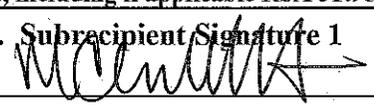
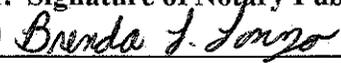


GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Belknap County Attorney		1.4. Subrecipient Address 64 Court St. Laconia, NH 03246	
1.5 Subrecipient Phone # 527-5400	1.6. Account Number 5021-072	1.7. Completion Date 06/30/2017	1.8. Grant Limitation \$ 50,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 271-1234	
"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 Melissa C Gulbrandsen, County Attorney	
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>Belknap</u> , on <u>4/1/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		BRENDA L. LONZO Justice of the Peace- NH My Commission Expires March 12, 2019	
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s)	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.17. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date 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

*(Handwritten signature)* 4/1/11

- 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.

## 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**.

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

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

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

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

Mail:

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

E-mail: [oig.hotline@usdoj.gov](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

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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

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

Instructions for Certification:

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

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

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DEPARTMENT OF JUSTICE

STATE OF NEW HAMPSHIRE



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

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

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

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

Melissa Guldbrandsen, County Attorney  
Name and Title of Head of Agency

McEnally  
Signature

4/1/16  
Date

Bellnap County Attorney's Office 64 Court Street  
Name and Address of Agency

Laconia NH  
03246

*Handwritten initials and date:* MG 4/1/16

25. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 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.

WCB  
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## Section B

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

## Section C

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

## Section D

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

## Submission Process

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

MOB  
4/1/16

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name:		
Address:		
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJJ, 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:	
<b>Section A—Declaration Claiming Complete Exemption from the EEOP Requirement</b>		
Please check all the following boxes that apply.		
<input type="checkbox"/> Less than fifty employees.	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Medical Institution.
<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Educational Institution	<input type="checkbox"/> Receiving a single award(s) less than \$25,000.
I, _____ [responsible		official], certify that _____
[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.		
I further certify that _____ [recipient]		will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D		
Print or Type Name and Title	Signature	Date
<b>Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review</b>		
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
<b>Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review</b>		
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

NOV 4/1/16

**State of New Hampshire Contract Exhibit B**

**SCHEDULE OF PAYMENT**

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

*MCA*  
4/1/11

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: Belknap County

DUNS Number: 073980765

SAM Registration Expiration Date: November 22, 2016

Federal Funds Requested: \$50,000

1. Project Title: County Victim Witness Advocate

2. Grant Project start date: July, 2016

Project end date: June, 2017

3. Project Director: Melissa Countway Guldbrandsen

Telephone: 603-527-5440

Email: mguldbrandsen@belknapcounty.org

4. Financial Officer: Lori Sharp

Telephone: 603-527-5400

Email: lsharp@belknapcounty.org

5. Primary contact person for this project is: Brenda Lonzo

Address: Belknap County Attorney's Office, 64 Court St., Laconia NH 03246

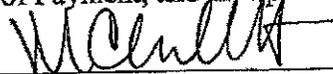
Telephone: 603-527-5440

Email: blonzo@belknapcounty.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: 3/9/16

Address: Belknap County Attorney's Office, 64 Court St., Laconia, NH 03246

Telephone: 603-527-5440

Email mguldbrandsen@belknapcounty.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.

Belknap County is a rural area in the Lakes Region of New Hampshire. The county comprises 10 towns and one small city, with an overall population in the 2010 census of just over 60,000 people. The region has suffered economically, with a shift away from local manufacturing. Tourism dominates the economy. The region is spread out geographically, with no public transportation and limited infrastructure to support victims of crime.

The recent heroin epidemic has struck the region significantly, consistent with trends in the State of New Hampshire. Heroin deaths in New Hampshire have increased from 193 in 2013, 300 deaths in 2014 to 420 deaths in 2015. In Belknap County, we see "spin-off" crimes which result from the drug epidemic—from theft and burglary to other property crimes—we see the trend of drug addicts committing crimes to further their addiction. Some of the domestic violence cases we have seen also have a drug related component to them. Several of the domestic violence cases in the past several years involve the offender using illegal drugs prior to the assaults.

