and general office equipment.

**SUPERVISORY RESPONSIBILITY:**

This job has no supervisory responsibilities.



## INTERAGENCY AGREEMENT

### I. MISSION STATEMENT

The mission of the Child Advocacy Center of Rockingham County (CACRC) is to provide a neutral setting that allows trained personnel from law enforcement, the Rockingham County Attorney's Office, Department of Children, Youth and Families (DCYF), Sexual Assault Support Services (SASS), Bridges, medical providers and mental health professionals to jointly investigate alleged child abuse. We do this by providing a safe, controlled environment for the evaluation of child abuse and exploitation, coordinating services to victims and families while reducing the long-term effects that abuse has on children, their families and society. Our goals are to:

- Create a neutral place where interviews and services for abused children are provided;
- Prevent trauma to a child caused by multiple contacts with various community professionals;
- Provide the family with services that help them resolve their problems after abuse has occurred;
- Communicate and coordinate our efforts with other community agencies.

**III. INTERAGENCY AGREEMENT OF PURPOSE**

We the undersigned agencies agree to support the philosophy; principles and procedures outlined in this document so that we may better serve the needs of children and their families in Rockingham County.

We, the undersigned agencies do hereby agree to support the creation, development, and implementation of an interagency approach to achieve the commitments outlined in Section II.

We agree to use the CACRC as the primary site at which joint interviews and investigation efforts are carried out.

We agree to develop and maintain interagency cooperation and coordination with the handling of child sexual abuse cases and case management.

We agree on an approach focused on child victim's needs first, then law enforcement, prosecution and civil proceedings, and thirdly on family members supportive of the child and whose interests are consistent with the best interests of the child.

We agree to obtain evidence useful for both civil proceedings and criminal prosecution.

We agree to provide extensive initial case screening, assessment, and validation procedures in order to promptly exonerate the falsely accused or promptly proceed with appropriate civil and/or criminal actions.

We agree to reduce to a minimum the number of interviews to which a sexually abused child is subjected.

We agree to use interview techniques which elicit useful information for law enforcement purposes while advancing the therapeutic needs of sexually abused children and their families.

We agree to participate in monthly case review meetings with the objective of sharing pertinent information, learning opportunities for the future, and to ensure that referrals or recommendations to children and their families were met.

We agree to provide continuing training and education for agency personnel and other professionals and volunteers in the community who work with sexually abused children.

We agree to serve as a source of information, education, and referral for the community on issues surrounding sexually abused children.

CONFIDENTIALITY – The undersigned agencies and their representatives agree that information pertaining to children and families will be held in the strictest confidence. Information may be shared outside the team only insofar as it is needed to properly investigate a case, develop a case plan, or carry out the treatment or dispositional recommendations of the team.

*Maureen Sullivan 9/30/14*

MAUREEN SULLIVAN, MBA  
EXECUTIVE DIRECTOR,  
CHILD ADVOCACY CENTER  
ROCKINGHAM COUNTY

*Patricia Conway*

PATRICIA CONWAY, ESQ.  
ROCKINGHAM COUNTY  
ATTORNEY

*Michael W. Downing*

MICHAEL DOWNING  
ROCKINGHAM COUNTY  
SHERIFF

*Wendy Gladstone*

WENDY GLADSTONE, MD  
THE CARE PROGRAM

*Jason Escabi*

JASON ESCABI  
SUPERVISOR  
DCYF - SEACOAST

*Jennifer Gerber*

JENNIFER GERBER  
SUPERVISOR  
DCYF - SOUTHERN

*Jay Couture 11-7-14*

JAY COUTURE - DIRECTOR  
SEACOAST MENTAL HEALTH CENTER

*Louise Morin-Davy Ph.D.*

LOUISE MORIN-DAVY, Ph.D.  
DIRECTOR, CENTER FOR LIFE  
MANAGEMENT

*Dawn Reams*

DAWN REAMS  
DIRECTOR  
BRIDGES: Domestic & Sexual  
Violence Support

*Kathy Beebe 10-6-14*

KATHY BEEBE  
EXECUTIVE DIRECTOR  
SEXUAL ASSAULT SUPPORT  
SERVICES (SASS)

*Michael McGillen*

CHIEF MICHAEL MCGILLEN  
PRESIDENT, ROCKINGHAM COUNTY  
CHIEFS ASSOCIATION

## INVESTIGATIONS

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other New Hampshire ICAC Task Force affiliates and members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards (attached). Violation of the ICAC operational standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

The **Rockingham County Attorney's Office** will:

Utilize only sworn law enforcement personnel from the **Rockingham County Attorney's Office** to conduct undercover ICAC investigations. Each investigator involved with undercover operations must receive ICAC training prior to initiating proactive investigations and shall submit reports of all undercover activity to the Portsmouth Police Department.

Conduct reactive investigations where subjects are associated within the **Rockingham County Attorney's Office** jurisdiction, including investigations of child pornography, CyberTip referrals from NCMEC, Internet Service Provider and law enforcement referrals and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Commander.

Provide officers assigned to the Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Locate its ICAC investigators in secured space provided by the **Rockingham County Attorney's Office** with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of the **Rockingham County Attorney's Office** ICAC Task Force personnel, with restricted access to authorized personnel only.

Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force.

## Equipment

If the **Rockingham County Attorney's Office** assigns an investigator to the NH ICAC Task Force with a specific job duty of conducting undercover ICAC investigations, the NH ICAC Task Force will assist the **Rockingham County Attorney's Office** in obtaining the necessary computer equipment, software and supplies to conduct undercover computer investigations. If appropriate, items will be purchased covertly to the extent allowed by NH ICAC purchasing guidelines. The NH ICAC Task Force will provide specified requirements for each item purchased and set a dollar amount for reimbursement. Any deviation from the specified requirements or dollar amount must be approved by the ICAC Commander in writing prior to the purchase. The **Rockingham County Attorney's Office** will make these purchases and submit the invoice to the NH ICAC Task Force for reimbursement if OJJDP grant funds are available. Upon reimbursement, the OJJDP grant will own the equipment, which will remain with the **Rockingham County Attorney's Office** for its use until such time as this MOU is cancelled. Only the **Rockingham County Attorney's Office** staff assigned to the NH ICAC Task Force will use the equipment and /or software provided by the OJJDP grant, and its use will be restricted to ICAC-related investigations. Upon notice to the **Rockingham County Attorney's Office**, a Task Force representative designated by the NH ICAC Commander will have complete and unrestricted access to said equipment for the purpose of ensuring compliance with all grant requirements. In the event either party terminates this MOU for any reason, the equipment will be returned to the NH ICAC Task Force.

## Media Relations

Media release information regarding ICAC investigations and/or arrests should be coordinated with the NH ICAC Commander before any information is released. When any information is provided to the media regarding investigations, arrests, or other actions taken in conjunction with ICAC cases, the **Rockingham County Attorney's Office** shall include reference to the NH ICAC Task Force, as well as any other appropriate agencies and/or ICAC task forces.

It is imperative that all efforts be made to protect undercover online identities, and ICAC investigative techniques. Thus, any media releases (as well as any other information that will become available to the public) will not mention investigator's online identities or other identifying information, or specific ICAC investigative techniques. Failure to adhere to this requirement could seriously jeopardize ongoing proactive investigations and may result in the cancellation of this MOU.



**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.**

A  
5/4/2016

## 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](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

TT  
5/4/2016

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

TT  
5/4/2016

Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <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](http://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

TT  
5/4/2016

- 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.

11  
5/4/2016

25. Certification Regarding EEOP Required:

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

Additional information on EEOP requirements may be found here: [http://ojp.gov/about/ocr/faq\\_eeop.htm](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.

11 5/4/2016

**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: ROCKINGHAM COUNTY ATTORNEY'S OFFICE  
 Address: P.O. BOX 1209 KINGSTON NH 03848  
 Is agency a:  Direct or  Sub recipient of OJP, OVW or COPS funding? | Law Enforcement Agency?  Yes  No  
 DUNS Number: 073970121 | Vendor Number (only if direct recipient)  
 Name and Title of Contact Person: PATRICIA CONWAY  
 Telephone Number: 603-642-4249 | E-Mail Address: PCONWAY@RCAO.NET

**Section A—Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply.

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

I, Thomas Tombarello [responsible official], certify that ROCKINGHAM COUNTY ATTORNEY'S OFFICE [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that THE ROCKINGHAM COUNTY ATTORNEY'S OFFICE [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 Tombarello  
 Chair, Board of Commissioners  
 Print or Type Name and Title      Signature      Date 5/4/2016

**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

# Rockingham County Commissioners

Thomas Tombarello, Chair  
Kevin L. Coyle, Vice Chair  
Kevin St. James, Clerk

119 North Road  
Brentwood, NH 03833



Telephone: 603-679-9350  
Facsimile: 603-679-9354

commissioners@  
co.rockingham.nh.us

## CERTIFICATE OF AUTHORITY

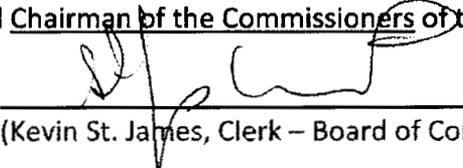
I, Kevin St. James, Clerk of the Commissioners, do hereby certify that:

1. I am a duly elected Officer of the County of Rockingham.
2. The following is a true copy of the resolution duly adopted at a meeting of the Commissioners of the County of Rockingham duly held on April 13, 2016:

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

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

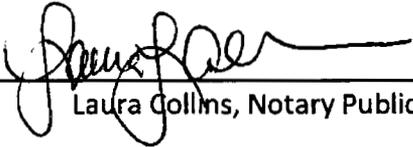
4. Thomas Tombarello is the duly elected Chairman of the Commissioners of the Agency.

  
\_\_\_\_\_  
(Kevin St. James, Clerk – Board of Commissioners)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 13th day of April, 2016 by Kevin St. James.

  
\_\_\_\_\_  
Laura Collins, Notary Public

(NOTARY SEAL)



My Commission Expires: 10/29/2019



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

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

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

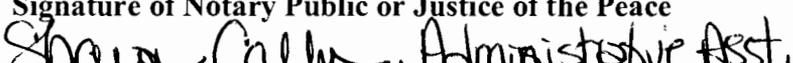
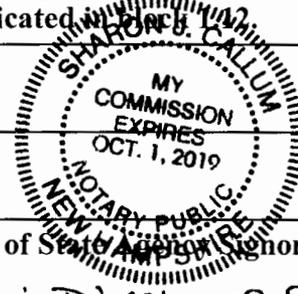
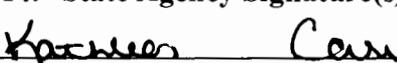
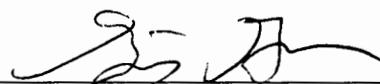
<i>Participating Member:</i> Rockingham County 111 North Road Brentwood, NH 03833		<i>Member Number:</i> 609	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2016	1/1/2017	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
State of New Hampshire 33 Capitol St Concord, NH 03301-6397			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 5/11/2016    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Justice		<b>1.2. State Agency Address</b> 33 Capitol Street, Concord, NH, 03301	
<b>1.3. Subrecipient Name</b> Sullivan County Attorney Victim Witness Program		<b>1.4. Subrecipient Address</b> 14 Main Street, Newport, NH 03773	
<b>1.5 Subrecipient</b> Phone # (603) 863-7950	<b>1.6. Account Number</b> 0220.20.2015.5021	<b>1.7. Completion Date</b> 03/30/2017	<b>1.8. Grant Limitation</b> \$50,000
<b>1.9. Grant Officer for State Agency</b> Kathleen B. Carr		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Jessie W. Levine, County Manager	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Sullivan, on 4/18/16, 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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)  Administrative Asst.			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Sharon Callum, Administrative Assistant / Notary Public			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Kathleen Carr, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 5/18/16			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			

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

Subrecipient Initials \_\_\_\_\_  
Page 1 of 6



Date 4/18/2016

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
  - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
    - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
    - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
    - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
    - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

je 4/18/2016

- 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 intend 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.

J C  
4/18/2016

# 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: **Sullivan County, NH**

DUNS Number: **105724371**

SAM Registration Expiration Date: **7/29/2016**

Federal Funds Requested: **\$50,000**

1. Project Title: **Sullivan County Victim Witness Program**
2. Grant Project start date: **07/01/2016** Project end date: **06/30/2017**
3. Project Director: **Heather Delaney, Sullivan County Victim Witness Coordinator**  
Telephone: **(603) 863-7950 Ext. 133** Email: **hdelaney@sullivancountynh.gov**
4. Financial Officer: **Jessie W. Levine, County Manager / Fiscal Agent**  
Telephone: **(603) 863-2560 Ext. 101** Email: **manager@sullivancountynh.gov**
5. Primary contact person for this project is: **Heather Delaney, SCVW Coordinator**  
Address: **14 Main Street, Newport, NH, 03773**  
Telephone: **(603) 863-7950 Ext. 133** Email: **hdelaney@sullivancountynh.gov**

#### **6. Certification Required:**

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

Signature of signing authority:  Date: 4/18/16  
*Jessie W. Levine, County Manager/Fiscal Agent*

Address: **14 Main Street, Newport, NH, 03773**

Telephone: **(603) 863-2560 Ext. 101** Email: **manager@sullivancountynh.gov**

*je*  
2  
4/18/2016

## Section 2: Narrative Questions

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

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

*The purpose of the program currently administered by Sullivan County Victim Assistance Program is to provide crisis intervention and support to victims and their families from the time of victimization to the conclusion of their case. The Sullivan County Victim Assistance Program is committed to ensuring that all victims of crime in Sullivan County are supported throughout the criminal justice process and are treated with the dignity and respect they deserve. The program provides support services to individuals who have suffered physical, sexual, emotional trauma, and/or financial harm as a result of the commission of crime. The Victim Assistance Program, as part of the prosecution team, ensures that victims of crime are heard throughout the process and that are afforded the rights guaranteed to them by the New Hampshire Victim's Bill of Rights.*

*In 2015, the Sullivan County Attorney's Office prosecuted approximately 200 felony level cases, of which 74 victims received direct services from the Victim Assistance Program. These cases included crimes such as sexual assaults, child sexual assaults, first and second degree assaults, criminal threatening, burglary, and theft by undertaking. Performance measures of these services were tracked from October 1, 2015 until December 31, 2015 and indicate 17 victims received information pertaining to the criminal justice process, 11 victims received accompaniment to child advocacy / law enforcement interviews and 19 victims were notified of criminal justice events.*

*In 2016 and 2017, under new leadership, the Sullivan County Victim Assistance Program will expand its role to not only provide the maximum possible level of victim assistance, but also to work with local law enforcement to raise awareness to challenges facing victims during the criminal justice process. We have found that due to the lack of early intervention, victims are often not considered in the investigation phase. This insight allows us the opportunity to increase the significant role of victim assistance in the criminal justice process and provide an improved service to the community.*

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. N/A existing project
  - 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.

