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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Lorraine Bartlett
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
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May 25, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with the New Hampshire Coalition Against Domestic and Sexual Violence (Vendor # 15510-B001), 4 South State Street, Concord, New Hampshire 03301, for the provision of a statewide domestic violence prevention program, by increasing the price limitation by \$100,000 from \$3,069,092 to \$3,169,092, effective upon Governor and Executive Council approval with no change to the contract end date of June 30, 2017. *100% General Funds*

The Governor and Executive Council approved the original agreement on May 25, 2011 (Item # 72) and subsequent amendments on May 15, 2013 (Item # 41), June 4, 2014 (Item # 54) and May 6, 2015 (Item #14).

Funds to support this request are available in the following account for State Fiscal Year 2016 and State Fiscal Year 2017 with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further Governor and Executive Council approval, if needed and justified.

05-95-42-421010-29590000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, DOMESTIC VIOLENCE PROGRAMS

State Fiscal Year	Class/Object	Title	Activity Code	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2012	073-500581	Grants to Non-Profits-State	40130218	\$505,000	\$0	\$505,000
2013	073-500581	Grants to Non-Profits-State	40130218	\$505,000	\$0	\$505,000
2014	073-500581	Grants to Non-Profits-State	42105904	\$514,773	\$0	\$514,773
2015	073-500581	Grants to Non-Profits-State	42105904	\$514,773	\$0	\$514,773
2016	073-500581	Grants to Non-Profits-State	42105904	\$514,773	\$0	\$514,773
2017	073-500581	Grants to Non-Profits-State	42105904	\$514,773	\$0	\$514,773
Subtotal:				\$3,069,092	\$0	\$3,069,092

05-95-42-421010-29590000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, DOMESTIC VIOLENCE PROGRAMS

State Fiscal Year	Class/Object	Title	Activity Code	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2017	102-500731	Contracts for Pgm Svcs	42105904	\$0	\$100,000	\$100,000
			Subtotal:	\$0	\$100,000	\$100,000
			Contract Total:	\$3,069,092	\$100,000	\$3,169,092

EXPLANATION

The purpose of this amendment is to align the vendor's appropriation with the operating budget. This amendment increases a portion of the vendor's general fund appropriation that was reduced during 2011 budget process. During that budget process for the 2012/2013 biennium budget, the legislature reduced the Coalition's appropriation from \$300,000.00 to \$2,000.00. During the 2015 legislative budget cycle for the 2016/2017 biennium, the Coalition's appropriation was increased by \$100,000. The ongoing status of this appropriation will be addressed during future budget sessions.

The New Hampshire Coalition Against Domestic and Sexual Violence is the only program in the State of New Hampshire working with victims of domestic and sexual violence and continues to be uniquely qualified to provide these services. As such the Coalition is designated by the Department as the coordinator to administer the domestic violence grant program as specified in NH RSA 173-B: 18.

These funds provide grant money to New Hampshire programs that provide aid and assistance to victims of domestic and sexual violence. Domestic violence grant funds are disbursed by the New Hampshire Coalition against Domestic and Sexual Violence to twelve local organizations around the State and are used to fund such services as 24-hour crisis telephone lines, emergency transportation, shelters, community outreach, and education and support services to thousands of victims of sexual and domestic violence each year. To ensure that potential providers have competitive access to deliver these services at the local level, the New Hampshire Coalition against Domestic and Sexual Violence solicits proposals from local agencies and awards sub-contracts to perform these services throughout the state.

The New Hampshire Coalition against Domestic and Sexual Violence has successfully carried out the mandates set forth in RSA 173-B: 18 for the past several years. Their work has included:

- Delivering multiple training programs multiple times throughout each year.
- Holding a variety of outreach/awareness events.
- Ensuring that 100% of NH's communities have access to a local domestic violence agency.
- Consistent provision of a 24-hour crisis telephone service; and
- Ensuring that victims have access to emergency shelter at all times.

Additionally, hundreds of people receive emergency transportation and thousands are provided legal and social services advocacy by the vendor. Other services include operating domestic violence support groups, and publishing and distributing fact sheets, brochures, stickers and ribbons in order to promote awareness of domestic violence issues.