Detectives within the County, at the direction of this office, are increasingly working collaboratively on investigations in the region. With regular detectives' meetings, small agencies can share information, ideas and investigation strategies. This collaboration results in more active and rigorous prosecution of criminals.

In 2010 New Hampshire passed a Human Trafficking Law. Two towns in the County have on-going investigations into the trafficking of young women for profit. There is evidence that drugs are being supplied in order to coerce these young victims to participate against their will in the sex trade industry.

Another large area of criminal cases are intra-family sexual assaults. Last year, our local Child Advocacy Center investigated over one hundred allegations of Felonious Sexual Assault against both child and adult victims.

Children are particularly in need of services from this Office, ranging from assistance with obtaining support services from other agencies, filling out claims for NH Crime Victims' Compensation, preparing to testify in Court, to testifying and participating in the court process.

In 2015, 7 new cases involving child aggravated felonious sexual assault (AFSA) were presented to the Grand Jury, 3 new adult AFSA cases were presented and 2 sexual assault misdemeanor cases were prosecuted by our Office. Also in 2015, we resolved 6 child AFSA and one adult AFSA case, all of which had been presented to the Grand Jury in 2014. In addition, our office indicted a convicted sex offender for exposing himself to a large group of children at the local middle school. He was convicted of 3 felonies after a jury trial at which 4 of those children testified

It is vital a Victim Witness Coordinator be available for victims of crime to provide crisis intervention and support to address their immediate emotional and physical needs. It is clear that having a victim assistance coordinator readily available to act as liaison and support to victims clearly enhances the efficiency of criminal prosecutions.

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.

As the State is shifting toward filing all felonies in the Superior Court-bypassing the Circuit Courts - and resolving cases earlier (referred to as Early Case Resolution), the importance of strong and effective communication with victims is imperative. The goal is to determine very early in the court process which cases can be resolved quickly, with input and agreement from the victim. Early case resolution often leads to more satisfaction from victims, in the form of sanction to the Defendant, restitution to the victim, and overall closure for the victim.

Starting July 1, 2016, our office will be the third County in the State to implement the "Felonies First" Legislation (SB 124) which means that all felony cases will begin in the Superior Court instead of being filed in circuit court for the arraignment, bail hearings and probable cause hearing. As such, our Office will be immediately involved with all Felony arrests, many of which involve domestic violence. Our Victim Witness Coordinator will therefore be involved with all the victims at an earlier time in the case. They will need information, support and referrals for the initial stages of the court process.

With this new process of handling felony cases, our limited resources will be stretched to take on the additional need for victim support early in the case. Traditionally, local police departments have provided this support to the victims either through the police prosecutor or through their own volunteer victim witness advocates. Our Office will therefore be coordinating these volunteers and providing direct services to ensure that appropriate victim services are provided in accordance with the Victim's Bill of Rights.

Another on-going project, with a new emphasis, is the regular use of the Lethality Assessment Protocol (LAP) by our local police agencies. Most—but not all—of our Police Departments are using the LAP. This is a tool which enhances victim services. Our Office will be coordinating an effort, at the request of the Attorney General's Office to: 1) encourage 100% of our agencies to utilize the LAP; and 2) gather statistics from each agency regarding their use of the LAP.

We will evaluate our efforts through the use of our existing Prosecution Database known as Prosecutor by Karpel (PBK). This database has statistical and reporting tools which our Victim Witness Coordinator regularly uses. We also have a volunteer intern from a local law school who will be spending her summer with us, and one of her projects will be to develop an on-line survey that we will provide to our victims for their evaluation and feedback. We will survey them on the responsiveness of our Office and our local volunteers in the early phases of the criminal prosecution of their case. Finally, the LAP data analysis will consist of disseminating – and tracking agency responses through setting and enforcing deadlines – a one-page form for each agency to complete regarding their use of the LAP protocols. This will facilitate on-going discussions at our monthly meeting with Police Chiefs to increase the use of the LAP county-wide.

- 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.