*As stated above, in the coming year the victim assistance program will sustain and expand by working with local law enforcement to raise awareness and understanding of essential victim services. In addition, by expanding outreach to victims the program will improve on its success of supporting victims who may otherwise not have knowledge of the court process. The*

*3*  
*4/18/2016*

*additional funding provided by this grant will allow the victim assistance coordinator to dedicate a higher percentage of her time to direct victim assistance.*

3. 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 Sullivan County Victim Assistance program provides direct services to victims of crime in the County. The goal of this office is to sustain and expand its support of victims and their families, to ensure that all victims' rights have been met, and to ensure that victims are aware of services available in the region and state.*

*The essential goals and functions of the position are listed below.*

1. *Provide crisis intervention and support to victim and witnesses; provide victims and witnesses with referrals to information about the availability of social, mental health and medical services; and provide assistance to victims or witnesses through the criminal justice process, keeping them informed of the status of their case, hearings plea negotiations etc.*
2. *Coordinate court appearances for victim/witnesses; attend depositions, court hearings and trials to provide support and information to witnesses.*
3. *Assist victims in preparing claims for Victim Compensation Fund.*
4. *Assist victims in preparing restitution claims and providing prosecutors with summaries of those restitution claims.*
5. *Prepare witnesses for testifying and provide prosecutors with cooperative, competent, well informed witnesses.*
6. *Advise victim of their rights; assist in preparation of victim impact statements to be used at sentencing; assist victims in facilitating the return of property used as evidence.*
7. *Attend Child Advocacy Center (CAC) interviews and monthly case reviews. Act as a liaison between the victim and the parents or other possible care for the victims and the CAC, law enforcement and prosecution.*
8. *Assist the Sullivan County Police Departments, upon request, with transportation, joint interviewing and death notifications.*

*Following a recent transition of key staff who oversee the program, a new goal of the County is to expand knowledge of an existing software system of which holds capabilities to streamline program documentation within case files. The program director will receive Karpel software program training in May of 2016. A key objective of this goal is to increase productivity and*

*4  
4/18/2016*

*proficiency in case management, which will allow more time to be allotted to additional victim services.*

*An additional goal of the program director will be to identify and attend additional training opportunities in victim advocacy, specifically in the category of trauma informed care. By participating in training within this specialty, the director will be able to increase the effectiveness of her own and others' interactions with victims and their families.*

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

*Sullivan County is committed to meeting the needs of victims of crime in our community, and the victim witness program is a critical part of the office of the County Attorney. Historically, grant funds have offset about half of the cost of the program, which has allowed the County to provide the services in a sustainable manner even while the case load grew. Due to changes in the criminal court process in the coming year, we expect the County Attorney's office to experience a significant increase in case load, which will require Sullivan County to fund at least one additional attorney as well as additional support staff. Thus, the VOCA grant funding that supports the victim assistance program will become even more essential to the sustainability of the program. The discontinuance of federal funding would threaten the dedication of staff to this program.*

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

*In the past, paper records were kept on each victim served and case resolved, but the methodology did not allow for thorough programmatic review and the identification of shortcomings or improvements that could be made to the program as a whole. In addition, there was very little community or law enforcement outreach or training, which limited the potential impact for the program.*

*With new staff and a new approach to program management, program tracking and evaluation will be more straightforward. As stated above, better use of technology will allow the new program director to track cases for volume, categories, costs, time spent, number of client contacts, and will allow the identification of areas of improvement. The County will immediately begin to see improvement in services provided as patterns more quickly emerge and become identifiable. Therefore more immediate focus and attention can be placed on efforts surrounding servicing victims in these disciplines.*

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

*Sullivan County receives in excess of \$500,000 in outside grant funding on an annual basis, which offsets a small portion of the County's annual budget of over \$30,000,000. The County Manager will oversee financial management of the federal grant funds, and her office is skilled*

*in the budgeting, management, and auditing of grant funds as well as the county budget as a whole. Sullivan County has routinely participated in the A-133 audits that are required due to the County's receipt of federal funds above the single audit threshold.*

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

*The victim witness coordinator (project director) is a full-time position, of which 75% of her time is dedicated to direct victim assistance and the remaining 25% supports the County Attorney's office as a liaison to law enforcement, witnesses, and others involved in the criminal justice process. As shown below, the grant funding sought is to offset only that portion of the victim coordinator's time that is spent on direct victim assistance; the balance of her salary, as well as the cost of travel, training, and office support, will be borne by Sullivan County.*

6

6  
4/18/2016

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**

*Heather Delaney, Victim Witness Coordinator*

*At least 75% of the Victim Witness Coordinator's time is spent on direct victim assistance and this application seeks funding to offset only that portion of salary dedicated to direct assistance (total annual salary \$59,325 x 75% = \$44,494 of annual salary dedicated to victim assistance). This position is a Grade 13 out of 30 on Sullivan County's wage scale for full-time non-union employees.*

<b>Category A Personnel Sub-Total Federal:</b>	\$35,595	<b>Match:</b>	\$8,899
--	----------	---------------	---------

**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.

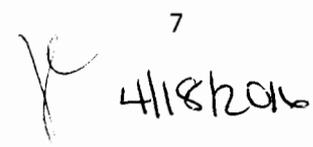
**Name/Position                      Computation                      Federal                      Match**

*Heather Delaney/Victim Witness Coordinator*

*As above, 75% of the annual cost of benefits relate directly to victim assistance. Below represents benefits available to all full-time non-union employees.*

<i>FICA</i>	<i>\$ 4,606 (7.65% of salary)</i>
<i>NH Retirement</i>	<i>\$ 6,726 (11.17% of salary)</i>
<i>Health Insurance</i>	<i>\$ 7,852 (single plan, employer's share)</i>
<i>Dental Insurance</i>	<i>\$ 320 (single plan, employer's share)</i>
<i>Life Insurance &amp; LTD</i>	<i>\$ 220</i>
<i>Workers Compensation</i>	<i>\$ 189</i>
<i>Unemployment</i>	<i>\$ 23</i>
<b>Total Benefits</b>	<b>\$19,936 x 75% = \$14,952</b>

<b>Category B. Fringe Benefits Sub-Total Federal:</b>	\$11,962	<b>Match:</b>	\$2,990
---	----------	---------------	---------

7  




**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**

<b>Category G-1 Consultant Fees:</b>		<b>Match:</b>	
<b>Sub-Total Federal:</b>			

**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**

<b>Category G-2 Consultant Expenses</b>		<b>Match:</b>	
<b>Sub-Total Federal:</b>			

**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**

<b>Category G-3 Contracts</b>		<b>Match:</b>	
<b>Sub-Total Federal:</b>			

9  
 4/18/2016



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

Budget Category Amount	Federal	Match
A. Personnel	\$35,595	\$8,899
B. Fringe Benefits	\$11,962	\$2,990
C. Travel	\$2,443	\$4,067
D. Equipment	0.00	0.00
E. Supplies	0.00	2,375.00
F. Construction	0.00	0.00
G. Consultants/Contracts	0.00	0.00
H. Other	0.00	2,425.00
<b>Total Direct Costs</b>	<b>\$50,000</b>	<b>\$20,756</b>
I. Indirect Costs		
<b>Total Project Costs</b>	<b>\$50,000</b>	<b>\$20,756</b>

<b>Federal Request:</b>	<b>\$50,000</b>
<b>Non-Federal Match</b>	<b>\$20,756</b>
<b>VOC Program Cost</b>	<b>\$70,756</b>
<b>Total Project Cost</b>	<b>\$93,492</b>

**New Hampshire Department of Justice**

BUDGET NARRATIVE: Provided within each category.

  
 11  
 4/18/2016

**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.**

*J*  
4/18/2016

## 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](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

je  
11/18/2016

- 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

*J*  
4/18/2016

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

J 4/18/2016

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

C  
4/18/2016

## 25. Certification Regarding EEOP Required:

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

J  
4/18/2016

## 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](mailto: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

ju  
4/18/2016

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.

Jessie W. Levine, County Manager

\_\_\_\_\_  
Name and Title of Head of Agency

\_\_\_\_\_  
Signature

4/18/16

\_\_\_\_\_  
Date

Sullivan County NH, 14 Main Street, Newport, NH 03773-1548

\_\_\_\_\_  
Name and Address of Agency

jc  
4/18/2016

Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <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](http://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

JC  
4/18/2016

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.

<sup>c</sup>  
4/18/2016

- 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.

  
4/18/2016

**CERTIFICATION FORM**

**Compliance with the Equal Employment Opportunity Plan (EEO) Requirements**

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

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

**Section A—Declaration Claiming Complete Exemption from the EEO Requirement**

Please check all the following boxes that apply.

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

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that \_\_\_\_\_ [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 EEO Submission Requirement and Certifying That an EEO Is on File for Review**

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

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

Sullivan County Human Resources Office  
 [organization],  
 5 Nursing Home Drive, Unity, NH, 03743  
 [address].

Jessie W. Levine, County Manager      \_\_\_\_\_      4/15/16

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

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

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

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

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

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

4118296

**CERTIFICATE OF VOTE/AUTHORITY**

I, **Bennie Nelson** of the **Sullivan County, NH**, do hereby certify that:

1. I am the duly elected **Commissioner Vice Chair & Acting Clerk** of the (Corporation:) **Sullivan County, NH**;
2. I maintain and have custody of and am familiar with the seal and minute books of the Corporation;
3. I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
4. The following are true, accurate and complete copies of the resolutions duly adopted by the Corporation at a meeting of the **Board of Commissioners** held in accordance with New Hampshire State laws on **Monday, April 18, 2016**;

**RESOLVED:** That this Corporation may enter into any and all agreements and contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Justice, for grant funding of the Victims of Crime Act VOCA Assistance agreement.

**RESOLVED:** That the **County Manager** is hereby authorized on behalf of this corporation to enter into said agreements and contracts with the State of New Hampshire Department of Justice and to execute any and all documents, agreements, contracts, and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate. **Jessie W. Levine** is the duly appointed **County Manager** of the Corporation.

5. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **April 18, 2016**.

IN WITNESS WHEREOF, I have hereunto set my hand as the **Commissioner Acting Clerk** of the **Sullivan County, NH** this **18th** day of **April, 2016**.

Bennie Nelson  
Bennie Nelson, Board of Commissioner Vice Chair & Acting Clerk

STATE OF NH

COUNTY OF SULLIVAN

(SEAL OF COUNTY OF SULLIVAN, NH)

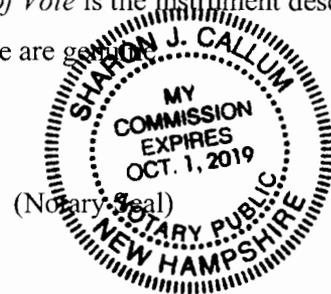
NOTARY:

The undersigned hereby certifies that the foregoing *Certificate of Vote* is the instrument described therein, that the signatures and seal of Sullivan County on this Certificate of Vote are genuine.

Sharon Callum

Justice of the Peace/Notary Public

My commission expires: 10/1/2019



[Signature] 4/18/2016



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

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

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

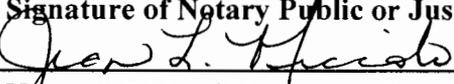
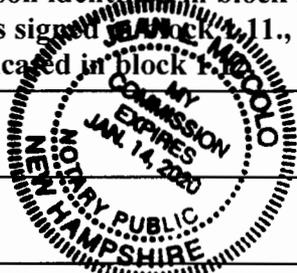
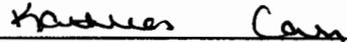
<i>Participating Member:</i> Sullivan County 14 Main Street Newport, NH 03773		<i>Member Number:</i> 606	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2015	7/1/2016	Each Occurrence	\$ 5,000,000	
	7/1/2016	7/1/2017	General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2015	7/1/2016	Combined Single Limit (Each Accident)	\$5,000,000	
	7/1/2016	7/1/2017	Aggregate	\$5,000,000	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	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"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2015	7/1/2016	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
	7/1/2016	7/1/2017			
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
State of New Hampshire 33 Capitol St Concord, NH 03301-6397			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 5/11/2016    tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Justice		<b>1.2. State Agency Address</b> 33 Capitol Street, Concord, NH, 03301	
<b>1.3. Subrecipient Name</b> Strafford County CAC		<b>1.4. Subrecipient Address</b> 259 County Farm Road, Suite 201, Dover, NH 03820	
<b>1.5 Subrecipient Phone #</b> (603) 516-8102	<b>1.6. Account Number</b> <del>5021-072-2017106</del> 02-20-20-20151022	<b>1.7. Completion Date</b> 06/30/2017	<b>1.8. Grant Limitation</b> \$18,200
<b>1.9. Grant Officer for State Agency</b> Kathleen B. Carr		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> George Maglaras, Chairman	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Strafford</u> , on <u>4/7/16</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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Jean L. Miccolo, Justice of the Peace			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Kathy Carr, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: 		Assistant Attorney General, On: <u>5/24/16</u>	
<b>1.17. Approval by Governor and Council (if applicable)</b>			
By:		On: <u> / /</u>	

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

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

4/7/16  


- 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.

4/7/16  


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: Strafford County Child Advocacy Center

DUNS Number: 07-395-9439

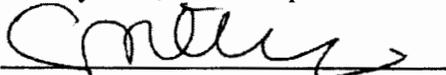
SAM Registration Expiration Date: 9/15/2016

Federal Funds Requested: \$18,200

1. Project Title: Strafford County Child Advocacy Center
2. Grant Project start date: 7/1/16 Project end date: 6/30/17
3. Project Director: Cait Miller  
Telephone: 603-516-8102 Email: cmiller@co.strafford.nh.us
4. Financial Officer: Diane Legere  
Telephone: 603-742-1458 Email: dlegere@co.strafford.nh.us
5. Primary contact person for this project is: Cait Miller  
Address: 259 County Farm Rd, Suite 201, Dover NH 03820  
Telephone: 603-516-8102 Email: cmiller@co.strafford.nh.us

**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: 3/18/16

Address:

Telephone:

Email

4/7/16  


## 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.

In 2004, the New Hampshire Attorney General's Office set aside a small amount of monies for each New Hampshire County to establish a Child Advocacy Center (Hereafter "CAC"). Subsequently, in the same year, a group of dedicated multi-disciplinary professionals began meeting monthly to plan for a CAC for Strafford County, New Hampshire. The Strafford County CAC (Hereafter "SCCAC") celebrated its Grand Opening in November, 2006. On June 7, 2007, the SCCAC was recognized as an Associate Member of the National Children's Alliance (Hereafter "NCA"). In September of 2013, the SCCAC applied for full accreditation membership with NCA. The SCCAC was awarded full accreditation status in October of 2014.

Currently, the SCCAC employs 2 full time staff members: the Director and Forensic Interviewer. The SCCAC is located at 259 County Farm Road in Dover, NH. The SCCAC multidisciplinary team includes three district offices of the Division for Children, Youth and Families (hereafter DCYF), 14 law enforcement agencies, one mental health agency, one sexual violence crisis center, one domestic violence crisis center and one specialized medical provider for handling cases of child sexual and physical abuse, and the County Attorney's Office.

Although Strafford County has embraced the multidisciplinary model and has been recording forensic interviews of children since the 1980's, it was not until the advent of the SCCAC, that all Multi-Disciplinary Team (Hereafter "MDT") partners were engaged and a true MDT response was actualized. This response has created more opportunities for a coordinated team effort throughout the county. Over the past several years, the SCCAC has provided many trainings to our local law enforcement officials, DCYF district offices, schools, and other community agencies to enhance reporting of child abuse in all towns and cities in Strafford County. Starting in July of 2014, SCCAC staff also took over the coordination of Strafford County's adult MDT, which involves coordinating the team for adult cases and in some instances conducting forensic interviews of adult survivors of sexual assault and domestic

4/7/14  
Gau

violence. This has led to an overall increase in SCCAC cases and work load for the forensic interviewer position.

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

The SCCAC continues to monitor nationwide movements and best practice models in child abuse prevention. National statistics continue to show that 1 in 4 girls and 1 in 6 boys will be sexually abused before their eighteenth birthday. These are alarming statistics that illustrate the need for specialized services for children that experience sexual and/or physical violence. The SCCAC has been providing quality services to children and families in Strafford County for many years; however the need for these services is still on the rise. The continued increase of children, families and adults coming through our center illustrates the continued need for services in Strafford County.

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

4/7/14  
ga

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 SCCAC parallels the national model and is a community partnership dedicated to a coordinated team approach by professionals pursuing truth and safety during investigations of child abuse. By bringing together professionals from law enforcement, the County Attorney's Office, DCYF, victim advocacy agencies and the medical and mental health communities, the SCCAC provides a safe-child friendly location for interviewing alleged victims of child abuse, coordination of services for victims and families, and child abuse prevention through community education. In Strafford County, children who are suspected victims of child abuse are brought to the SCCAC, where a trained forensic interviewer-interviews the child about the abuse, while other members of the investigative team observe via closed circuit television. Through this process, outcomes show that team observation of the forensic interview reduces the number of times a child must be questioned about his or her abuse thus preventing further trauma to child victims; team observation of interviews enables a coordinated approach to investigations; a team approach equates a more efficient and effective investigation; and fewer interviews and more efficient investigations result in cost savings to the community.