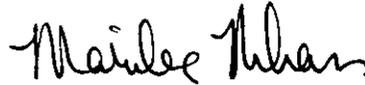
Should Governor and Executive Council not approve this request, the New Hampshire Coalition against Domestic and Sexual Violence's ability to provide required domestic violence prevention may be greatly diminished.

Geographic area served: Statewide

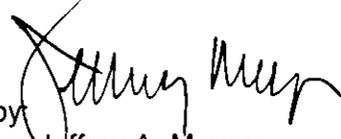
Source of funds: The special fund for domestic violence programs established by RSA 173-B:15. 58.28% Other (Marriage and License Fees), 31.37% Federal Funds and 10.35% General Funds.

If the federal or other funds become no longer available, general funds will not be requested to support the program expenditures.

Respectfully submitted,



Marilee Nihan, M.B.A.
Deputy Commissioner



Approved by

Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Statewide Domestic Violence Prevention Contract**

This fourth Amendment to the Statewide Domestic Violence Prevention Program contract (hereinafter referred to as "Amendment 4") dated this 27th day of April 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Coalition Against Domestic and Sexual Violence (hereinafter referred to as "the Contractor"), a non-profit company, with a place of business at 4 South State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 25, 2011 (Item #17), amended by agreement (Amendment #1) approved May 15, 2013 (Item #41), amended by agreement (Amendment #2) approved on June 4, 2014 (Item #54) and amended by agreement (Amendment #3) approved May 6, 2015 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 this agreement may be amended by written agreement of the parties and Governor and Executive Council approval; and

WHEREAS, the parties have agreed to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$3,169,092
2. Form P-37, General Provisions, Item 1.6, Account Number, to read:
05-095-42-421010-29590000
3. Delete Exhibit B-3, Amendment #3 – Budget, State Fiscal Year 2017 and replace with:
Exhibit B-3, Amendment #4 – State Fiscal Year 2017
4. Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-2, Exhibit B2, NHCADSV-Prevention SFY 2014, Exhibit B-3, Amendment #3 – Budget and Exhibit B-3, Amendment #4 – State Fiscal Year 2017. Any adjustment in a line item in excess of 10% shall require the prior written approval of the Division for Children, Youth and Families

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.

New Hampshire Department of Health and Human Services
Statewide Domestic Violence Prevention



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

May 17, 2016
Date

Marilee Nihan
Marilee Nihan, MBA
Deputy Commissioner

New Hampshire Coalition Against Domestic and
Sexual Violence

May 6, 2016
Date

Anthony Schaller
Name
Title Executive Director

Acknowledgement:

State of New Hampshire, County of Merriam on May 6, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Pamela English
Name and Title of Notary or Justice of the Peace

New Hampshire Department of Health and Human Services
Statewide Domestic Violence Prevention



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/12/14
Date

[Signature]
Name: [Signature]
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Bidder/Program Name: NHCADSV - Prevention

Budget Request for: State Fiscal Year 2017

(Name of RFP)

Budget Period: 7/1/16 to 6/30/17

Line Item	Direct/Incremental	Indirect/Fixed	Total State Costs	Bidder Match	Total Costs	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 28,020	\$ -	\$ 28,020	\$ -	\$ 28,020	
2. Employee Benefits	\$ 8,239	\$ -	\$ 8,239	\$ -	\$ 8,239	
3. Consultants	\$ 302	\$ -	\$ 302	\$ -	\$ 302	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 1,450	\$ -	\$ 1,450	\$ -	\$ 1,450	
Purchase/Depreciation	\$ 750	\$ -	\$ 750	\$ -	\$ 750	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	
Office	\$ 1,069	\$ -	\$ 1,069	\$ -	\$ 1,069	
6. Travel	\$ 250	\$ -	\$ 250	\$ -	\$ 250	
7. Occupancy	\$ 2,099	\$ -	\$ 2,099	\$ -	\$ 2,099	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 1,200	\$ -	\$ 1,200	\$ -	\$ 1,200	
Postage	\$ 462	\$ -	\$ 462	\$ -	\$ 462	
Subscriptions	\$ 233	\$ -	\$ 233	\$ -	\$ 233	
Audit and Legal and Accounting	\$ 1,153	\$ -	\$ 1,153	\$ -	\$ 1,153	
Insurance	\$ 835	\$ -	\$ 835	\$ -	\$ 835	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,559	\$ -	\$ 1,559	\$ -	\$ 1,559	
11. Staff Education and Training	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	
12. Subcontracts/Agreements	\$ 562,308	\$ -	\$ 562,308	\$ -	\$ 562,308	
13. Other (specific details mandatory):	\$ 804	\$ -	\$ 804	\$ -	\$ 804	
TOTAL	\$ 614,733	\$ -	\$ 614,733	\$ -	\$ 614,733	