The Victim Witness Coordinator currently works with all crime victims whose cases are being prosecuted in this office. It is important to have contact with victims as soon as possible, with a focus on the NH Victim Bill of Rights (RSA 21-M-:8-k). Victims are entitled to guidance through the criminal justice system by keeping them informed of court dates, status of case, plea negotiations and other pertinent information. As our process works now, and has for many years, we become involved with Victims *after* a defendant has been indicted. Victims are consulted for their input on sentencing, which is another right under the Victim Bill of Rights. Victims are provided information and referrals to social, mental health, medical services and financial services that may be available to them. The Victim Witness Coordinator explains the criminal and trial process including bail issues with violent offenders with a special emphasis on safety planning.

For child-victim cases, the relationship begins with an interview at the Child Advocacy Center. Representatives from this office attend the majority of these interviews. The Victim Witness Coordinator also participates in interviews as her schedule allows. The relationship with

the victim continues with meetings and tours of the Court facility, and continues through the life of the case, through trial, and beyond. The office keeps crime victims informed of all Court dates along with legal updates throughout the pre-trial litigation process. At the initial stages, referrals are made for the victim for other services. In certain cases, an application is given to the victim for the NH Victims' Compensation Program and assistance is given to help the victim fill it out.

The Victim Witness Coordinator also facilitates the swift return of property to victims, when the property is being held and used as evidence. The coordinator also will contact insurance companies and medical providers to obtain proper documentation for restitution purposes so that Defendants may be held accountable for the costs of their crime. This work also ensures accurate restitution payments to victims.

During court proceedings, the Victim Witness Coordinator provides support prior, during and after and helps prepare for any testimony with what to wear, what time to appear and tips on keeping calm and witness tips on testifying. The Victim Witness Coordinator also arranges transportation to and from the court house and intercedes with work and or school. The coordinator also works with the clerk of court to address scheduling matters in an attempt to minimize inconvenience and disruption to the victim.

After conviction, there are post-conviction services with notices to the jail and or prison with an explanation that they have a right to be notified of the parole hearings, motions to suspend or if there is an appeal what to expect, how long is the process and the end result all the while providing emotional support.

To further describe the work of our Victim Witness Coordinator (VWC), the following is a synopsis from a recent Domestic Violence case that went to trial and resulted in Felony convictions against the Defendant. The work of the VWC on this case continues to this day. This Domestic Violence case was referred to our office from a local police department and involved a defendant and his spouse. This defendant was indicted on February 19, 2015 for 3 charges of Felony second degree assault (strangulation), 3 charges of criminal threatening and 5 charges of simple assault. The VWC began by sending an introduction letter to the victim advising her of these charges, what to expect in the criminal justice system, information about NH Victims' Compensation Program, the current court dates along with a request to meet with her personally. From that time on, the VWC kept in contact with her with numerous phone calls, letters and meetings in person. The issue for this victim was that the defendant lived around the corner from her. In addition, after he was arrested by the Police, he had posted a photo of her on his Facebook page that was offensive and scared her. During the pendency of this case, which went to trial in November 2015, the defense filed motions to obtain her private medical records, and the Court granted this request after a hearing. The Victim Witness Coordinator worked closely with the victim through this process. The victim expressed that she felt that this was private information and that she didn't think it was

fair for the defendant to have access to her private medical records. The VWC was integral in explaining the legal aspects of the Court's order and helped the victim process and deal with this further victimization. Trial was initially set for June of 2015 but the victim had long standing vacation plans with plane tickets purchased so the State asked for, and was granted a continuance. The trial was then set for August 2015 and then continued again to September and ultimately went to trial in late November 2015. Throughout the scheduling and rescheduling, the VWC had to both advocate for the victim (to accommodate her schedule) and keep her informed as the trial date kept changing.