The SCCAC ensures that all members of the multidisciplinary, multi-agency team are notified and present for the child's interview and ensures a qualified forensic interviewer is present to conduct the victim interview. All forensic interviews are conducted by interviewers who have received specialized, nationally recognized, evidence based training in children's interviewing. The SCCAC assists families through: facilitating referrals and arranging appropriate follow up services; helping families interface with community services and providing support, education and outreach to these families as needed. The SCCAC also utilizes NCATrak to track the status of the investigation, prosecution, and service referrals made for each family, ensuring that all aspects of the case are met and that the families' needs do not "fall

4/7/14  
Gru

through the cracks.” Additionally, this system helps to track statistics as well as alleged offenders, and helps the SCCAC identify when an alleged offender may have multiple victims. This allows the SCCAC to communicate important information to law enforcement and DCYF about cases that may be related. Prior to the SCCAC, this information was not as readily available.

GOAL 1: The SCCAC will continue to coordinate investigations of child abuse to ensure best practice and provide support to the child/family through the process.

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

Objective/Activity 2: To continue to conduct forensic interviews of children ages 5 – 17 when there have been allegations of sexual abuse, physical abuse, or they have witnessed a violent crime.

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

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

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

GOAL 2: The SCCAC meet and/or exceed the National Children’s Alliance standards for CAC accreditation.

Objective/Activity 1: The SCCAC will continue evaluate the areas that may need growth or improvement that may arise.

Objective/Activity 2: CAC and work in conjunction with the Advisory Board and the

4/7/14  
gu

GSCA Director to find solutions to any problems or barriers that arise in meeting our national standards

Objective/Activity 3: The SCCAC will address any areas for improvement or barriers to gaining full Accreditation status as identified by NCA.

Performance Measures: 1. The SCCAC has gained full accreditation and will remain in compliance with national standards. 2. The SCCAC will submit annual reports to the National Children's Alliance detailing and certifying how we meet standards.

GOAL 3: The SCCAC staff will also coordinate the multidisciplinary team response to adult victims of domestic and sexual violence, in accordance with best practices

Objective/Activity 1: Coordination of intake and notification to the multidisciplinary team regarding scheduling a forensic interview, when indicated.

Objective/Activity 2: Conduct forensic interviews of adult victims who are reporting the crimes of domestic violence, adult sexual assault, or reporting a childhood sexual assault as an adult.

Objective/Activity 3: Coordinate case review meetings and discussions of adult cases with the multidisciplinary team.

Objective/Activity 4: Provide appropriate community based referrals to adult victims, including but not limited to: local crisis centers, mental health services and others.

Performance Measures:

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

The SCCAC along with the Strafford County Attorney's Office and members of our multidisciplinary team, are committed to the long term support and sustainability of the CAC. The accomplishments of the CAC would not be possible without the support of Strafford County as the fiscal agent. Strafford County supplies monetary support and tangible items to the CAC and has pledged to do so in the future. Additionally, funding from NCA will assist in continuing to fund the SCCAC. With the pledge of support from Strafford County, the New Hampshire Attorney General's Office, and NCA, this

will ensure the future growth, development, and sustainability of the SCCAC.

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

The CAC conducts yearly surveys of our MDT to gather feedback from our partner agencies about what is working well and to identify areas of improvement. The results of these surveys are discussed at case review with the entire team and influence future decisions regarding the day to day operations of the CAC. Areas identified that need change or improvement by the MDT are discussed and implemented. Also, the SCCAC has begun taking part in a statewide Outcome Measurement System survey that is available to CAC's through the National Children's Alliance. This survey is intended to check in about the services we provide to child victims of crime and their families, as well as our MDT members.

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

The Strafford County CAC operates under the auspices of Strafford County, specifically as a program of its County Attorney's office. Strafford County operates at the SCCAC's fiscal agent and is responsible for all administrative tasks, such as payroll, accounting and human resources. Strafford County employs a finance director who assists in overseeing management of federal grant funding. The finance director and CAC director communicate routinely about federal grants and management.

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

4/7/14  


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>
Candice Leach, Forensic Interviewer		\$18,200	\$3,640

<b>Category A Personnel Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

4/7/14  


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

<b>Budget Category Amount</b>	<b>Federal</b>	<b>Match</b>
<b>A. Personnel</b>	<b>\$18,200</b>	<b>\$3,640</b>
<b>B. Fringe Benefits</b>		
<b>C. Travel</b>		
<b>D. Equipment</b>		
<b>E. Supplies</b>		
<b>F. Construction</b>		
<b>G. Consultants/Contracts</b>		
<b>H. Other</b>		
<b>Total Direct Costs</b>		
<b>I. Indirect Costs</b>		
<b>Total Project Costs</b>	<b>\$18,200</b>	

<b>Federal Request</b>	<b>\$18,200</b>
<b>Non-Federal Match Amount</b>	<b>\$3,640</b>

4/7/14  
Gw

**New Hampshire Department of Justice**

---

**BUDGET NARRATIVE:**

All requested funding is being applied to a portion of the forensic interviewer salary. This position is responsible for conducting the majority of forensic interviews at the SCCAC, as well as responsible for coordinating Strafford County's multidisciplinary response to reports of abuse. The forensic interviewer is also responsible for the intake of cases to the SCCAC. This is an essential position for the SCCAC, as the services and support it provides are much needed for victims and families presenting at the center.

4/7/10  


## INSTRUCTIONS FOR THE VOCA APPLICATION PROCESS

**Step One** - Complete all three sections (cover page, narrative, budget and budget narrative) of this application and submit it electronically to [Jane.Brezosky@doj.nh.gov](mailto:Jane.Brezosky@doj.nh.gov) on or before March 21, 2016.

*NEW- Your project application will serve as your Scope of Work (Exhibit "A") and will be included in your State of NH Grant Agreement Contract should you be selected for funding.*

**Step Two** - Review the instructions and required forms found in the additional attachments to this e-mail titled APPENDIX I and APPENDIX II: These documents are provided for informational purposes only. Included in APPENDIX I is the State of New Hampshire Grant Agreement Form and the Method of Payment document. In APPENDIX II you will find the Special Provisions document, which pertains specifically to the VOCA requirements.

*NEW - Documents found in APPENDIX I and APPENDIX II are listed below and will only need to be executed upon an award being made for your project:*

- State of New Hampshire Grant Agreement : Original hard copy with notarized signature
  - Exhibit A: Scope of Work\*
  - Exhibit B: Method of Payment
  - Exhibit C: Special Provisions
  - Certificate of Authority- (sample provided herein)
  - Certificate of Liability Insurance- compliant with requirements as found in State of NH Grant Agreement, Section 14
  - NH Worker's Compensation Insurance
  - NH Secretary of State Certificate of Good Standing- dated on or after April 1<sup>st</sup> of the year of grant award.

\*Your completed project application (revised if necessary) will be incorporated into the Grant Agreement as "Exhibit A- Scope of Work".

**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.**

4/7/14  
gn

## 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](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**.

4/7/16  
92

- 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

4/7/16  
G

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

4/7/16  
gjm

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](mailto:oig.hotline@usdoj.gov)  
or hotline fax: (202) 616-9881

additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://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

4/7/16  
GWW

Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <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](http://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

4/7/14  


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.

4/7/16  
CJW

- 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.

4/2/16  
Gru

**Certificate of Authority # 1**

*(Corporation or LLC - Non-specific, open-ended)*

**Corporate Resolution**

I, Leo Lessard, hereby certify that I am duly elected Clerk/Secretary of  
*(Name)*  
Strafford County I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation or LLC)*

a meeting of the Board of Directors/shareholders, duly called and held on Apr. 7, 2016  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That George Maglaras <sup>Chairman</sup> *(may list more than one person)* is  
*(Name and Title)*  
duly authorized to enter into contracts or agreements on behalf of

Strafford County with the State of New Hampshire and any of  
*(Name of Corporation or LLC)*

its agencies or departments and further is authorized to execute any  
documents which may in his/her judgment be desirable or necessary to effect  
the purpose of this vote.

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

DATED: 4/7/16

ATTEST: Leo Lessard, Clerk  
*(Name & Title)*



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

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

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

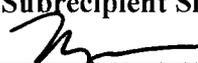
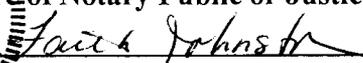
<b>Participating Member:</b> Strafford County 259 County Farm Road Dover, NH 03820		<b>Member Number:</b> 605	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	1/1/2014	1/1/2015	Each Occurrence	\$ 5,000,000
<input checked="" type="checkbox"/>	<b>Professional Liability (describe)</b>			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"/>	<b>Automobile Liability</b>	1/1/2014	1/1/2015	Combined Single Limit (Each Accident)	\$5,000,000
	Deductible    Comp and Coll: \$1,000			Aggregate	\$5,000,000
	<input type="checkbox"/> Any auto				
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	\$
<input checked="" type="checkbox"/>	<b>Property (Special Risk Includes Fire and Theft)</b>	1/1/2014	1/1/2015	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Tammy Denver</i>
National Children's Alliance 516 C Street NE Washington, DC 20002			<b>Date:</b> 7/17/2014    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

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 Mary Hitchcock Memorial Hospital		1.4. Subrecipient Address 1 Medical Center Dr. Lebanon, NH 03756	
1.5 Subrecipient Phone # (603) 653-9012	1.6. Account Number 02-20-20-201510-5021	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$150,000
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 Robert Kilfather-Markley, CFO	
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>Grafton</u> , on <u>4/26/16</u> before the undersigned officer, personally appeared the person identified in block 1.12., (to be identified 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.			
1.1. Signature of Notary Public or Justice of the Peace 			
1.2. Name & Title of Notary Public or Justice of the Peace FAITH JOHNSTON, Notary Public			
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>5/20/16</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u> / /</u>			

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

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

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

Section 1: Cover Page

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

**Applicant Information:**

Name of Applicant Organization: Mary Hitchcock Memorial Hospital (MHMH)

DUNS Number: 069910270000

SAM Registration Expiration Date: 4/30/16 Federal Funds Requested: \$ 150,000

1. Project Title: Child Advocacy Center at CHaD

2. Grant Project start date: 7/1/16 Project end date: 6/30/17

3. Project Director: Cathy Brittis

Telephone: 603-653-9012

Email: Cathy.Brittis@hitchcock.org

4. Financial Officer: Robin Kilfeather-Mackey

Telephone: 603-650-5634

Email: Robin.F.Kilfeather-Mackey@hitchcock.org

5. Primary contact person for this project is: Cathy Brittis

Address: CAC at CHaD, 1 Medical Center Dr. Lebanon NH 03756

Telephone: 603-653-9012

Email: Cathy.Brittis@hitchcock.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: Cathy Brittis Date: 3/21/16

Address: 1 Medical Center Dr. Lebanon, NH 03748

Telephone: 603-653-9012

Email Cathy.B.Bean@hitchcock.org

## Section 2: Narrative Questions

### VOCA Application Project Narrative: Scope of Work

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

The Child Advocacy Center (CAC) at the Children's Hospital at Dartmouth (CHaD) is a program of the Child Advocacy and Protection Program (CAPP) at CHaD. In early 2000, those disciplines involved and invested in local child abuse cases recognized the need for better collaboration, team work, and a safe place for children to come and be served when concerns for child abuse were present in their life. Thus forming our CAC program, which currently serves children and families from both Grafton and Sullivan Counties in New Hampshire. In 2005, CHaD hired a full time Program Director to oversee the development and growth of this program, opening our main site in the Lebanon region in 2005, quickly followed by the 2006 opening of our Sullivan County site and in 2008 we opened a satellite office in Littleton, NH to address the needs of the northern and eastern areas of Grafton County. During this 3 year span, early on, we quickly recognized the need for multiple sites as a result of the very rural and demographically challenging make up of our two county region which includes 54 towns within 2,251 square miles and several separate population centers. As our program continued to grow we relocated our Lebanon site and Sullivan site to better meet the needs of our team and the families we serve.

The CAC serves children and families whose lives are impacted by the physical, mental and social devastation of child abuse; specifically child sexual abuse, physical abuse where injuries have been sustained and children who witness violence/homicide. The CAC model ensures that a multidisciplinary team (MDT) approach is utilized when investigating these types of cases. The MDT includes professionals from the disciplines of prosecution, law enforcement, child protection services, forensic interviewers, mental health, medical, victim advocacy, and crisis support services. Our goal is that through the provision of specialized, culturally sensitive, and developmentally appropriate, forensic interviews; ongoing support; necessary follow up services; and case management for the children and families we serve; is to help the family begin on their journey to healing through this traumatic time. Through the CAC model, and the MDT approach, research indicates that investigations are thorough and complete; victims and their families are better supported; and outcomes promote both justice and healing. The CAC at CHaD is a nationally accredited program through the National Children's Alliance and a member agency of the Granite State Children's Alliance.

While statistics indicate that child abuse is a national tragedy, proof of abuse is often elusive because the acts are usually not witnessed, reports are conflictual, and young victims are often afraid and ashamed to come forward and report what has happened to them. National statistics indicate that 1 in 10 children are sexually abused prior to the age of 18. The literature which supports our experiences crosses all socio-economic groups, all geographical areas, and all genders. America's most vulnerable population is often misdiagnosed, underserved, and uninsured. Despite these obstacles to reporting the abuse, national statistics show other statistics are equally troubling:

- In 2014, an estimated 702,208, children were confirmed victims of actual abuse and neglect situations (National Child Abuse and Neglect Data System – NCANDS)
- In 2014, the US national rate of children who were victims of maltreatment was 9.4 per 1,000 children (up from 9.1 the previous year)
- In reviewing the data for our two county region, we found that in 2015 there were a total of 1467 assessments conducted by the Division for Children, Youth, and Families for concerns of

child abuse and neglect within Grafton and Sullivan Counties. Of these assessments, there were a total of 79 children found to be substantiated victims of abuse. The number of assessments has risen over the past year. However, since in New Hampshire, DCYF is only involved in assessments of child sexual abuse when a reported offender is within the family system, the CAC continues to see more child victims through referrals from Law Enforcement.

- In 2015, our CAC served 274 children whose lives were impacted by child abuse.

#### Proposed Project

We are seeking this grant funding to assist us in continuing to provide exceptional, best practice services within our two county region. These funds will allow our program to continue to meet the needs of those children and families of both Grafton and Sullivan Counties whose lives may have been impacted by child abuse. Over this past year we increased our staffing to continue to meet the needs and growth of our program and these funds will help to ensure that this position remains. The CAC is a child-friendly, community focused program that utilizes a coordinated multidisciplinary team approach to investigate and intervene in child abuse cases. The functions of the CAC and this project are:

- Minimize the trauma to the victims and their family by providing a safe, child-centered neutral setting where developmentally appropriate forensic interviews are conducted by specially trained CAC staff
- Provide support and services to children and their non-offending caregivers during the investigation and prosecution process
- Provide forensically sound, developmentally and culturally competent interviews that will allow for optimal information gathering in a non-judgmental and supportive environment
- Coordinate a multidisciplinary team approach to the investigation by ensuring that all necessary professionals involved in the investigation are part of the pre and post interview meetings where pertinent information is shared and gathered; as well as observation of the forensic interview occurs.
- Empower families to make changes and provide support to assist families in understanding the dynamics of abuse and ensure the safety, well-being of their children.
- Promote justice through thorough and best practice investigations, therefore leading to increased prosecution of cases in a timely manner;
- Ensure best practice in all investigations of child abuse in our community by continuing to provide access to ongoing training for staff and members of the MDT; as well as provide consultation on cases to team members through regular contact and case review process;
- Provide referrals for necessary and appropriate follow up services for all CAC families and follow up care to make sure that their needs do not "fall through the cracks,";
- Provide forensic interviews and follow up services to every verbal child impacted by sexual or significant physical abuse in our two county region through the CAC and also serve the families of these children.
- Provide education and outreach through presentations and consultation within our two county region.

The strategies to ensure these functions are being met are outlined in our goals, objectives, activities, and performance measures below:

**Goal 1:** The CAC will continue to coordinate investigations of child abuse that ensures best practice and is ultimately supportive to the child and family.

Objective A: Continue to conduct/provide child interviews in a forensically sound; legally defensible, and emotionally/physically supportive manner for children who may have been victims of child abuse.