Indirect As A Percent of Direct

0

13. National & State Memberships

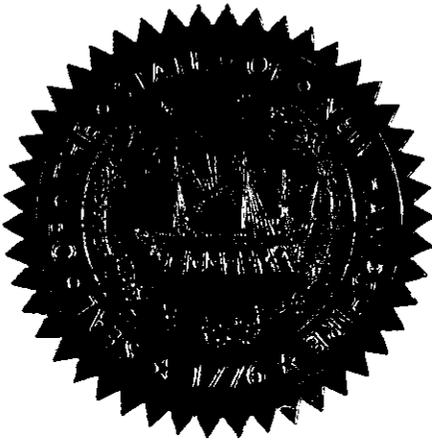
Contractor Initials: lms

Date: May 6, 2016

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE is a New Hampshire nonprofit corporation formed April 30, 1981. 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 12th day of April A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Margaret R. O'Neil do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of the New Hampshire Coalition Against Domestic and Sexual Violence.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on April 22, 2014:
(Date)

RESOLVED: That the Executive Director _____
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State 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 6th day of May, 2016.
(Date Contract Signed)

4. Lyn M. Schollett is the duly elected Executive Director of the Agency.

(Name of Contract Signatory)

(Title of Contract Signatory)

Margaret R. O'Neil
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 6th day of May, 2016.

By Margaret R. O'Neil.
(Name of Elected Officer of the Agency)

Pamela English
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10-29-2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2016

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com FAX (A/C, No): (603) 293-7188	
INSURED NH Coalition Against Domestic and Sexual Violence PO Box 353 Concord NH 03302		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great American Ins Group	
		INSURER B: Liberty Mutual Agency Corporation	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL165309540 **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 BUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MAC5464236-15	5/15/2016	5/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		MAC5464236-15	5/15/2016	5/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB8234007-08	5/15/2016	5/15/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC5-31S-604577-016	5/15/2016	5/15/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER NH DHHS 29 Hazen Drive Concord, NH 03301-6504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Our Mission

The New Hampshire Coalition Against Domestic and Sexual Violence creates safe and just communities through advocacy, prevention and empowerment of anyone affected by sexual violence, domestic violence and stalking.

This mission is accomplished by the Coalition, which includes 14 independent community-based member programs, a Board of Directors and a central staff working together to:

- Influence public policy on the local, state and national levels;
- Ensure that quality services are provided to victims;
- Promote the accountability of societal systems and communities for their responses to sexual violence, domestic violence and stalking;
- Prevent violence and abuse before they occur.

NEW HAMPSHIRE COALITION AGAINST
DOMESTIC AND SEXUAL VIOLENCE

AUDITED FINANCIAL STATEMENTS

June 30, 2015 and 2014

SINGLE AUDIT REPORTS

June 30, 2015

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE

CONCORD, NEW HAMPSHIRE 03301

TELEPHONE (603) 228-5400

FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
New Hampshire Coalition
Against Domestic and Sexual Violence
Concord, New Hampshire

We have audited the accompanying financial statements New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization), which comprise the statement of financial position as of June 30, 2015 and the related statement of activities and changes in net assets, statement of functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Coalition Against Domestic and Sexual Violence as of June 30, 2015 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the New Hampshire Coalition Against Domestic and Sexual Violence's 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 5, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 6, 2015, on our consideration of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and compliance.