The victim and the Victim Witness Coordinator initially arranged for three different meetings for which the victim did not appear. The VWC soon realized, and understood, that the victim was having a hard time traveling to our Office, and that she was stressed out about even coming to the court house. After many phone calls, the VWC was able to communicate her empathy for the victim for her fear of the appointment, but convinced her that it wouldn't be fair to her if she wasn't prepared for her case. The victim ultimately came to the court house, and the VWC provided a court tour and information about what to expect from the trial. In addition, the victim had assistance from the VWC in applying for the NH Crime Victims' Compensation Program for counseling, which was ultimately awarded. The Victim Witness Coordinator made a referral to a counselor in her town as well.

Throughout trial, the victim attended Court every day and needed the support and comfort of the VWC. She was well-prepared for her testimony due to the efforts of the VWC. Despite grueling and difficult cross-examination by the Defense, the jury returned Guilty verdicts on the 3 felonies and 5 simple assaults. At the urging of the VWC, the victim finally began counseling after the verdict in November of 2015. The Defendant was detained pending his sentencing. The victim attended the sentencing hearing, again with the support of the VWC, and provided a detailed victim impact statement that the court considered. The defendant was sentenced and is currently at the NH State Prison. He has appealed his verdicts and filed for a motion to be released pending the appeal. A hearing will be held soon and there is the possibility that he will be released pending his appeal. There is a no contact order of course but this is still very unsettling for the victim. The VWC, has explained the post-conviction processes to the victim with patience and has continued to provide support to her.

With the increasing need for victim services, in this small, rural county, it is imperative that we are able to continue to provide services through the work of the Victim Witness Coordinator, with support from this grant. The funding provided by this grant allows us to maintain our current services as described above. The grant directly funds a portion of the VWC's salary and benefits, thus ensuring that her work continues for the benefit of the victims of felony crimes.

- c. Both new and existing projects- provide a detailed description of services to be delivered and how that delivery will be implemented. Also include project goals,

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

Last year, the coordinator assisted 162 new victims of indicted cases in which the crimes charged included: physical assault, sexual assault, witness tampering, stalking, burglary, homicide and theft. Not all crimes are alike, nor are all victims affected the same way by crime, but most victims do experience some sense of loss as a result of crime. Many victims report feeling powerless, shock, fearful, guilt, confused, numbness and anger. Victims may also suffer from insomnia, headaches, muscle tension and nausea. Many victims experience serious trauma as a direct result to the aftermath of the crime. Victims may have physical, emotional, psychological injuries as well as a financial cost. They may have physical injuries that are still in recovery that they may never recover from fully. Financial costs include medical bills, replacing damaged or stolen property, counseling, and funeral costs.

When victims do not receive the appropriate support and intervention in the aftermath of the crime, they suffer "secondary injuries". Victims may lack knowledge of the criminal justice system and the affect of that is that they retreat to the background and their voices go unheard during the investigation, prosecution and sentencing. If victims are to recover from the impact of crime, it is crucial that they are provided with the proper support throughout the criminal justice system.

The Victim Assistance Coordinator follows the best practice model as outlined in the NH Attorney General's Protocol on Child abuse, Domestic Violence and Sexual Assault. She is also a team member of the Greater Lakes Child Advocacy Center investigative team which is a Child Advocacy Center for children suspected of being abused that allows for earlier intervention. In addition, she is also a team member of the Belknap County Sexual Assault Resource Team designed to increase awareness of services to sexual assault victims and follow victim centered approaches to investigations and prosecutions. Both of these teams involve case reviews to improve services to victims.

The goals and objectives of the program are to continue to improve our efforts to assist crime victims in Belknap County, and to prevent re-victimization through the criminal court process. We are continually striving to work more efficiently, as our case-load increases, while

maintaining the strong personal touch required for this job. Efficiencies are achieved through increasingly using automated notification systems available through our computer data base. This data base allows us to track all cases and court dates, and will generate personalized letters to keep victims informed of the same. We have also instituted e-mail notifications where the victim has agreed to receive e-mail on case progress, court dates, and court orders. With Felonies First, our goal is to provide our same level of excellence in victim services even earlier in the case. One aspect of Felonies First is to provide "better justice sooner." This model benefits victims too—giving them closure and resolution as soon as practical. Our Office must ensure full compliance with the Victim's Bill of Rights in light of a push by the Courts toward earlier case resolution.