Activity 1: Ensure that all professionals who conduct child interviews at our CAC continue to maintain necessary training hours specific to forensic interviewing and current research/practice in this field.

Activity 2: Ensure that all CAC Forensic Interviewers continue to understand the dynamics of trauma and child development by attending trainings and staying up to date on research in this field of practice.

Activity 3: Ensure that all of our forensic interviewers regularly participate in our CAC Peer Review on a quarterly basis; which allows for in-depth review, critique and suggestions for improvement on forensic interviews conducted of children at our center or in the field; as well as ongoing journal review of current research practices in the field of forensic interviewing, child development, and the impact of trauma.

**Performance Measures:**

- 1.) Training binder/logs will indicate support ongoing training requirements are being met; as well as articles read through peer review process.
- 2.) Peer Review sign-in sheets (local and state level) will indicate participation and feedback; as well as research articles being reviewed as a team

Objective B: CAC staff will coordinate a multidisciplinary team that ensures that all investigative team members are present for the staffing of and forensic interview for every child seen at the CAC, thus providing a safe environment that will maximize the information gathered for the investigation while minimizing the trauma for the child.

Activity 1: CAC FI specialists will receive and conduct referrals for CAC cases from Law Enforcement and DCYF social workers.

Activity 2: CAC FI specialists will coordinate with the multidisciplinary team involved in each referral, a date and time that works for all investigative team members and the family to come together at the CAC for staffing of and the forensic interview of the case.

Activity 3: CAC FI specialists will facilitate pre and post meetings with the investigative team and the family; as well as conduct forensically sound, developmentally appropriate interviews of the child.

**Performance Measures:**

- 1.) CAC intake forms, post case forms will indicate/verify notification of the MDT and document who was present at the time of the CAC meeting and interview.
- 2.) Post meeting form and web based tracking system will document who was present for meeting with the family and the next steps/services to be provided to the family

Objective C: To provide a supportive environment to all families that empowers them to receive/accept necessary follow up services that will help them on the path to healing; as well as strengthen their overall physical and emotional health.

Activity 1: Continue to ensure that our CAC facility presents as supportive and inviting to all individuals we serve, through cultural inclusion and special attention to unique family needs.

Activity 2: Crisis services will be notified of every family referred to our CAC and each family will be provided the opportunity to meet with a support advocate while at the CAC and encouraged to reach out with them following the CAC interview.

Activity 3: CAC case manager/FI will make necessary referrals for follow up mental health and specialized medical exams for those families where service recommendations are made by the team and accepted by the family.

Activity 4: CAC case manager/FI will notify each child's Primary Care Provider of the child's visit to the CAC via signed consent from the family.

Activity 5: CAC case manager/FI will conduct a follow up call with family within one week of CAC visit to provide support and answer questions. Ongoing follow up calls will continue based on family's wishes/need throughout the investigation and prosecution process.

Activity 6: CAC Case Manager/FI will communicate with all team members (mental health, medical, DCYF, prosecution, law enforcement and other members as needed) about needs and status of case, insuring all the family's needs are being met throughout the process.

Performance Measures:

- 1.) CAC Post form/Case files will indicate date and time referrals were made to specialized care services (mental health, specialized medical exams, primary care providers)
- 2.) CAC Post form and case tracking will document Crisis Advocate that met with family and services provided at the CAC.
- 3.) CAC Case Manager/FI will document in case file – date and status of follow call with parent and document any next steps or follow up that is needed
- 4.) Case Review agendas/sign in forms will document case discussion and necessary follow up steps needed and completed.
- 5.) CAC statistics will demonstrate that at least 70% of children seen at the CAC will engage in follow up mental health services.
- 6.) Results from the Outcome Measurement Survey will indicate a positive, supportive environment as well as service provided to families.

Goal 2: Continue our ability to ensure that every child has access to localized/community based services from an accredited child advocacy center across our rural two county region.

Objective A: Continue to provide all CAC services at our accredited Grafton County program; at both our main site in Lebanon and our satellite site in Littleton, NH.

Activity 1: Through continued outreach and education ensure that community members and team members from these regions are aware of the CAC services provided at each site.

Activity 2: Continue to partner with DHMC to keep our current spaces in both Lebanon and Littleton and work together with them to secure funding, as well as demonstrate the community benefit/need for these centers.

Activity 3: Continue to ensure that our CAC and members of our team maintain best practice standards in accordance with National standards for accreditation.

Performance Measures:

- 1.) Feedback from the Outcome Measurement MDT Survey will demonstrate awareness and usefulness of the CAC process by all team members.

- 2.) Case tracking software will demonstrate that children are receiving services at our CAC.
- 3.) The Grafton County Program will maintain its accreditation status with the National Children's Alliance.

Objective B: To continue to provide CAC services to our eastern tier of Grafton County by borrowing/utilizing space at the Greater Lakes CAC which is more local to families from this region.

Activity 1: Continue to partner with the Greater Lakes CAC staff to allow us utilization of their site for families from the Eastern Tier of Grafton County

Performance Measures:

- 1.) CAC Case forms and tracking will indicate that CAC services were conducted by our staff at the Laconia CAC site for families from the Eastern Region of Grafton County.

Objective C: To continue to provide CAC services at our accredited Sullivan County CAC Program, located in Claremont, NH.

Activity 1: Through continued outreach and education ensure that community members and team members from Sullivan County are aware of the CAC services provided at this site.

Activity 2: Continue to partner with DHMC to keep our current spaces in Claremont ensuring localized service provision to families from Sullivan County and to work together with them to secure funding for this site.

Activity 3: Continue to ensure that our CAC and members of our team maintain best practice standards that are in accordance with National standards for accreditation.

Performance Measures:

- 1.) Feedback from the Outcome Measurement MDT Survey will demonstrate awareness and usefulness of the CAC process by all team members.
- 2.) Case tracking software will demonstrate that children are receiving services at our CAC.
- 3.) The Sullivan County Program will maintain its accreditation status with the National Children's Alliance.

### Sustainability Plan

The CAC at CHaD began its program back in early 2000. Since then, the program has expanded from being part-time to full time; from having a .5FTE Director, to 3 full time staff; and currently operates three sites to provide localized care to those children and families whose lives are impacted by child abuse. The program has seen tremendous growth over the last ten years.

The CAC along with our host institution of Dartmouth Hitchcock Medical Center (DHMC) and our multidisciplinary team, are committed to the continued success and growth of our two county program. DHMC has shown their commitment through the work of their development office and CHaD community relations department in assisting us in securing necessary funds each year to sustain our program. Through helping to identify grants as well as providing philanthropic dollars to support our shortfall, they are truly committed to the ongoing success of our program. They recognize the need and importance of the work the CAC provides in the greater community and promote our significance to help us raise needed money.

As an accredited member of the National Children's Alliance, our program receives funding to help us continue our work. Our CAC also receives support through our County and over the next fiscal year we are putting a plan in place through our Advisory Council to seek town funds to help us in expanding services as needed. These current funds, being requested through VOCA, will help us continue to do the work we do, while providing direct support to our Forensic Interviewers/Case Managers and allowing us to focus more time on direct service work and outreach in the community.

#### Methods for Evaluation Success/Progress/ Needs for Improvement

As part of best practice, as well as being an accredited member of the National Children's Alliance, our program tracks each case that comes to our CAC from intake through case closure, via NCAtrack, our web based case tracking system, specific to CAC's. This software allows us to record case specific information. It identifies our successes in ensuring that families engage in follow up services; as well as ongoing support they receive and case disposition. This is important information in helping us best evaluate how we are meeting our goals set forth in this project.

Through our case review and case debriefs that are held on a regular basis at the CAC. We are able to identify strengths and challenges in our casework and investigations. From these debriefs, we strategize ways to utilize our strengths, as well as, develop plans to improve from our challenges so that we can provide the most supportive, optimal services and investigations for families.

Also our CAC utilizes an Outcome Measurement Survey, which allows families as well as our MDT to provide confidential, anonymous feedback regarding their experience at the CAC and provides suggestions for improvement from both families and our team. This survey is provided to families via email after they have come to the centers. Twice a year this survey is sent out to our MDT and the feedback is generated back to us through the Granite State Children's Alliance (the chapter organization of New Hampshire CAC's). We then take this feedback back to our MDT and Advisory Council to implement necessary changes and celebrate our successes.

#### Financial Management and Oversight

The management of this grant project will be overseen by our CAC Program Director who has greater than 10 years experience in her role as lead manager/administrator of the operations and financial duties of our CAC at CHaD. During her time at the CAC, our Program Director has demonstrated her successful leadership skills and financial management through her role, development and oversight of the accreditation of our two separate CAC Programs here at CHaD; as well as the continued growth of the program and ongoing management of federal, state, and local grants. Furthermore, her experience and professionalism is noted by many through her invitation to participate on the Leadership Exchange Advisory Board through the Northeast Regional CAC, a member of NCA's accreditation standards task force committee, and her active involvement as a board member for the Windsor County Special Investigative Unit, committee member for the Medical Commission formed by the NH Legislators and as a board member of the Granite States Children Alliance.

In regards to financial management our Program Director reports to our finance/grant department at DHMC who oversees the grants of the CAC Program and ensures that we remain compliant with all mandates. All grant reports and finances are reviewed and approved by our grant manager in the finance department. DHMC is a successful non-profit hospital. Our finance department has proven successful fiscal management of DHMC.

Lastly, our CAC Director reports monthly to our CAC Advisory Council who provide insight to and oversight of our Director on her roles and responsibilities to our CAC Program – operationally, programmatically, and financially.

**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
	Annual Sal	VOCA Allow %		
CAC Program Director Cathy Brittis	\$83,616	\$41,808	\$31,480	10,328
Forensic Interview Specialist/ Casemanager – Jocelyn Thompson	\$46,862	\$44,050	\$44,050	
Forensic Interview Specialist/ Casemanger Tonya Suarez (.8FTE)	\$42,398	\$39,854	\$39,854	

<b>Category A Personnel Sub-Total Federal:</b>	\$115,384	<b>Match:</b>	10,328
--	-----------	---------------	--------

**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
30 % salary			
CAC Program Director Cathy Brittis	\$25,085	\$9,445	\$3,098
CAC FI Specialist/Case Manager Jocelyn Thompson	\$14,059	\$13,215	
CAC FI Specialist/Case Manager Tonya Suarez	\$12,719	\$11,956	

<b>Category B. Fringe Benefits Sub-Total Federal:</b>	34,616	<b>Match:</b>	3,098
---	--------	---------------	-------

**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**

<b>Category C. Travel Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

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

**Item                      Computation                      Federal                      Match**

<b>Category D Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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**

<b>Category E. Supplies Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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**

<b>Category G-1 Consultant Fees: Sub-Total Federal:</b>		<b>Match:</b>	
---	--	---------------	--

**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**

<b>Category G-2 Consultant Expenses Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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**

<b>Category G-3 Contracts Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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
Lebanon Site – Rent	1598/mo	19,068/yr	\$15,074.00
Claremont Site – Rent	750/mo	9,000/yr	\$900.00

<b>Category H. Other Costs Sub-Total Federal:</b>		<b>Match:</b>	\$24,074
---	--	---------------	----------

**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**

<b>Category I. Indirect Costs Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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
<b>A. Personnel</b>	<b>115,384</b>	<b>10,328</b>
<b>B. Fringe Benefits</b>	<b>34,616</b>	<b>3,098</b>
<b>C. Travel</b>		
<b>D. Equipment</b>		
<b>E. Supplies</b>		
<b>F. Construction</b>		
<b>G. Consultants/Contracts</b>		
<b>H. Other - rents</b>		<b>24,074</b>
<b>Total Direct Costs</b>	<b>150,000</b>	<b>37,500</b>
<b>I. Indirect Costs</b>		
<b>Total Project Costs</b>	<b>150,000</b>	<b>37,500</b>

<b>Federal Request</b>	<b>150,000</b>
<b>Non-Federal Match Amount</b>	<b>37,500</b>

## New Hampshire Department of Justice

---

### BUDGET NARRATIVE:

Personnel: Funding is being sought to support 94% of both our Forensic Interview Specialist/Family Case Manager's positions at the CAC. Also 37% of our CAC Program Directors salary will be supported by these funds. The VOCA funds will support only VOCA allowable expenses. Currently our CAC Program Manager spends 50% of her time performing these activities and our Forensic Interview Specialist/Family Case Managers spend 94% of their time performing these tasks. These funds will support our direct services with children and families, coordination of our services, and all necessary follow up services. Fringe Benefits are 30% of each positions salary and VOCA funds are supporting 30% fringe of the VOCA funds utilized for the salary support of each individual. A portion of our CHaD philanthropic dollars provided through CHaD community services will provide 36% of the required match.

Other Costs: The remaining 64% of our required match will be applied to the rent of our main CAC site located in Lebanon, NH, in the amount of \$15,074 and our Sullivan County site located in Claremont, NH in the amount of \$9,000.

**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.**

Initials *2/2*

Date *4/28/16*

## State of New Hampshire Contract Exhibit C

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

1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:
  - a. Adherence to the following requirements of:
    - i. Victims of Crime Act (VOCA) 42 U.S. Code Section 1402, and the VOCA Final Program Guidelines implemented in the Federal Register Vol. 62, No.77, April 22, 1997. <http://ojp.gov/ovc/voca/vaguide.htm>.
    - ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended;
    - iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
    - v. Title IX of the Education Amendments of 1972;
    - vi. The Age Discrimination Act of 1975;
    - vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35 and 39);
    - viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at [http://ojp.gov/financialguide/DOJ/pdfs/2015\\_DOJ\\_FinancialGuide.pdf](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

Initials JA  
Date 4/28/16

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

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

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

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

Mail:

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

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

additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

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

Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <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](http://www.lep.gov).
22. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
23. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
  - A copy of the organization's 501 (c) 3 designation letter, or:
  - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
  - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit statusSubgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.

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

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

Instructions for Certification:

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

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

25. Certification Regarding EEOP Required:

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

Additional information on EEOP requirements may be found here: [http://ojp.gov/about/ocr/faq\\_eeop.htm](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.

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.

*Robin Kilfeather - Mackey CFO*

Name and Title of Head of Agency

*[Signature]*

Signature

*4/28/16*

Date

Name and Address of Agency

**CERTIFICATE OF VOTE/AUTHORITY**

I, Anne-Lee Verville of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

1. I am the duly elected Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7<sup>th</sup>, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

**ARTICLE I – Section A. Fiduciary Duty. Stewardship over Corporate Assets**

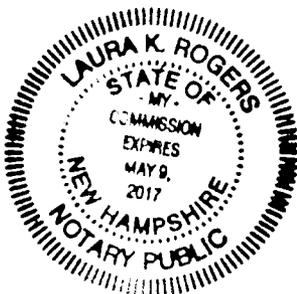
“In exercising this [fiduciary] duty, the Board may, consistent with the Corporation’s Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable.”

3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer and Chief Financial Officer, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Robin Kilfeather-Mackey is the Chief Financial Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 29<sup>th</sup> day of April 2016.

  
\_\_\_\_\_  
Anne-Lee Verville, Board ChairSTATE OF NHCOUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2016 by Anne-Lee Verville.



Notary Public

My Commission Expires: May 9, 2017Initials AVDate 4/29/16

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 MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire nonprofit corporation formed August 7, 1889. 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 13<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

Initials *W.M.G.*  
Date *4/24/16*

**CERTIFICATE OF INSURANCE** **DATE: March 22, 2016**

**COMPANY AFFORDING COVERAGE**  
 Hamden Assurance Risk Retention Group, Inc.  
 P.O. Box 1687  
 30 Main Street, Suite 330  
 Burlington, VT 05401

**INSURED**  
 Mary Hitchcock Memorial Hospital  
 One Medical Center Drive  
 Lebanon, NH 03756  
 (603)653-6850

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 policies below.