Rowley & Associates, P.C.
Concord, New Hampshire
October 6, 2015

New Hampshire Coalition Against Domestic and Sexual Violence
 Statements of Financial Position
 June 30, 2015 and 2014

ASSETS	<u>2015</u>	<u>2014</u>
<u>CURRENT ASSETS</u>		
Cash, unrestricted	\$ 318,172	\$ 310,809
Cash, temporarily restricted	46,266	60,746
Grants Receivable	940,590	822,277
Prepaid Expenses	11,715	10,583
Total Current Assets	<u>1,316,743</u>	<u>1,204,415</u>
<u>PROPERTY AND EQUIPMENT</u>		
Land	52,143	52,143
Building	267,592	267,592
Equipment	103,122	101,698
Building Improvements	25,736	25,736
	<u>448,593</u>	<u>447,169</u>
Less Accumulated Depreciation	(207,908)	(199,271)
Total Property and Equipment, Net	<u>240,685</u>	<u>247,898</u>
Total Assets	<u><u>1,557,428</u></u>	<u><u>1,452,313</u></u>
LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Current Portion of Long-Term Debt	5,473	5,206
Accounts Payable	782,576	674,314
Accrued Expenses	48,808	42,914
Total Current Liabilities	<u>836,857</u>	<u>722,434</u>
<u>LONG-TERM LIABILITIES</u>		
Long-Term Debt, Net of Current Portion	<u>49,652</u>	<u>55,127</u>
<u>NET ASSETS</u>		
Unrestricted	624,653	614,006
Temporarily Restricted	46,266	60,746
Total Net Assets	<u>670,919</u>	<u>674,752</u>
Total Liabilities and Net Assets	<u><u>\$ 1,557,428</u></u>	<u><u>\$ 1,452,313</u></u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
 Statements of Activities
 Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<u>UNRESTRICTED NET ASSETS</u>		
Support and Revenue:		
Grant Revenue	\$ 4,329,040	\$ 4,267,673
Contributions	253,131	218,747
Donated Services	186,547	113,579
Miscellaneous income	37,887	36,956
Total Support and Revenue	<u>4,806,605</u>	<u>4,636,955</u>
<u>NET ASSETS RELEASED FROM RESTRICTIONS</u>		
Restrictions Satisfied by Payments	<u>59,275</u>	<u>101,034</u>
<u>EXPENSES</u>		
Program Services	4,648,433	4,291,396
Management and General	192,029	387,937
Fundraising	14,771	13,856
Total expenses	<u>4,855,233</u>	<u>4,693,189</u>
Increase in Unrestricted Net Assets	10,647	44,800
<u>TEMPORARILY RESTRICTED NET ASSETS</u>		
Grant Revenue	44,795	124,435
Restrictions Satisfied by Payments	<u>(59,275)</u>	<u>(101,034)</u>
Increase (Decrease) in Temporarily Restricted Net Assets	<u>(14,480)</u>	<u>23,401</u>
INCREASE (DECREASE) IN NET ASSETS	(3,833)	68,201
NET ASSETS AT BEGINNING OF YEAR	<u>674,752</u>	<u>606,551</u>
NET ASSETS AT END OF YEAR	<u>\$ 670,919</u>	<u>\$ 674,752</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
Statement of Functional Expenses
Year Ended June 30, 2015
With Comparative Totals for Year Ended June 30, 2014