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

The VWC is an integral part of the functioning of this Office, and is the primary liaison with victim's of crime. The overall budget of the office is just under \$750,000, and the annual award has been \$26,500, thus representing a significant percentage of the budget. The County is funded predominantly through property taxes, and the annual budget process seems to focus on keeping the funds raised by property tax to a minimum.

The Belknap County Attorney's Office is comprised of four attorneys (County Attorney, Deputy County Attorney and two Assistant County Attorneys), two full time and one part-time support staff and our VWC. One of our general staff positions was eliminated through the 2015 budget process, which in turn has limited the support staff available to the victim assistance coordinator. In the recent 2016 budget process, the County Delegation approved adding another Assistant County Attorney to the staff, effective July 1, 2016. This position was added to address the increased work associated with Felonies First. Although the County is generally frugal in the budgeting process, it has supported and funded the VWC for well over 20 years. If federal funds were not available, the position would be supported through the standard budget process. We also rely on volunteers within our Office, whether through law schools or retirees. This avenue could not replace the VWC, but is certainly a mechanism to ensure the victims are provided with some level of support, and to evaluate the program through statistical analysis.

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

Success, progress and areas for improvement will be evaluated in two ways: first through direct feedback from the victims themselves, and second through self-reflection and evaluation. With a small office, we often spend time discussing our cases in the course of our day-to-day office interactions.

The VWC routinely meets with each attorney to discuss case status and updates. Our filing process for all Court pleadings includes providing copies to the VWC so that she is aware of what is happening in each victim-case. Through the above referenced resource teams (Child Advocacy and Sexual Assault), we have routine case review in which a specific case is anonymously discussed in depth. The focus of that review is to evaluate the pros and cons of how the case was processed from the victim's perspective. As discussed above, we will be developing an internet-based survey to be disseminated to our victims for their direct feedback.

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

Belknap County operates under a centralized finance/accounting structure. The Finance Department has full oversight and all of the necessary resources to manage all grant/sub-grant requirements. We also utilize an enterprise wide financial accounting system, Munis from Tyler Technologies, that records all activity in real-time. The County Attorney's Office also has full inquiry and reporting access.

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.

<u>Name/Position</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
Barbara Belmont/Victim Witness Coordinator	\$61,089.60 100% of time devoted to victim advocacy	\$50,000.	\$10,000.

<b>Category A Personnel Sub-Total Federal:</b>	\$50,000.00	<b>Match:</b>	\$12,500.
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**B. Fringe Benefits** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Individual fringe benefits must be listed by amount and percentage.

<u>Name/Position</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
Barbara Belmont/Victim	\$8,109.24		\$2,500.

<b>Category B. Fringe Benefits Sub-Total Federal:</b>		<b>Match:</b>	\$2,500.
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**C. Travel** - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

**Purpose of Travel                      Location/Item                      Computation                      Federal                      Match**

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

**Item                      Computation                      Federal                      Match**

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

**Supply Items                      Computation                      Federal                      Match**

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

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

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

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

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

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

Category H. Other Costs Sub-Total Federal:		Match:	
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**I. Indirect Costs** - Indirect costs are allowed at the applicant'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 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



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

Budget Category Amount	Federal	Match
A. Personnel	50,000.00	10,000.00
B. Fringe Benefits		2,500.00
C. Travel		
D. Equipment		
E. Supplies		
F. Construction		
G. Consultants/Contracts		
H. Other		
<b>Total Direct Costs</b>		
I. Indirect Costs		
<b>Total Project Costs</b>		

<b>Federal Request</b>	<b>50,000.00</b>
<b>Non-Federal Match Amount</b>	<b>12,500.00</b>

## New Hampshire Department of Justice

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### BUDGET NARRATIVE:

The total annual salary for this position is \$61,089.60. The \$10,000 and \$2,500 figures represent the 20% match of the federal funds requested.

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.

Debra Shackett, County Administrator

Name and Title of Head of Agency

Debra Shackett  
Signature

3/16/11  
Date

Belknap County, 34 County Dr., Laconia, NH 03246

Name and Address of Agency