**COVERAGES**

This is to certify that the Policy listed below have been issued to the Named Insured 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. This policy issued by a risk retention group may not be subject to all insurance laws and regulations in all states. State insurance insolvency funds are not available to a risk retention group policy.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
<b>X</b>	<b>COMMERCIAL GENERAL LIABILITY</b>				GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OP AGGREGATE	
					PERSONAL ADV INJURY	
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE	
					MEDICAL EXPENSES	
<b>x</b>	<b>CLAIMS MADE OCCURRENCE</b>				EACH OCCURRENCE	\$1,000,000
					ANNUAL AGGREGATE	\$3,000,000
<b>PROFESSIONAL LIABILITY</b>		0002015-A	07/01/2015	06/30/2016		
<b>OTHER</b>						

**DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)**

Certificate of Insurance issued as evidence of insurance for activities related to the State of New Hampshire Contract.

**CERTIFICATE HOLDER**

State of New Hampshire  
 33 Capitol Street  
 Concord, NH 03301

**CANCELLATION**  
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**AUTHORIZED REPRESENTATIVES**

*Scott S. Monahan*

Initials *MS*  
 Date *4/22/16*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/15/2016

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).

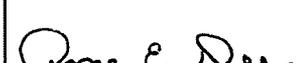
PRODUCER <b>HUB Healthcare Solutions</b> <b>HUB International New England</b> <b>299 Ballardvale Street</b> <b>Wilmington, MA 01887</b>	CONTACT NAME: <b>Andrew Reid</b>
	PHONE (A/C, No, Ext): <b>978 661-6843</b> FAX (A/C, No): <b>866-893-2711</b> E-MAIL ADDRESS: _____
INSURED <b>Dartmouth Hitchcock Medical Center</b> <b>1 Medical Center Dr., #4b</b> <b>Lebanon, NH 03756</b>	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Safety National Casualty Corp</b>
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>AGC4053417</b>	<b>07/01/2015</b>	<b>07/01/2016</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
							E. L. EACH ACCIDENT	<b>\$1000000</b>
							E. L. DISEASE - EA EMPLOYEE	<b>\$1000000</b>
							E. L. DISEASE - POLICY LIMIT	<b>\$1000000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Evidence of Workers Compensation coverage.**

<b>CERTIFICATE HOLDER</b> Susan H. Dearborn, VAWA Grant Manager NH Department of Justice 33 Capitol Street Concord, NH 03301	<b>CANCELLATION</b> 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 
---	--

**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>Mary Hitchcock Memorial Hospital</u>	
Address: <u>One Medical Center Drive, Lebanon, NH 03756</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>06-991-0297</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Robin Kilfeather-Mackey</u>	
Telephone Number: <u>603-650-5634</u>	E-Mail Address: <u>robin.f.kilfeather-mackey@hitchcock.org</u>

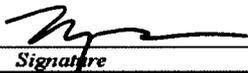
**Section A—Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply.

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

I, Robin Kilfeather-Mackey [responsible official], certify that Mary Hitchcock Memorial Hospital [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 Mary Hitchcock Memorial Hospital [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*

Robin Kilfeather-Mackey, CFO  4/28/16  
 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.

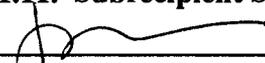
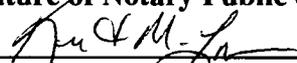
*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

\_\_\_\_\_  
 Print or Type Name and Title Signature Date

**GRANT AGREEMENT**

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

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> Department of Justice		<b>1.2. State Agency Address</b> 33 Capitol Street, Concord, NH, 03301	
<b>1.3. Subrecipient Name</b> Granite State Children's Alliance		<b>1.4. Subrecipient Address-Two Wellman Avenue, Suite 140, Nashua, NH 03060</b>	
<b>1.5 Subrecipient Phone # (603) 864-0215</b>	<b>1.6. Account Number</b> 02-20-20-201510-5021	<b>1.7. Completion Date</b> 06/30/2017	<b>1.8. Grant Limitation</b> \$300,000
<b>1.9. Grant Officer for State Agency</b> Kathleen B. Carr		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Joy Bourret - Executive Director	
<b>Subrecipient Signature 2</b> N/A		<b>Name &amp; Title of Subrecipient Signor 2</b> N/A	
<b>Subrecipient Signature 3</b> N/A		<b>Name &amp; Title of Subrecipient Signor 3</b> N/A	
<b>1.13. Acknowledgment:</b> 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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Kristen M. Lavoie / Notary Public NH			
<b>1.14. State Agency Signature(s)</b> Kathleen Carr		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Kathleen Carr, Director of Admin	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: 		Assistant Attorney General, On: 5/16/16	
<b>1.17. Approval by Governor and Council (if applicable)</b>			
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

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

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

**Applicant Information:**

Name of Applicant Organization: Granite State Children's Alliance

DUNS Number: 004753704

SAM Registration Expiration Date: 6/28/2016

Federal Funds Requested: \$300,000

1. Project Title: **Strengthen Capacity to Serve Victims of Child Physical and Sexual Abuse**
2. Grant Project start date: 07/01/2016 Project end date: 06/30/2017
3. Project Director: Meghan Noyes – Director of Program Services  
Telephone: 603-524-5497 Email: mnoyes@cac-nh.org
4. Financial Officer: Paul Hebert – 501HUB  
Telephone: 603-882-4011 Email: phebert@501hub.org
5. Primary contact person for this project is: Joy Barrett – Executive Director - GSCA  
Address: 2 Wellman Ave, Suite 140  
Telephone: 603-864-0215 Email: jbarrett@cac-nh.org
6. **Certification Required:**

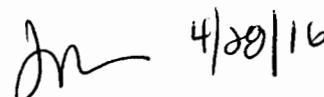
As the signing authority for this grant project, I hereby certify that I have read and understand the documents in APPENDIX I and, if selected for funding, will ensure that this applicant organization will comply with all terms and conditions of that agreement including the Scope of Work, the Method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

Signature of signing authority:  Date: 3/19/2016

Address: 2 Wellman Ave., Suite 140

Telephone: 603-864-0215

Email: jbarrett@cac-nh.org

 4/28/16 1

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

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

The Granite State Children's Alliance is an independent non-profit organization operating Child Advocacy Center (CAC) programs in Keene (Cheshire County – Monadnock Region CAC), Manchester/Nashua (Hillsborough County CAC North/South) and Laconia (Belknap County – Greater Lakes CAC). As part of our service delivery model we partner with multiple public, private, state, county and local organizations to provide a collaborative, coordinated systematic approach to child abuse investigations and subsequent supports for children and their families. Our Child Advocacy Centers are intentionally designed to be a child/family friendly, victim centered, neutral setting for joint investigations and forensic interviews of child victims of crime involving sexual abuse, felony level physical abuse, and child witnesses to violence such as a homicide or a serious domestic assault.

Although the first CAC was established in Huntsville, AL in 1985, the CAC model is relatively new to New Hampshire. The Nashua CAC opened in 2004 with Manchester following in 2007. Both the Nashua and Manchester CACs represent two CAC locations in Hillsborough County. Laconia (Belknap County – Greater Lakes CAC) opened in 2005 and Keene (Cheshire County – Monadnock Region CAC) opened in 2006.

Prior to the development of the CAC model in NH, a child disclosing abuse would be subjected to numerous interviews. The social service and the criminal justice systems at that time, were not working together in an effective manner. This added to children's emotional distress; creating a segmented, repetitious, and often frightening experience for child victims. Additionally, the number of interviews and subsequent traumatization led to inconsistencies in the investigation, which in turn resulted in cases that met challenges through the judicial system. Compounding this problem was the lack of communication between the professional disciplines involved. This resulted in child sex offenders not being held accountable for their crimes, leaving children and our community at serious risk.

Nationally collected data by the Crimes Against Children Research Center at the University of New Hampshire reports that one in four girls and one in six boys will be sexually assaulted before their eighteenth birthday. Most people are unaware of the magnitude of the

 4/28/16

problem because it is estimated that only 10% of incidents are reported. In addition, research has demonstrated that the effects of child sexual abuse can be severe and devastating to an individual's psychological, emotional, and physical well-being. According to the Adverse Childhood Experiences Study conducted by Drs. Vincent Felitti and Robert Anda, child sexual abuse is related to significant problems with academic performance, friendships, family relationships, physical health, and a range of mental health difficulties including both emotional and behavioral problems.

The tragic effects of child sexual abuse on the psychological, emotional and physical well-being of victims are life-long and result in great economic costs to New Hampshire. The National Institute of Justice estimated that each year child sexual abuse in America costs the nation billions in direct and indirect costs associated with the lasting mental and health related effects of sexual abuse. Here in New Hampshire, there are nearly 300,000 children under the age of 18. Statistically, as many as 50,000 children in New Hampshire will be a victim of sexual abuse before reaching the age of eighteen.

Child Advocacy Centers support an evidence based approach by providing a safe and effective place for child victims to help law enforcement hold perpetrators accountable for their actions. Use of CACs lead to faster criminal charging decisions in sexual abuse cases, increased felony prosecutions of child sexual abuse, and lower average per-case costs (\$1,300 saving per case). Additionally, Child Advocacy Centers provide family support services to ensure children receive appropriate mental health treatment (Trauma Focused Therapy) and medical evaluations post interview and develop targeted prevention strategies to break the cycle of abuse in all communities in New Hampshire.

In 2015, the Programs of the Granite State Children's Alliance received a 23% increase in referrals-resulting in an increased demand of services. Specifically, there was a notable increase of referrals (20%) of children who had witnessed violence within in the home. CAC staff is responsible for the coordination of the MDT, providing the forensic interview and coordinating referrals to ensure that children in these cases receive critical access to mental health/medical attention and additional appropriate wrap-around services.

Research indicates that children who have witnessed domestic violence within the home are at significantly higher risks of being victim to other types of abuse. Short and long-term consequences have been identified, including; developmental/cognitive affects, substance abuse,

 4/20/16

psychological disorders and manifestation of stress-related health issues (cardiovascular disease, hypertension, diabetes, etc. Stanley, 2011).

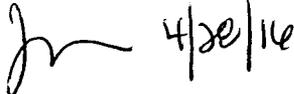
The complex dynamics within intra-familial abuse requires a collaborative, continued approach to care. With increased demand of services on existing CAC staff, this requires strengthening our capacity for expansion of services to meet the growing demand.

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

The Child Advocacy Centers located in Nashua and Manchester (Hillsborough County CAC), Laconia (Belknap County – Greater Lakes CAC) and Keene (Cheshire County – Monadnock Region CAC) are operated by Granite State Children's Alliance (GSCA), a non-profit organization that coordinates child abuse investigations with local law enforcement and the Division for Children, Youth and Families and conducts the forensic interviews for child abuse investigations. The Nashua, Manchester and Laconia CACs are accredited by the National Children's Alliance (NCA) and the Keene CAC is in the process of Accreditation Review (expected date of review Spring 2016).

Child Advocacy Centers (CAC) help to break the cycle of abuse by improving prosecution rates of abusers and putting victims on a path to healing. GSCA strives to reduce the trauma suffered by child victims of abuse by creating a child-friendly, victim centered safe place where children can talk to a trained professional forensic interviewer about their abuse and streamline the investigation process (see attached forensic interviewer job description). The CAC provides coordinated support to local children (and families), aged 3-17, who are alleging child sexual abuse, felony level physical abuse or have witnessed violent crimes, such as homicide or domestic violence.

Under New Hampshire law, when a person suspects physical or sexual abuse of a child, he/she is required to report that suspicion to the Division for Children, Youth and Families (DCYF). Traditionally, child abuse investigations require that a child retell the account of their abuse multiple times to multiple professionals resulting in additional stress/trauma for the child, inconsistent versions which can be used against them during cross-examination in court proceedings, and fewer convictions. In addition, non-offending parents must navigate the multiple systems alone, often not knowing how to support or protect their child.

 4/22/14

A different approach is utilized by Child Advocacy Centers in NH. When an allegation of child sexual abuse or felony level physical abuse is reported to the police or DCYF, a referral is made to the local Child Advocacy Center. Using a Multidisciplinary Team (MDT) and the Forensic Interview Model, developed by the National Children's Advocacy Center, the number of times the child needs to recount their abuse is limited. The multidisciplinary team; comprised of representatives from law enforcement, County Attorney/prosecution, child protective services, a CAC forensic interviewer, victim/witness advocate, medical and mental health professionals, meets at the CAC where the forensic interview takes place. Forensic interviewers are trained in child development and forensic interviewing techniques to create a nonthreatening atmosphere where victims feel safe and comfortable telling their account of the abuse to a trusted professional. During the interview, members of the MDT watch on closed-circuit TV (also recorded) and can relay additional questions to the interviewer through an earpiece. Crucial information is gathered during the interview which can be used during the investigative process. Monthly meetings are also scheduled to review new or open cases to ensure that necessary services are in place for child victims and their families. The four CACs combined provide services to over 800 child victims per year. In 2015, over 2,350 children were served in CACs across NH; a 33% increase from 2014. GSCA provides services for 35% of the CAC cases in NH each year.

This evidence-based protocol is defensible in court and deemed best practice for child abuse investigations by the U.S. Department of Justice. Child Advocacy Centers produce many important community benefits: allegations of sexual assaults and abuse are more thoroughly investigated; more offenders are held accountable; the community is better educated about the problem of child sexual abuse; trauma experienced by children is reduced; non-offending parents are empowered to protect and support their children; and children receive prompt and ongoing services (including Trauma Focused Therapy and medical evaluations by a Pedi-SANE, primary care physician or a specialized child abuse and neglect pediatrician) tailored to their needs. In addition, by providing specialized child abuse awareness and prevention training, the Child Advocacy Centers are a valuable resource to community members, schools, child care facilities, civic organizations and our MDT partner agencies. All of these critically important services are provided to children, families, child protection professionals and community members with no cost to them.

 4/20/16

We are committed to serving the children and families in Hillsborough County (Nashua and Manchester), Belknap County (Laconia) and Cheshire County (Keene) in our efforts to:

- Support and participate in the CAC/MDT model
- Work with law enforcement to hold perpetrators accountable
- Make referrals (mental health treatments and medical evaluations) and provide case management support for children and families
- Break the cycle of child abuse through community awareness/prevention programs – Know & Tell – to be launched April 20<sup>th</sup> 2016
- Help communities respond to allegations of child abuse in ways that are effective and efficient

**Goal 1: Respond to the needs of all children referred to our organization for services by a professionally trained and skilled Forensic Interviewer.**

*Objective 1:* Train senior forensic interviewers in extended forensic interviewing (EFI).

*Activity:* Meghan Noyes (Director of Program Services) will develop a plan for forensic interviewer professional development training for FY 2016/2017 for all FI staff. All senior forensic interviewers are registered for EFI training (June 2016).

*Performance measures:* Transcripts of professional development coursework, certifications and certificates will be recorded and filed with GSCA. Forensic Interviewers will demonstrate use of their interviewing techniques through tape review and peer consultation.

*Objective 2:* Expand Forensic Interviewing capabilities within GSCA Programs to meet increased demand for services.

*Activity:* Develop job description and implement applicant search for additional Forensic Interviewer (staff position will be based out of Hillsborough County-July 2016).

*Performance measures:* Transcripts of professional training/certificates will be recorded and filed with GSCA. Increase in forensic interview services will be tracked in NCAtrak database.

*jn* 4/20/16

**Goal 2: Through target outreach strategies in 2016-2017, continue to build relationships to increase partnerships and referrals from towns who under-utilize their county CAC.**

*Objective 1:* Identify remaining towns in each County that do not use the CAC consistently.

*Activity:* Utilize data in NCATrak to identify underserved towns (per county) and compare to police arrest data.

*Objective 2:* Schedule and hold outreach and education sessions in each of these towns by June 2017

*Activity:* Identify daycares, school districts and other youth serving agencies that might benefit from education sessions.

*Objective 3:* Conduct outreach and education sessions for the police departments in these underserved towns.

*Activity:* Meet with local County Attorney's to develop a collaborative approach to meet with local law enforcement. Meet with Chiefs of Police to develop relationships and provide awareness of CAC/MDT services.

*Performance measures:* Outreach and education sessions will be completed and logged and the CACs will document all cases in NCATrak to determine an increase in referrals.

**Goal 3: The Child Advocacy Center of Hillsborough County (Nashua) will apply for re-accreditation with the National Children's Alliance in 2016 based on new accreditation standards – In process.**

*Objective 1:* Director of Program Services will facilitate the accreditation process with the Nashua team

*Activity:* Complete all application supplements

*Objective 2:* Site visit with NCA will be held in June 2016.