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total 2015</u>	<u>Total 2014</u>
Salaries	\$ 805,025	\$ 121,690	\$ 9,361	\$ 936,076	\$ 874,651
Payroll taxes	68,876	10,411	801	80,088	70,744
Health and Life Insurance	57,523	8,695	669	66,887	63,641
Dental & Other Emp Benefits	23,077	3,488	268	26,833	31,885
Professional Services	118,215	17,870	1,375	137,460	98,908
Contract/Grant Services	3,243,483	-	-	3,243,483	3,209,625
Memberships	3,421	517	40	3,978	3,694
Publications	421	64	5	490	291
Advertising/Public Awareness	2,403	363	28	2,794	10,368
Copying	3,625	548	42	4,215	4,704
Office Supplies	10,660	1,611	124	12,395	11,155
Postage	4,555	689	53	5,297	4,994
Printing	5,690	860	66	6,616	5,393
Equipment & Moving	1,041	157	12	1,210	238
Maintenance & Repair	16,238	2,455	189	18,882	27,382
Rent Expense	43	7	1	51	525
Interest	2,487	376	29	2,892	3,363
Parking	9	1	-	10	288
Insurance	7,615	1,151	89	8,855	8,553
Retreats	-	-	-	-	4,417
PMC Stipend	2,752	416	32	3,200	2,700
Staff Development	14,546	2,199	169	16,914	16,068
Travel	59,264	8,959	689	68,912	56,079
Telephone	31,028	4,690	361	36,079	47,899
Utilities	6,458	976	75	7,509	7,306
Miscellaneous	6,932	1,048	79	8,059	9,713
AVAP Miscellaneous Expense	71,240	-	-	71,240	40,706
AVAP Direct Administration	-	-	-	-	3,659
AVAP Member Training/Educatio	3,291	-	-	3,291	-
Direct Training	52,145	-	-	52,145	49,724
Community Education	7,926	-	-	7,926	-
Depreciation Expense	8,689	1,313	101	10,103	12,648
Accounting Fees	9,755	1,475	113	11,343	11,868
Total Expenses	<u>\$ 4,648,433</u>	<u>\$ 192,029</u>	<u>\$ 14,771</u>	<u>\$ 4,855,233</u>	<u>\$ 4,693,189</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
 Statements of Cash Flows
 Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Increase (Decrease) in Net Assets	\$ (3,833)	\$ 68,201
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities		
Change in restricted cash	14,480	(23,402)
Depreciation	10,103	12,648
Loss on disposal of fixed assets	209	662
(Increase) Decrease in Operating Assets:		
Grants Receivable	(118,313)	(41,879)
Prepaid Expenses	(1,132)	600
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	108,262	522
Accrued Expenses	5,894	(10,574)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>15,670</u>	<u>6,778</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Acquisition of Fixed Assets	(3,099)	(4,958)
NET CASH USED BY INVESTING ACTIVITIES	<u>(3,099)</u>	<u>(4,958)</u>
<u>CASH FLOWS FROM FINANCING ACTIVITIES</u>		
Repayment of Long-Term Debt	(5,208)	(4,861)
NET CASH USED BY FINANCING ACTIVITIES	<u>(5,208)</u>	<u>(4,861)</u>
 NET INCREASE (DECREASE) IN UNRESTRICTED CASH	 7,363	 (3,041)
 UNRESTRICTED CASH AT BEGINNING OF YEAR	 <u>310,809</u>	 <u>313,850</u>
UNRESTRICTED CASH AT END OF YEAR	<u>\$ 318,172</u>	<u>\$ 310,809</u>
 <u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</u>		
Cash paid during the year for:		
Interest	<u>\$ 2,892</u>	<u>\$ 3,363</u>
Donated Services	<u>\$ 186,547</u>	<u>\$ 113,579</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2015 and 2014

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The New Hampshire Coalition Against Domestic and Sexual Violence (the Coalition) is a statewide network of 14 independent member programs committed to ending domestic and sexual violence. The Coalition assists its member groups by providing technical assistance and training, support in developing new programs, and by serving as a statewide clearinghouse and coordinating organization. It administers state and federal contracts that provide funding for its member programs.

Vision

All New Hampshire communities provide safety for every person.

Mission

The New Hampshire Coalition Against Domestic and Sexual Violence creates safe and just communities through advocacy, prevention and empowerment of anyone affected by sexual violence, domestic violence and stalking.

This mission is accomplished by the Coalition, which includes 14 independent community-based member programs, a board of directors and a central staff working together to:

- Influence public policy on the local, state and national levels;
- Ensure that quality services are provided to victims;
- Promote the accountability of societal systems and communities for their responses to sexual violence, domestic violence and stalking;
- Prevent violence and abuse before they occur.

The Coalition is an umbrella organization that provides technical and financial support to 14 member agency crisis centers who in turn provide services to survivors of sexual assault, domestic violence, human trafficking, and stalking.

The Coalition supports member agency staff with specialized training and resources, convenes member programs to facilitate shared learning and peer support, and collects and disseminates best practices and current information. Coalition staff participates in numerous statewide boards and commissions to advocate for effective responses to victims.

Coalition staff provides legal education and training to court and law enforcement officials and attorneys, and collaborates with legal assistance organizations that provide lawyers for survivors and their families. Coalition staff work to promote cross-system collaboration with child protective services and child advocacy centers to assure safety for children exposed to or who have experienced domestic and sexual violence, and for their parents.

The Coalition's Public Policy staff work closely with other advocacy groups and legislators on drafting legislation, organizing testimony, and advocating for policy change throughout the session. The Coalition either takes an active role in or tracks close to 150 bills each Legislative Session. These bills address a wide range of issues including domestic and sexual violence; stalking; family law; divorce and child custody/visitation/support; reproductive rights; judicial matters and law enforcement; privacy and personal information; healthcare; and economic justice issues.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2015 and 2014

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Nature of Activities (Continued)

The Coalition develops statewide plans to prevent domestic and sexual violence. Coalition staff is proactive in educating the public on the causes and effects of domestic and sexual violence and stalking and the services available across the state. The Coalition has sponsored research on the prevalence of violence in New Hampshire. Coalition staff provides resources and sources for responsible news media and reporting.