*Activity:* Coordinate with NCA team, staff and community partners to prepare for site visit.

*Performance measure:* Re-Accreditation will be achieved in October 2016.

 4/20/16

**Goal 4: Provide on-site support to children/families and expanded case management consistent with revised National Children's Alliance (NCA) Accreditation Standards.**

*Objective 1:* Expand GSCA staff with full-time Family Support Specialist (Laconia) and part-time Family Support Specialist (Keene)

*Activity:* Develop job descriptions, incorporating the needs of each community and implement applicant search (Laconia/Keene-July 2016).

*Performance measure:* Expanded services will be routine in GSCA Programs. Case management will be documented in NCAtrak database; client/MDT satisfaction will be demonstrated in OMS (Outcome Measurement Surveys) administered in 2016-2017; and GSCA Programs will meet best-practice NCA Accreditation Standards.

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

The four Child Advocacy Centers operated by Granite State Children's Alliance (GSCA) are community-based, public-private partnerships that emphasize the coordination of child abuse investigations and intervention services. This is achieved by bringing together professionals and agencies as a multidisciplinary team (MDT) responding to the needs of communities and better advocating for the welfare of children. Services are provided to children and families, at no cost, regardless of income.

Although funded in part through public dollars, the child advocacy centers (Manchester, Nashua, Keene and Laconia) operated by GSCA rely on a diversified portfolio of resources to continue the service delivery that is critical to law enforcement, DCYF, the Attorney General's office, and other community agencies; all to best support child victims of physical and sexual abuse.

In addition, funding from federal, state, and local grants, revenue from fundraising events are currently necessary to provide services to children and families each year. Without the investment from the Victims of Crime Act (VOCA) Fund, GSCA would be challenged to provide the critical services to child victims referred by DCYF, law enforcement and the Attorney General's office. The need for increased VOCA support is vital as the demand for our services has increased and the capacity to meet, and professional support, this demand is

 4/28/16

becoming strained.

The Forensic Interviewer positions are essential for the service delivery within Child Advocacy Centers. They provide MDT case coordination and forensic interviews for investigations alleging child sexual abuse, felony level physical abuse or for cases where children witnessed violent crimes, such as homicide or domestic violence. CACs are also seeing increased demand and referrals from SART. In 2015, the Laconia CAC received a 20% increase in adult sexual assault referrals. There is a shared understanding that the SART model protocol is a natural and appropriate progression of investigative theory and practice already well established by CAC's. To that end, the Belknap County MDT has determined to use the skills of the trained forensic interviewers in Laconia to conduct trauma focused interviews of adult victims of sexual and domestic violence.

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

The Child Advocacy Centers located in Nashua and Manchester (Hillsborough County CAC), Laconia (Belknap County – Greater Lakes CAC) and Keene (Cheshire County – Monadnock Region CAC) utilize NCATrak, a proprietary data base tracking system supported by the National Children's Alliance (NCA). Information is entered for each child and family referred to a CAC. This includes contact information, date of birth and date of the reported abuse. The system also tracks whether or not the interview resulted in a disclosure and if the perpetrator had a prior conviction. To document the results of the effectiveness of the CACs, we report that we achieve a 100% success rate in coordinating the investigation of each suspected child abuse case referred to the CAC.

Additionally, within the last year, the Granite State Children's Alliance revised the implementation and delivery of the Outcome Measurement Survey used in 2015. OMS was developed and implemented by the Texas Regional Child Advocacy Centers and adopted by the National Children's Alliance. Although GSCA is currently finalizing the delivery with interns and staff from the University of New Hampshire, there are 2 continued anticipated outcomes of the surveys:

- *Outcome measurement 1:* The Children's Advocacy Center facilitates healing for the child and the care givers.

 4/20/16

Granite State Children's Alliance - (Cheshire County – Monadnock Region CAC), (Hillsborough County CAC North/South) and (Belknap County – Greater Lakes CAC)

• *Outcome measurement 2:* The multi-disciplinary team approach results in more collaborative and efficient case investigations.

Multi-Disciplinary Team (MDT) satisfaction surveys were administered to team members via email in December 2015. The positive feedback from team members was tremendous and can be demonstrated team member comments:

- *“The CAC is an effective and crucial tool when investigating sexual assault and abuse cases.”*
- *“The CAC center is an excellent resource, and the individuals that work there have been very helpful. I can't say enough good things about the center the personnel that work there.”*
- *“The CAC team a highly professional, well-trained and totally outstanding team of people that I love to work with. They show true concerns for the victims that I have brought there and help me with my cases.”*
- *“I am extremely appreciative of having the CAC/MDT available to me as it helps me with my investigations from a law enforcement perspective. Having the MDT available helps me with things that I am not that comfortable doing such as child interviews that involve some horrible crimes. A concern of mine is that there may not be adequate funding to continue to keep CAC's open.”*
- *“The CAC staff does a fabulous job! They are ALWAYS professional, personable, knowledgeable, considerate. CAC staff consistently demonstrates the perfect example of a forensic interviewer.”*

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

**Operational Capabilities:** The Granite State Children's Alliance (operating CAC programs in Keene (Cheshire County – Monadnock Region CAC), Manchester/Nashua (Hillsborough County CAC North/South) and Laconia (Belknap County – Greater Lakes CAC) revised our organizational structure in 2015. This reorganization enables GSCA to provide the best possible professional program services to children and their families, as well as be accountable and for the financial management and oversight responsibilities of federal grant funds. GSCA's financial

 4/28/16 10

Granite State Children's Alliance - (Cheshire County – Monadnock Region CAC), (Hillsborough County CAC North/South) and (Belknap County – Greater Lakes CAC)

management practices include integrating accounting/financial management practices provided by a third party vendor – 501HUB. With the inclusion of accounting and bookkeeping expertise GSCA, lead by the executive director, is well prepared to adhere to the financial responsibilities of the VOCA grant program. Additionally, with the dedicated support of the Director of Program Services managing our service delivery model and supervising our direct service team, we have a single point of contact and streamlined approach to data collection and mandatory grant reporting as required by the VOCA program (see attached GSCA organizational chart).

**Program (Direct Service) Capabilities:** In each of GSCA's four CACs the key program staff member is a full time, highly trained and experienced Forensic Interviewer/Program Coordinator. The full time forensic interviewer position meets all standards of practice supported by the National Children's Alliance and helps ensure the proper and best investigation of each suspected child abuse victim referred to our CAC by law enforcement, DCYF, the Attorney General's office (see Forensic Interviewer/Program Coordinator job description attached).

In addition to the full time forensic interviewers, GSCA has developed an organizational structure to provide the best possible professional services to children and their families referred to our CACs and to collaborate to the fullest extent with our MDT partners.

Our creation of specialized staff positions (both with management operations and program services) has provided GSCA with a solid foundation and administrative engine to support the responsibilities of our CAC service delivery model.

With the additional resources provided by VOCA funding, we will be able to maintain our existing program resources and strengthen our team by hiring an additional forensic interviewer, a full-time Family Support Specialist. This will build our capacity to provide the best possible service to children and families as part of our role in the investigative process.

 4/28/16

**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.

<b>Name/Position</b>	<b>Computation</b>	<b>Federal - VOCA</b>	<b>Match</b>
<b>Director of Program Services - FT - (Meghan Noyes) - 40% VOCA</b>	Annual Salary - \$55,500 VOCA Allowable using fund to cover 35% of salary.	\$19,056	\$29,850
<b>Program Coordinator/Forensic Interviewer - Hillsborough Manchester - FT (Erin Battis/Lehto)</b>	Annual Salary - \$50,000 100% VOCA Allowable using fund to cover 82% of salary.	\$41,000	\$9,000
<b>Program Coordinator/Forensic Interviewer - Hillsborough Nashua - FT (Jennifer Worthen)</b>	Annual Salary - \$48,000 100% VOCA Allowable using fund to cover 81.25% of salary.	\$39,000	\$9,000
<b>(NEW) Program Coordinator/Forensic Interviewer - Hillsborough Manchester/Nashua - FT</b>	Annual Salary - \$43,000 100% VOCA Allowable using fund to cover 100% of salary.	\$43,000	\$0
<b>Program Coordinator/Forensic Interviewer - Greater Lakes - FT (Donna Swett)</b>	Annual Salary - \$42,000 100% VOCA Allowable using fund to cover 78.6% of salary.	\$33,000	\$9,000
<b>Program Coordinator/Forensic Interviewer - Monadnock Region- FT (Carlos Agudelo)</b>	Annual Salary - \$42,000 100% VOCA Allowable using fund to cover 100% of salary.	\$42,000	\$0
<b>(NEW) Family Support Specialist - Greater Lakes - FT</b>	Annual Salary - \$38,000 100% VOCA Allowable using fund to cover 100% of salary.	\$38,000	\$0
<b>Category A Personnel Sub-Total Federal:</b>	\$255,056	<b>Match:</b> \$56,850	

 4/29/16

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

<u>Name/Position</u>	<u>Computation</u>	<u>Federal-VOCA</u>	<u>Match</u>
<b>Program Coordinator/Forensic Interviewer</b> - Hillsborough Manchester - FT (Erin Battis/Lehto)	Federal VOCA -\$41,000 FICA - \$3,349 (41,000*0.0765)+(41,000*0.0051736)	\$3,349	\$0.00
<b>Program Coordinator/Forensic Interviewer</b> - Hillsborough Nashua - FT (Jennifer Worthen)	Federal VOCA -\$39,000 FICA - \$3,185 (39,000*0.0765)+(39,000*0.0051736) Health/Dental - \$5,499	\$8,684	\$0.00
<b>(NEW) Program Coordinator/Forensic Interviewer</b> - Hillsborough Manchester/Nashua - FT	Federal VOCA -\$43,000 FICA - \$3,512 (43,000*0.0765)+(43,000*0.0051736) Health/Dental - \$5,499	\$9,011	\$0.00
<b>Program Coordinator/Forensic Interviewer</b> - Greater Lakes - FT (Donna Swett)	Federal VOCA -\$33,000 FICA - \$2,695 (33,000*0.0765)+(33,000*0.0051736) Dental - \$840	\$3,535	\$0.00
<b>Program Coordinator/Forensic Interviewer</b> - Monadnock Region- FT (Carlos Agudelo)	Federal VOCA -\$42,000 FICA -\$3,430 (42,000*0.0765)+(42,000*0.0051736) Health/Dental - \$8,332	\$11,762	\$0.00
<b>(NEW) Family Support Specialist</b> - Greater Lakes - FT	Federal VOCA -\$38,000 FICA -\$3,104 (42,000*0.0765)+(42,000*0.0051736) Health/Dental - \$5,499	\$8,603	\$0.00

<b>Category B. Fringe Benefits Sub-Total Federal:</b>	\$44,944	<b>Match:</b>	\$0.00
---	----------	---------------	--------

*Jr* 4/29/14

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

<u>Description</u>	<u>Computation</u>	<u>Federal - VOCA</u>	<u>Match</u>
Hillsborough County CAC - Manchester - Rent	Rent - \$33,320 per year Supported by Elliot Hospital	\$0.00	\$33,320
Hillsborough County CAC - Nashua - Rent	Rent - \$16,200 per year Total rent is \$32,400 – Calculation is for 50% of the space is dedicated to the Nashua CAC. The other 50% of the space are offices for the Granite State Children's Alliance.	\$0.00	\$16,200
Greater Lakes CAC - Laconia - Rent	Rent - \$19,200 per year/\$1,600 per month	\$0.00	\$19,200
Monadnock Region CAC - Keene - Rent	Rent - \$19,200 per year/\$1,600 per month	\$0.00	\$19,200

<b>Category H. Other Costs Sub-Total Federal:</b>	\$0.00	<b>Match:</b>	\$87,920
---	--------	---------------	----------

*[Signature]* 4/29/16

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

<b>Budget Category Amount</b>	<b>Federal</b>	<b>Match</b>
<b>A. Personnel</b>	\$255,056	\$56,850
<b>B. Fringe Benefits</b>	\$44,944	\$0.00
<b>C. Travel</b>	\$0.00	\$0.00
<b>D. Equipment</b>	\$0.00	\$0.00
<b>E. Supplies</b>	\$0.00	\$0.00
<b>F. Construction</b>	\$0.00	\$0.00
<b>G. Consultants/Contracts</b>	\$0.00	\$0.00
<b>H. Other (CAC Rent)</b>	0.00	\$87,920
<b>Total Direct Costs</b>	\$0.00	\$0.00
<b>I. Indirect Costs</b>	\$0.00	\$0.00
<b>Total Project Costs</b>	<b>\$300,000</b>	<b>\$144,770</b>

<b>Federal Request</b>	<b>\$300,000</b>
<b>Non-Federal Match Amount</b>	<b>\$144,770</b>

 4/28/16

## New Hampshire Department of Justice

---

### BUDGET NARRATIVE:

Forensic Interviewer/Program Coordinator positions and Family Support Specialist are essential for the service delivery within Child Advocacy Centers. *VOCA (100% allowable expense)*

- **Forensic Interviewer/Program Coordinators** (see job description) provide MDT case coordination and forensic interviews for investigations alleging child sexual abuse, felony level physical abuse or for cases where children witnessed violent crimes, such as homicide or domestic violence. We receive referrals from law enforcement, DCYF and the Attorney General's Office.
- **Family Support Specialists** (see job description) are primarily responsible for helping families and children feel comforted, informed and supported to best navigate multiple systems beyond the forensic interview at the CAC. This may include making referrals for mental health assessments, trauma focused treatments and medical examinations. In addition, this position will provide families guidance and education to best understand the investigative and judicial process, their parental/guardian role and how best to support their children through the healing phase.
- Salaries for both the Forensic Interviewer/Program Coordinators and Family Support Specialist positions (in the budget detail) are projected for FI 2016/2017.
- The funds allocated from the requested VOCA funding will be used strictly for direct service and will be tracked via a weekly calendar by each Forensic Interviewer and Family Support Specialist staff person, documenting the number of direct service hours.
- Source of Matching Funds (\$144,770 (only \$93,750 required): Matching funds are generated through fundraising activities organized by the Granite State Children's Alliance.
- GSCA has revised a suggested wage compensation range after conducting local (NH) and national research for the positions listed below.

Position	Starting	Average	High
Director of Program Services	\$48,000	\$52,500	\$57,000
Program Coordinator/Forensic Interviewer	\$39,000	\$47,000	\$55,000
Family Support Specialist	\$35,000	\$41,000	\$47,000



**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.**

 4/28/14

## 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](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

 4/28/16

- 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

 7/28/16

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

 4/20/16

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](mailto:oig.hotline@usdoj.gov)  
or hotline fax: (202) 616-9881

additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://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

 4/28/16

Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <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](http://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

 4/28/16

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.

 4/29/16

- 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.

 4/28/16

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.

Joy Barrett - Executive Director - Granite State  
Name and Title of Head of Agency Children's Alliance

[Signature] \_\_\_\_\_ 4/29/2016  
Signature Date

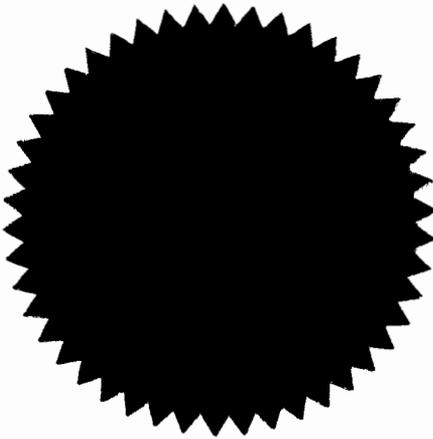
Granite State Children's Alliance - 2 Wellman Ave. Suite 140  
Name and Address of Agency Nashua, NH 03064

[Signature] 4/29/16

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Granite State Children's Alliance is a New Hampshire nonprofit corporation formed November 11, 2003. 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 25<sup>th</sup> day of April A.D. 2016

William M. Gardner  
Secretary of State

 4/28/16

---

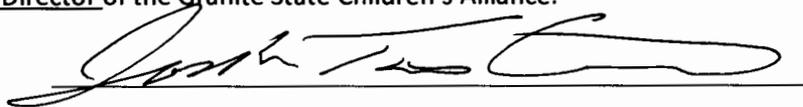
### Certificate of Authority

I, Joseph "Tate" Curti, President of the Board of Directors of the Granite State Children's Alliance, do hereby certify that:

1. I am a duly elected officer of the Granite State Children's Alliance.
2. The following is true of the adopted slate of officers elected at a meeting of the Granite State Children's Alliance held on November 12<sup>th</sup> 2015.