The Coalition also manages several specific programs to assist its member crisis centers and the public. The following are three distinct programs that directly affect survivors of domestic violence, sexual violence and stalking:

AmeriCorps Victim Assistance Program (AVAP)

The AmeriCorps Victim Assistance Program (AVAP) is a multi-agency collaboration housed by the Coalition that ensures direct services are available to victims of domestic and sexual violence and stalking throughout New Hampshire.

Members of the AmeriCorps Victim Assistance Program are placed throughout New Hampshire at crisis centers, police departments, prosecutor offices, the New Hampshire Department of Corrections, and child advocacy centers to offer support and information to victims of domestic and sexual violence and stalking. Providing support and advocacy to victims in district court is a core component of AVAP, extending the services that are available to victims throughout the state.

AVAP is part of AmeriCorps, a national service program that offers opportunities to Americans who are interested in making a substantial commitment to serve their country through national service.

Sexual Assault Nurse Examiner (SANE) Program

The Sexual Assault Nurse Examiner Program, known as SANE, is a joint project of the Coalition and the NH Department of Justice. A Sexual Assault Nurse Examiner is a Registered Nurse who has been specially trained to provide comprehensive care to sexual assault survivors, who demonstrates competency in conducting medical/forensic examinations and who has the ability to be a witness if a sexual assault case goes to trial. Coalition staff are responsible for working with registered SANEs and medical professionals across the state to ensure that sexual assault victims receive consistent and professional care during forensic exams. The NH Department of Justice and the Coalition co-convene the SANE Advisory Board.

The Family Violence Prevention Specialist Program (formerly Domestic Violence Specialist)

Research shows a high correlation (40-60%) between the perpetration of domestic violence and the perpetration of child abuse and neglect (co-occurrence) in the same family. The Family Violence Prevention Specialist Program was built on the principle that abused and neglected children are best served when they can remain in a safe household with a non-violent parent.

The Family Violence Prevention Specialist program began in 1998 as a coordinated effort between the Coalition and the Division for Children, Youth, and Families (DCYF). Family Violence Prevention Specialists (FDVPSs) are employed by local member programs of the Coalition, and are co-located at local District Offices of DCYF. The FDVPSs are a source of assistance and training to child protective service workers (CPSW) while providing advocacy services to victims of domestic violence involved with DCYF. This program results in more effective assistance to victims through the development of interventions that recognize the adult victim's need for support and advocacy in order to improve safety outcomes for children.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2015 and 2014

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Significant Accounting Policies

The financial statements of the Coalition have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Coalition, and the Coalition's conformity with such principles, are described below. These disclosures are an integral part of the Coalition's financial statements.

Financial Statement Presentation

The Coalition is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Coalition is required to present a statement of cash flows. The Coalition additionally maintains a classification of land, building and equipment within its unrestricted net asset statements of activity, which is combined into total unrestricted net assets.

Grants Receivable and Promises to Give

Contributions are recognized when the donor makes a promise to give to the Coalition that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Contributed Services

During the years ended June 30, 2015 and 2014, the value of contributed services relating to printing, community education, direct training and professional fees were \$186,547 and \$113,579, respectively. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

In addition, many individuals volunteer their time and perform a variety of tasks that assist the Coalition, these amounts have not been recognized in the accompanying statement of activities because the criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2015 and 2014

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Allocation of Expenses

The Coalition allocates expenses among program services, management and general, and fundraising based on direct costs and other factors, including space utilization and time.

Property and Equipment

It is the Coalition's policy to capitalize property and equipment over \$500 and all expenditures for repairs, maintenance, renewals and betterments that prolong the useful lives of assets. Lesser amounts are expensed. Purchased property and equipment is capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Coalition reports expiration of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Coalition reclassifies temporarily restricted net assets to unrestricted net assets at that time. Property and equipment are depreciated using the straight-line method. The ranges of useful lives are as follows:

Building and Improvements	39 Years
Equipment	3-7 Years

Depreciation expense recorded by the Coalition for the years ended June 30, 2015 and 2014 was \$12,648 and \$12,648, respectively.