**Resolved:** That the Executive Director is hereby authorized on behalf of Granite State Children's Alliance to enter into the said contract with the State of New Hampshire – Department of Justice and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 30<sup>th</sup> day of June 2017.
4. Joy Barrett is the Executive Director of the Granite State Children's Alliance.



Joseph "Tate" Curti  
Board President, Granite State Children's Alliance

---

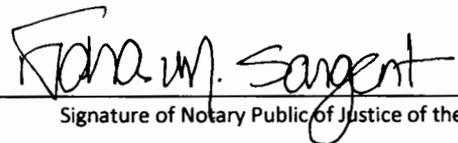
STATE OF NEW HAMPSHIRE

County of Hillsborough

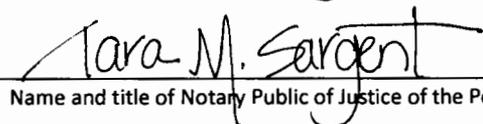
The forgoing instrument was acknowledged before me on April 29, 2016 by Joseph "Tate" Curti.



Commission Expires



Signature of Notary Public of Justice of the Peace



Name and title of Notary Public of Justice of the Peace

(Notary Seal)

**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>Granite State Children's Alliance</u>	
Address: <u>2 Wellman Ave, Suite 140 Nashua, NH 03004</u>	
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: <u>004753704</u>	Vendor Number (only if direct recipient) <u>N/A</u>
Name and Title of Contact Person: <u>Joy Barrett - Executive Director</u>	
Telephone Number: <u>603-864-0215</u>	E-Mail Address: <u>jbarrett@CAC-NH.org</u>

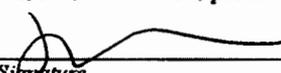
**\* Section A—Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply.

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

I, Joy Barrett [responsible official], certify that Granite State Children's Alliance [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 Granite State Children's Alliance [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

Joy Barrett - Executive Director            4/29/16  
 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





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 Victims, Inc.		1.4. Subrecipient Address PO Box 455 Rochester NH 03866-0455	
1.5 Subrecipient Phone # (603) 337-7777	1.6. Account Number 02-20-20-201510-5021	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$85,000.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-0110	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 <i>Patricia A. Ranzbach</i>		1.12. Name & Title of Subrecipient Signor 1 <i>Patricia A. Ranzbach, Exec. Director</i>	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <i>Strafford</i> , on <i>5/2/16</i> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) <i>Kay E. Hobbs</i>		<b>KAY E. HOBBS</b> NOTARY PUBLIC OF NEW HAMPSHIRE My Commission Expires Dec. 5, 2017	
1.13.2. Name & Title of Notary Public or Justice of the Peace <i>Kay E Hobbs Notary Public of NH</i>			
1.14. State Agency Signature(s) <i>Kathleen Carr</i>		1.15. Name & Title of State Agency Signor(s) <i>KATHLEEN Carr, Director of Administration</i>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>[Signature]</i>		Assistant Attorney General, On: <i>5/2/16</i>	
1.17. Approval by Governor and Council (if applicable)			
By:		On: <i> / /</i>	

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

Subrecipient Initials *Kar* Date *5/2/16*  
Page 1 of 6

3. AREA COVERED Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
  - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
  - 11.1.2 Failure to submit any report required hereunder; or
  - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
  - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. 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

*for*  
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.  
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.

*For*  
5/5/16

## EXHIBIT A

### VOCA Application Project Narrative: Scope of Work

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

There is nothing in your life that can prepare you to become the victim of a violent crime. There is no assurance that you will not be a victim. Victims may suffer complete physical, emotional and financial breakdowns from the traumatic experience. It is common at such times for the individual's support network to be severely strained or to collapse completely.

One of the problems we address is fatal and serious injury motor vehicle crashes. **There were 114 people killed in 103 crashes in 2015 in New Hampshire, 36.8% in Rockingham County, 11.4% in Strafford County.** In the past 25 years, 24% to 44% of the crashes involving charges occurred in these two counties. We contacted most of the families state-wide. Many of the crashes resulted in negligent homicide, vehicular manslaughter, conduct after an accident, aggravated driving while intoxicated or misdemeanor vehicular assault charges. Several others await presentation to Grand Juries. We are following these cases in the Criminal Justice System and the Department of Safety. We continue to work with the families who await prosecution in cases from previous years.

Other problem areas include victims of arson, burglary, home invasion, robbery, non-relationship assaults, stranger stalking, hunting and boating fatalities. The victims and their families are often unfamiliar with the criminal justice system, financial and other support systems. They are often devastated by the psychological and physical impacts brought on by fear, loss of safety, loss of possessions, injury, introduction to the criminal justice systems, notoriety, etc.

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. N//A

**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.

Additional funding will allow us to hire a full time victim advocate, assuring us that someone is always available for motor vehicle , court and parole hearings. The advocate will explore ways to expand our Trauma Intervention Volunteer Program to other counties. The advocate will participate in the training of new Trauma Intervention Volunteers and eventually assume much of this responsibility. The advocate will continually update our list of resources to better enable us to make referrals to therapists specializing in areas that fit the victim. The advocate will be able to make referrals to Victims Compensation.

We may never be able to end the senseless violence in America, but we can help the innocent victims of crime.

It is the mission of VICTIMS, INC., a private, non-profit agency, to complete the circle of services for victims from the onset of trauma through healing. VICTIMS, INC. provides emotional and practical support, information, referral and follow-up services to victims of crisis events.

We reach out to fatal crash victims across the state. Some of these and other victims are referred by police officers, emergency department personnel, counselors, educators, medical examiners, attorneys and other providers. Victims also initiate contact.

We have worked with victims of serious bodily injury, Aggravated DWI, conduct after an accident, arson, burglary, home invasion, robbery, hunting fatality, boating fatality, fatal assault, felony non-relationship assaults and stranger stalking victims.

We get calls and visits from victims of domestic violence, sexual assault and child abuse. These are referred to appropriate agencies.

With the exception of surviving family members of fatal crash victims, most of the victims we serve reside in Strafford and Rockingham counties.

We work tirelessly getting the message out to state and local police of our availability statewide for the fatal crashes that will likely result in charges. If the officers can wait our travel time, we can be called anywhere in New Hampshire to meet surviving family members at hospitals or go with the officers to do death notifications.

We continue to work with and do trainings with local police departments, reminding them of the variety of crime victims which we are trained and ready to serve. Changes in staff within police departments require continuous communication. Our method of keeping communication lines open are our quarterly and annual reports, distributed to Strafford and Rockingham Police and Fire Departments, Sheriffs, Dispatch, New Hampshire State Police, New Hampshire Fish & Game, hospitals, county attorneys, etc. listing the calls for the previous quarter.

Approximately 1/3 of fatal crashes in which there is a surviving driver result in hearings at the Department of Safety. These hearings are held to determine whether or not the driver is materially responsible for the death. We prepare families for these hearings and accompany them. It is often the first time the family will see the accused driver and defense attorney and hear facts of the case. It is also their first opportunity to make a Victims Impact Statement.

A study comparing early intervention with crime victims vs. victims for whom no help was available, shows that early intervention helps individuals through the acute distress, facilitates quicker return to normal functioning, stabilizes heart rate and blood pressure, and aids the general recovery process for those for whom help is available. (Antonovsky, A.(1979) "Health, Stress and Coping", Jossey-Boss, San Francisco and Cohen S. and Will, T.A. (1985): "Social, Social Support and the Suffering Hypothesis", Psychological Bulletin 98:310-357; "Traumatic Stress: The Effects of Overwhelming Experience on Mind, Body and Society", van der Kolk, McFarlane & Weisath, editors (1996); "On Death and Dying in the Emergency Department", Journal of Emergency Medicine 1992 Mar.-Apr. 10(2) pp. 2250229; "Sudden, Unexpected Death: Intervention and the Survivors", Annals of Emergency Medicine, Jan. 15 pp. 54-57.

Striving to offer the best help available, we instituted a Trauma Intervention Program in Strafford County December 1993 using well trained volunteers. Our first class of Rockingham County Trauma Intervention Volunteers graduated in May 1997. Our 30th class graduated in April 2014. The next class, including people from both counties, begins in April 2016. We have trained over 400 volunteers to respond to calls within 20 minutes of a page for help from police, fire and emergency medical personnel.

Realizing that trauma doesn't end when our volunteer leaves the scene, we follow up on all calls. (Lynch, J.J. (1977), "Broken Heart: The Medical Consequences of Loneliness", Basic Books, New York, New York).

We are reminded over and over again that a calm presence, a gentle touch, a few caring words and a lot of listening can make a difference for suffering family members. It is not unusual for victims to tell our volunteers that they could not have gotten through the trauma without them by their side. They often express awe that people actually volunteer to be with them at any hour of the day or night. They are grateful to know we are only there to comfort them, to explain what happens next, to inform them of the role each professional has in their trauma, to assist in contacting clergy, funeral directors and family, to provide resource information for the follow-up.

The first responders, police, fire and emergency medical personnel, frequently tell our volunteers how much they appreciate having VICTIMS, INC. on scene, freeing them to do the work they were trained to perform. They are waiting to brief the volunteer on the situation, the relationships of the people they will introduce them to, and to provide information as to whether an arrest is imminent, a medical examiner will appear on scene, the need for an autopsy, the possibility of notifying relatives who live a distance away of the tragedy by requesting an officer in their area be sent to their house to inform them.

A continuing challenge has been to find away to expand our Trauma Intervention Volunteer Program to other counties. Getting someone to crash scenes 100 miles away continues to be problematic. Expansion of the Trauma Intervention Volunteer program would alleviate much

of this. Getting the word of our services out to first responders is an ongoing concern.

Working with County Dispatchers can be increased to assure service to smaller towns during evening and night hours.

Police Departments in this area often ask to have a Trauma Intervention Volunteer go with them to inform a family of a tragedy in another location.

One of these calls this year requested a Volunteer at 1:30AM to accompany the officer going to tell a single mother that her 27 year old had been killed by a police officer in Florida. There was very little information available at that time. The volunteer helped the mother call her parents, call the Florida police to learn where the body was taken, to contact the medical examiner in that jurisdiction, to determine whether the body should be brought back to New Hampshire, or cremated in Florida and the cremains shipped here, to learn if anything could be gained by the mother travelling to Florida, to learn who was conducting the investigation, who would share information with the mother, etc. The volunteer remained with the family most of the night, The mother and her parents were very grateful for the help.

Families, years after the tragedy, are grateful to see a familiar face at license reinstatement and parole hearings. Often, the professionals have moved on and the Victim Advocate is the only one they identify with – the person who was there from the beginning. The advocate attending one parole hearing had been with the family the night their 12 year old son was killed by a drunk driver. His two young cousins were seriously injured, and survived. The driver was convicted of manslaughter and served 17 years in New Hampshire State Prison. The advocate was the only familiar face at the parole hearing and someone who could introduce them to all of the other professionals involved. After all this time, the family was unsure what they might do should they meet the defendant at a mall, gas station, etc. He had showed no remorse. The advocate suggested they convey this to the board and ask if any restrictions could be made on his travel. The parole board ordered that the defendant never stop in the town of Farmington. If he needed to travel Route 11 through Farmington to get to a destination, he should not stop to visit, get gas, see a doctor, etc.

We have had two Carrol County men who were convicted of negligent homicide and had their licenses suspended for indefinite periods by the court. In order to be reinstated by the

Department of Motor Safety, they needed to return to court. In both cases, the victim families were not convinced these felons would be safe on the road. They didn't want this to happen to another family. Working with the advocate, they determined they could withdraw any objections to the reinstatement if the defendants were ordered to have an alcohol detection interlock device installed in their vehicles, at their expense, for a period of one year. In both cases, the county attorneys were impressed that the families came up with a way to watch the behavior of the defendants as related to alcohol use and driving. The defendants agreed to those terms and the judges lifted the sanctions so the case could be turned over to the Department of Safety for their review and determination.

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 activities that will ensure goals are accomplished.

All services developed over the past 25 years will continue.

Since opening our East Rochester office in October 1991, we have offered state-wide, free, victim advocacy services to victims of serious bodily injury crashes and all fatal crashes. We have worked with victims of arson, burglary, stalking, attempted homicide, vandalism, harassment, missing persons, home invasions, non-relationship assault, etc. We were asked, and agreed, to expand services to more trauma victims, some of which are not crime related. This necessitates diligent reporting of VOCA allowable and unallowable activities.

Our services are varied. In some cases, assistance means immediate or eventual referral to another agency or service provider. More often our range of direct services includes notification of hearings, arranging meetings between victims, investigating officers and prosecutors, accompanying victims to arraignments, motion hearings, pre-trials, trials, sentencings, sentence reviews, sentence reduction hearings, paroles and motor vehicle hearings. We have helped victims write their own motions, write victim impact statements and apply for victim compensation.

Immediate service is rendered when we are called to a scene of a trauma by a first responder. Services include acting as a liaison between emergency personnel and families, going with the officer to deliver death notification, contacting support people for the family, providing information regarding after death services, referrals to other helping agencies and programs, providing emotional first aid, etc. This is a modern day neighbor helping neighbor program using emergency medical personnel to link citizen in need to citizen waiting to help.

Follow-up services include sympathy cards, laminated obituaries, attendance at wakes and funerals, first and second year holiday and anniversary remembrances, gifts for children at Christmas, information about Victims Compensation, Victim Memorial Quilts, Victims' Rights Week activities, etc.

We perform outreach to police departments, making them aware of our services, and they train our volunteers to work with them on trauma calls. We speak to schools, colleges, fraternal organizations, churches, first responders, etc. increasing awareness of our programs and seeking volunteers. We work with other non-profits in the area, becoming more aware of the services each offers, allowing us to make good referrals to each other.

We have served more than 7,000 crime victims in the past twenty five years.  
We have been sponsoring Grief Support groups since 1991.

We are requesting \$85,000 VOCA funding for fiscal year 2016-2017 to allow us to continue and increase our services. We served over 827 victims in calendar year 2015. Approximately 1/3 of these victims received services through VOCA funding. We annually train twenty five volunteers to work with crime victims providing more than 16,000 hours of service annually.

Goal 1: To continue to provide high quality direct service to all victims of crime and trauma seeking our service.

Objective: To continue to have specialized personnel available to assist these

victims quickly.

Activities: To achieve our stated goals and objectives, we plan to add a full time Victim Advocate to our current staff.

Performance Measures: An actual measure of achievement of this goal and objective would be the number of victims served by these advocates.

A quantitative measure of achievement would be the victim's satisfaction of the immediate and follow up services provided by the advocates.

Goal 2: To increase the number of victims served.

Objective 1: To train more Trauma Intervention Volunteers to serve Rockingham and Strafford Counties.

Objective 2: To have Rockingham County better covered geographically by Volunteers.

Activities: To train more first responders in our services so they will call us.

Performance Measures: An actual measure of achievement of

Objective 1: The actual number of victims served in these areas.

Objective 2: To train two teams in Rockingham County, with each team serving a different area.

A quantitative measure of achievement would be the victims satisfaction with the service provided by the paid advocates and volunteers and to have first responder participation in and satisfaction with their training and support.

Goal 3: To increase the number of victims served in the criminal justice system.

Objective 1: To train more volunteers to work with victims involved in the Criminal Justice System.

Performance Measures: An actual measure of achievement would be improving the curriculum, adding volunteer court advocates. A quantitative measurement would be the satisfaction of the class members and trainers with the training and satisfaction of the victims with the advocates' assistance.

Goal 4: To expand our grief support for adults and children.

Objective 1: To increase the number of facilitators for both age groups.