Income Taxes

The Coalition is a not-for-profit corporation under Section 501(c) (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Coalition qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

Cash and Cash Equivalents

For purposes of the Statements of Cash Flows, the Coalition considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of June 30, 2015 and 2014.

Segregation of Accounts

Under Title 1, New Hampshire, The State and Its Government, Chapter 15 Lobbyist Section 15:1-a, the Coalition is required to physically and financially separate state funds from any non-state funds that may be used for the purposes of lobby or attempt to influence legislations, participate in political activity, or contribute funds to any entity engaged in these activities. The Coalition has established and maintains a separate bank account for this purpose. The account balances were \$3,908 and \$3,019 at June 30, 2015 and 2014, respectively.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2015 and 2014

NOTE B – RESTRICTIONS ON NET ASSETS

Temporarily restricted net assets consist of funds received by the Organization, restricted as to use or time. The restrictions are considered to expire when payments are made. As of June 30, 2015 and 2014 respectively, the temporarily restricted net assets are available for the following purpose:

	<u>2015</u>	<u>2014</u>
National Football League	\$ 19,795	\$ -
Verizon No More	5,896	-
Verizon Translation	5,371	6,803
Verizon Training Capacity & Building	-	4,763
Verizon Trauma	5,000	9,236
Women Fund, Trauma	10,204	10,000
Endowment for Health Child Trauma Fund	-	29,944
Total	<u>\$ 46,266</u>	<u>\$ 60,746</u>

NOTE C – LONG-TERM NOTES

As of June 30, 2015 and 2014, long-term debt consists of the following:

	<u>2015</u>	<u>2014</u>
Mortgage Note, Payable to Merrimack County Savings Bank, Interest at 4.99%, with Monthly Payments of \$675 including Principal and Interest, Maturity date is October 8, 2023. Secured by Real Property	\$ 55,125	\$ 60,333
Less Current Portion	<u>5,473</u>	<u>5,206</u>
Total Long Term Debt	<u>\$ 49,652</u>	<u>\$ 55,127</u>

Future scheduled maturities of long-term debt are as follows:

Years ending June 30:

2016	\$ 5,473
2017	5,751
2018	6,046
2019	6,354
2020	6,678
Thereafter	<u>24,823</u>
Total	<u>\$ 55,125</u>

NOTE D – LINE OF CREDIT

The Coalition has a one-year \$150,000 revolving line of credit agreement with Merrimack County Savings Bank. The credit line matures on December 31, 2015 and automatically renews annually. The interest is 0.5% over Wall Street Journal prime rate, which was 3.75% as of June 30, 2015. The line of credit is secured by all business assets. There were no borrowings against the line as of June 30, 2015 and 2014.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2015 and 2014

NOTE E – CONCENTRATION OF CREDIT RISK

The Coalition maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2015 and 2014 the Organization had \$83,747 and \$91,408 uninsured cash balances, respectively.

NOTE F – DESCRIPTION OF LEASING ARRANGEMENTS

The Coalition presently leases office equipment under short-term operating lease agreements.

NOTE G – PENSION PLAN

The Coalition has a 403(b) savings plan for the benefit of its employees. The plan covers substantially all employees after one year of service. During their budgeting process, the Board of Directors determines the amount to be contributed annually. Employer contributions for the years ended June 30, 2015 and 2014 totaled \$4,850 and \$3,889, respectively.

NOTE H - TAX EXEMPT STATUS

The Coalition is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Coalition does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Coalition reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2014, 2013, and 2012 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Coalition is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

NOTE I - SUBSEQUENT EVENT

Management has evaluated subsequent events through October 6, 2015, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE J - FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	Significant Other Observable Inputs <u>(Level 2)</u>
<u>2015</u>		
Grants Receivable	<u>\$940,590</u>	<u>\$940,590</u>
<u>2014</u>		
Grants Receivable	<u>\$822,277</u>	<u>\$822,277</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of grants receivable are estimated at the present value of expected future cash flows.

ROWLEY & ASSOCIATES, P.C.

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MEMBER OF THE PRIVATE
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
New Hampshire Coalition
Against Domestic and Sexual Violence
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization), which comprise the statement of financial position as of June 30, 2015, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 6, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether New Hampshire Coalition Against Domestic and Sexual Violence's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
October 6, 2015

ROWLEY & ASSOCIATES, P.C.