Objective 2: To provide additional training for our part time paid coordinator and volunteer facilitators.

Objective 3: To provide grief support in Rockingham County.

Activities: To continue to sponsor our open ended adult grief support groups in Rochester twice each month. To provide our Grieving Assistance Program in Schools. To train more facilitators.

Performance Measures: Actual measures of achievement would be the number of victims served by the programs. Quantitative measures of achievement would be the victims' attendance at meetings, their satisfaction with the services provided, and having some victims "graduate" to the facilitator role. Another quantitative measurement would be the number of trained facilitators performing the service.

Goal 5: To have our services better known and utilized to improve services.

Objective 1: To update our web page frequently.

Activities: To continue to network with and learn from agencies providing similar services. To continue to train staff using the Internet.

Performance Measures: Actual measures of achievement would be monthly updates on our web page ([victimsinc.org](http://victimsinc.org)) and on the United Way Volunteer Opportunity site. Quantitative measurements would be for more calls for

Information and/or service from Internet users, changes in our protocols and/or training to improve our services as a result of knowledge gleaned from the Internet, more contacts regarding volunteering.

Goal 6: To continue expanding our service in Carroll, Hillsborough, Grafton and Coos Counties.

Objective 1: To train volunteers who live in these counties.

Activities: To continue to meet with local and state police and hospitals in these counties to assist with training. To recruit volunteers in these counties.

Performance Measures: Receiving calls to assist people in these counties.

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

VICTIMS, INC. staff and volunteers have run a successful Bingo every Saturday night since July 1, 1995. Staff and volunteers have three huge yard sales in the parking lot at the office every Memorial Day, 4th of July and Labor Day Weekend since 1991. The community donates the items to sell and thousands of customers return again and again.

We receive monetary donations from individuals, churches, fraternal organizations and corporations.

We are committed to keeping VICTIMS, INC. an integral part of victim services in New Hampshire. Our Board of Directors will pursue other funding sources and fundraisers should the need exist. We have a "rainy day fund", an insurance policy, with the goal of providing financial support for 6 to 12 months if necessary.

The agency will continue to keep records of individuals served by each program. Staff will regularly be asked to evaluate services and performance. Volunteers will continue to be

debriefed after each call, providing feedback on the services provided, the reaction of the victim(s) and first responder(s) to the service, suggestions for follow-up and program improvements. We will continue to invite police to our monthly meetings to offer suggestions to improve the programs. First responders, volunteers and victims will be asked to evaluate the services.

Most changes and improvements in our service come from our monthly Trauma Intervention Volunteer meetings to go over calls. They explain the interaction with victims' families and share strategies and skills that worked or didn't with the various people with whom they interacted.

The annual training our new volunteers receive from enforcement provides good feedback and opportunities to improve. The forms our volunteers use have lines for race, age, income, primary and secondary victims, violent and non-violent crime, disabilities and service provided. They are entered into the computer and compiled for the annual report. Data is computerized and can easily be reported to the Department of Justice.

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

We have a volunteer CPA who has done our bookkeeping, accounts receivable, payroll, etc. for 20 years. She comes to the office to pick up bills and other related correspondence twice each month, and returns with the checks. She provides a monthly running account of expenses, income and its sources, balances the bank accounts, provides all the financial information requested by our auditors.

Our treasurer reviews and signs the checks monthly.

Our 990 is prepared by by Malone, Dirubbo in Franklin, NH

All donations are recorded, including the source, the amount, the intention of the donor.

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.

<b>Name/Position</b>	<b>Computation</b>	<b>Federal</b>	<b>Match</b>
Patricia Rainboth Executive Director	\$58,000 @ 65%	\$37,700	\$9,425
Rose Woods Victim Advocate	\$33,000 @ 65%	\$19,500	\$4,875
New Hire Full time Victim Advocate	\$27,800 @ 100%	\$27,800	\$6,950

<b>Category A Personnel Sub-Total Federal:</b>	\$85,000	<b>Match:</b>	\$21,250
--	----------	---------------	----------

**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.

<b>Name/Position</b>	<b>Computation</b>	<b>Federal</b>	<b>Match</b>
----------------------	--------------------	----------------	--------------

<b>Category B. Fringe Benefits Sub-Total Federal:</b>		<b>Match:</b>	
---	--	---------------	--

**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**

<b>Category C. Travel Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

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

**Item                      Computation                      Federal                      Match**

<b>Category D Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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**

<b>Category E. Supplies Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

---

**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>
<b>Project category Not Approved by NH Department of Justice</b>			

---

**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>
---------------------------	-------------------------	--------------------	----------------	--------------

<b>Category G-1 Consultant Fees: Sub-Total Federal:</b>		<b>Match:</b>	
---	--	---------------	--

---

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

<u>Item</u>	<u>Location</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
-------------	-----------------	--------------------	----------------	--------------

<b>Category G-2 Consultant Expenses Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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**

<b>Category G-3 Contracts Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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**

<b>Category H. Other Costs Sub-Total Federal:</b>		<b>Match:</b>	
---	--	---------------	--

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



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

<b>Budget Category Amount</b>	<b>Federal</b>	<b>Match</b>
<b>A. Personnel</b>	<b>\$85,000</b>	<b>\$21,250</b>
<b>B. Fringe Benefits</b>		
<b>C. Travel</b>		
<b>D. Equipment</b>		
<b>E. Supplies</b>		
<b>F. Construction</b>		
<b>G. Consultants/Contracts</b>		
<b>H. Other</b>		
<b>Total Direct Costs</b>		
<b>I. Indirect Costs</b>		
<b>Total Project Costs</b>	<b>\$85,000</b>	<b>\$21,250</b>

<b>Federal Request</b>	<b>\$85,000</b>
<b>Non-Federal Match Amount</b>	<b>\$21,250</b>

## New Hampshire Department of Justice

---

### BUDGET NARRATIVE:

Our current Executive Director will continue to devote 65% of her time to VOCA allowable direct services.

Our full time Victim Advocate will devote 100% of his/her time to direct services.

Our part time Victim Advocate will devote 65% of her time to direct victim services, and 35% of her time to clerical work.

These direct services include training, crisis intervention, court related services, assisting victims in applying for Victim Compensation, etc.

Our Bereavement Coordinator works a minimum of 5 hours per week. Duties include facilitating groups for adults and youth, training new facilitators, keeping records. We are not seeking VOCA funding for this position.

We plan to raise the money to be used as cash match for VOCA and anticipate spending more than \$60,000 for salary, office expenses, benefits, equipment, travel, supplies, training, etc. above and beyond the \$85,000 we seek in VOCA funding.

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.

<b>Name/Position</b>	<b>Computation</b>	<b>Federal</b>	<b>Match</b>
Patricia Rainboth Executive Director	\$ 58,000 @ 65%	\$ 37,700	\$ 9,425
Rose Woods Victim Advocate	\$ 33,000 @ 65%	19,500	4,875
New Hire Full time Victim Advocate	27,800 @ 100%	27,800	6,950

<b>Category A Personnel Sub-Total Federal:</b>	\$ 85,000	<b>Match:</b>	\$ 21,250
--	-----------	---------------	-----------

**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.

<b>Name/Position</b>	<b>Computation</b>	<b>Federal</b>	<b>Match</b>
----------------------	--------------------	----------------	--------------

<b>Category B. Fringe Benefits Sub-Total Federal:</b>		<b>Match:</b>	
---	--	---------------	--

**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**

<b>Category C. Travel Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

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

**Item                      Computation                      Federal                      Match**

<b>Category D Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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**

<b>Category E. Supplies Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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**

<b>Category G-1          Consultant Fees:          Sub-Total          Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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**

<b>Category G-2          Consultant          Expenses          Sub-Total          Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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**

<b>Category G-3 Contracts Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--

**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.

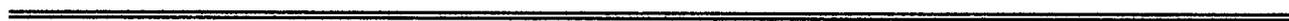
**Description** \_\_\_\_\_ **Computation** \_\_\_\_\_ **Federal** **Match**

<b>Category H. Other Costs Sub-Total Federal:</b>		<b>Match:</b>	
---	--	---------------	--

**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**

<b>Category I. Indirect Costs Sub-Total Federal:</b>		<b>Match:</b>	
--	--	---------------	--



**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	\$ 85,000	\$ 21,250
B. Fringe Benefits		
C. Travel		
D. Equipment		
E. Supplies		
F. Construction		
G. Consultants/Contracts		
H. Other		
Total Direct Costs		
I. Indirect Costs		
Total Project Costs	\$ 85,000	\$ 21,250

Federal Request	\$ 85,000
Non-Federal Match Amount	\$ 21,250

**New Hampshire Department of Justice**

---

BUDGET NARRATIVE:

## New Hampshire Department of Justice

---

### BUDGET NARRATIVE:

Our current Executive Director will continue to devote 65% of her time to VOCA allowable direct services.

Our full time Victim Advocate will devote 100% of his/her time to direct services.

Our part time Victim Advocate will devote 65% of her time to direct victim services, and 35% of her time to clerical work.

These direct services include training, crisis intervention, court related services, assisting victims in applying for Victim Compensation, etc.

Our Bereavement Coordinator works a minimum of 5 hours per week. Duties include facilitating groups for adults and youth, training new facilitators, keeping records. We are not seeking VOCA funding for this position.

We plan to raise the money to be used as cash match for VOCA and anticipate spending more than \$60,000 for salary, office expenses, benefits, equipment, travel, supplies, training, etc. above and beyond the \$85,000 we seek in VOCA funding.

**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.**

5/5/16  
par

## 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](http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf)

b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

2. Reports and Certifications Required

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

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

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

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

Par

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

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

Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <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](http://www.lep.gov).
22. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
23. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
  - A copy of the organization's 501 (c) 3 designation letter, or:
  - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
  - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit statusSubgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
24. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

Instructions for Certification:

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

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

**CERTIFICATION FORM**

**Compliance with the Equal Employment Opportunity Plan (EEO) Requirements**

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

Recipient's Name: <u>VICTIMS, INC.</u>	
Address: <u>107 Highland Street, E. ROCHESTER, NH 03868</u>	
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: <u>829957851</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Patricia A. Rainboth, EXECUTIVE DIRECTOR</u>	
Telephone Number: <u>603-335-7777</u>	E-Mail Address: <u>pat.rainboth@victims,inc.org</u>

**Section A—Declaration Claiming Complete Exemption from the EEO Requirement**

Please check all the following boxes that apply.

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

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

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

Patricia A. Rainboth, Executive Director      Patricia A. Rainboth 2/29/16  
 Print or Type Name and Title      Signature      Date

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

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

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

\_\_\_\_\_ [organization],  
 \_\_\_\_\_ [address].

\_\_\_\_\_  
 Print or Type Name and Title      Signature      Date

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

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

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

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

\_\_\_\_\_  
 Print or Type Name and Title      Signature      Date

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VICTIMS, INC., THE JOAN ELLIS VICTIM ASSISTANCE NETWORK is a New Hampshire nonprofit corporation formed October 29, 1991. 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 2<sup>nd</sup> day of May A.D. 2016

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

William M. Gardner  
Secretary of State

Certificate of Authority # 1

(Corporation or LLC - Non-specific, open-ended)

Corporate Resolution

I, Rose Woods, hereby certify that I am duly elected Clerk/Secretary of  
(Name)  
Victims Inc. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on 1/17, 2011  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Patricia Rainbolt Esq. DCU (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Victims Inc with the State of New Hampshire and any of  
(Name of Corporation or LLC)

its agencies or departments and further is authorized to execute any  
documents which may in his/her judgment be desirable or necessary to effect  
the purpose of this vote.

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

DATED: 5/2/16

ATTEST: Rose Woods Secretary  
(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2016

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 Jenness And Jenness Agency, Inc. 571 Pickering Road PO Box 7337 Rochester NH 03839	CONTACT NAME: George Jenness PHONE (A/C, No, Ext): (603)332-3030 E-MAIL ADDRESS: gjenness@jennessinsurance.com	FAX (A/C, No): (603)332-3093
	INSURER(S) AFFORDING COVERAGE INSURER A: MMG INSURER B: First Comp INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED The Joan Ellis Victim Assistance Network PO Box 455 Rochester NH 03866-0455		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	BP10892080	09/18/2015	09/18/2016	EACH OCCURRENCE	\$ 100000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 250000	
							MED EXP (Any one person)	\$ 5000
							PERSONAL & ADV INJURY	\$ 1000000
							GENERAL AGGREGATE	\$ 2000000
							PRODUCTS - COMP/OP AGG	\$ 2000000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC0097279-07	10/06/2015	10/06/2016	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$ 100,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 100,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

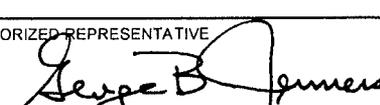
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Social Service organization

Excluded officers: John Donahue, Paul Rainboth, Nancy Higgins

## CERTIFICATE HOLDER

## CANCELLATION

Attorney General Office of the State of NH Grants Management 33 Capital St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Fax: Email:

© 1988-2014 ACORD CORPORATION. All rights reserved.

STATE OF NEW HAMPSHIRE  
**WORKERS' COMPENSATION LAW**  
NOTICE OF COMPLIANCE

**TO EMPLOYEES**

- 1 You are required by law (RSA 281-A:19) to report promptly to your employer an occupational injury or disease, even if you deem it to be minor. Form No. 8a WCA, Notice of Accidental Injury or Occupational Disease, may be used for that purpose (RSA 281-A:20,21). After you have completed and made it available to him or her, your employer must acknowledge receipt by signing and giving you a copy.
- 2 You are entitled to the services of a physician. This physician shall be within a managed care network, if applicable under RSA 281-A:23a.
- 3 You may not sue your employer as a result of a work-connected injury or disease by reason of your eligibility for benefits under the Workers' Compensation Law.

**TO EMPLOYERS**

- 1 You are required to display this poster so that it will be of the greatest possible benefit to your employees (RSA 281-A:4).
  - 2 You are required to file an Employer's First Report of Injury or Occupational Disease, form No. 8 WC, with the Labor Commissioner, copy to the nearest claims office of your insurance carrier, on all occupational injuries or diseases resulting in one visit to a physician, other than a house physician, as soon as possible but no later than five days after the date of knowledge thereof (RSA 281-A:53, I).
  - 3 You are required to report to the Labor Commissioner, copy as in 2 above, any occupational disability, whether total or partial, of four or more days (RSA 281-A:22), on an Employer's Supplemental Report of Injury, form No. 13 WCA, as soon as possible, but no later than ten days after the date of knowledge thereof (RSA 281-A:53, I and II).
  - 4 You are required to furnish, or cause to be furnished, reasonable medical and hospital services, other remedial care or vocational rehabilitation, and various types of disability compensation, to an injured or disabled employee in accordance with RSA 281-A:23, 25, 26, 28, 29, 31, 32.
  - 5 All employers with 5 or more full time employees shall develop temporary alternative work opportunities for injured employees in accordance with RSA 281-A:23-b. Employers may be obligated to reinstate employees sustaining a compensable injury in accordance with RSA 281-A:25-a.
  - 6 You are required to obtain from the carrier identified below a supply of all required workers' compensation forms.
- NOTICE - Violation of the various provisions of the Workers' Compensation Law carries civil penalties, court fines, or both.

David M. Wihby  
Deputy Labor Commissioner

George N. Copadis  
Labor Commissioner

The undersigned employer hereby gives notice of compliance with all provisions of the Workers' Compensation Law and Administrative Regulations of the Labor Commissioner of the State of New Hampshire pursuant to Revised Statutes Annotated, Chapter 281-A, as amended.

Name of Insurance Company  
Or self-insurer:  
FirstComp, a Division of Markel  
Service Incorporated, is a servicing  
entity for Markel Insurance Company

1-888-500-3344  
1-877-444-6806 - Fax

Name of Employer:

By Victims Inc  
22-3152490  
Employer Identification No.

(If number unknown, Employer to request from IRS)

This notice must be posted conspicuously in and about the Employer's place or places of business.

Prescribed by Labor Commissioner  
State of New Hampshire  
WCP-1 (1-99)

Task Force for the Misclassification of NH Workers: <http://www.nh.gov/nhworkers/>