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

Board of Directors
New Hampshire Coalition
Against Domestic and Sexual Violence
Concord, New Hampshire

Report on Compliance for Each Major Federal Award Program

We have audited New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs for the year ended June 30, 2015. New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about New Hampshire Coalition Against Domestic and Sexual Violence's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of New Hampshire Coalition Against Domestic and Sexual Violence's compliance.

Opinion on Each Major Federal Program

In our opinion, New Hampshire Coalition Against Domestic and Sexual Violence complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control over Compliance

Management of New Hampshire Coalition Against Domestic and Sexual Violence is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.



Rowley & Associates, P.C.
Concord, New Hampshire
October 6, 2015

New Hampshire Coalition Against Domestic and Sexual Violence
Schedule of Findings and Question Costs
Year Ended June 30, 2015

SECTION I – SUMMARY OF AUDITOR’S RESULTS

1. The auditor’s report expresses an unqualified opinion on the financial statements of the New Hampshire Coalition Against Domestic and Sexual Violence.
2. No reportable conditions relating to the audit of the financial statements are reported in the Independent Auditor’s Report.
3. No instances of noncompliance material to the financial statements of New Hampshire Coalition Against Domestic and Sexual Violence, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditor’s Report on Compliance With Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133.
5. The auditor’s report on compliance for the major federal award programs for New Hampshire Coalition Against Domestic and Sexual Violence expresses an unqualified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133 are reported in this Schedule.
7. The programs tested as a major programs were:

Family Violence Prevention Service Act	93.671
Victims of Crime Act	16.575
Violence Against Women Act	16.588

8. The threshold for distinguishing Types A and B Programs was: \$300,000.
9. The New Hampshire Coalition Against Domestic and Sexual Violence was determined to be a low-risk auditee.

SECTION II – FINDINGS: FINANCIAL STATEMENT AUDIT

No matters were reported.

SECTION III – FINDINGS AND QUESTIONED COSTS: FEDERAL AWARD PROGRAMS AUDIT

No matters were reported.

New Hampshire Coalition Against Domestic and Sexual Violence
 Schedule of Expenditures of Federal Awards
 For the Year Ended June 30, 2015

Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
<u>U.S. Department of Health and Human Services:</u>			
Direct Program - Family Violence Prevention Services Act	93.591		239,279
Pass-Through Programs from State of NH Department of HHS			
Family Violence Prevention Services Act	93.671	155510 B001	808,558
Sexual Violence Prevention	93.991	102-500731	254,733
Total Pass-Through Programs			1,063,291
TOTAL U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES			1,302,570
<u>U.S. Department of Justice:</u>			
Direct Program - Violence Against Women Act of 2000	16.588		223,133
Pass-Through Programs from State of NH Department of Justice:			
Victims of Crime Act (VOCA)	16.575	20140010	38,936
Victims of Crime Act (VOCA)	16.575	20150010	1,075,217
VOCA, Training	16.575	20140010	12,633
VOCA, Training	16.575	20150010	15,032
VOCA, Addtl Training	16.575	20150010	7,250
VOCA, Technology & Foundation Project	16.575	20140010	6,600
VOCA, Technology & Foundation Project	16.575	20150010	77,597
VAWA, SASP	16.017	2013SASP01	217,267
VAWA, SASP	16.017	2015SASP01	19,982
VAWA, GTEAP	16.590	2015GTEAP02	102,135
VAWA, Sexual Assault Examiner	16.588	2014W091	26,853
VAWA, STOP	16.588	2013W091	52,691
VAWA, DHHS Trainer	16.588	2014W090	33,254
VAWA, Enhancing Sexual Assault Victim Services	16.588	2014W081	33,062
VAWA, Campus SA Training	16.588	2015W091	4,194
Total Pass-Through Programs			1,722,703
TOTAL U.S. DEPARTMENT OF JUSTICE			1,945,836
<u>Corporation for National & Community Services:</u>			
Pass-Through Programs from Volunteer New Hampshire AmeriCorps Vistim Assist Programs	94.006	13AFHNNH0010002	221,527
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 3,469,933

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2015

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of New Hampshire Coalition Against Domestic and Sexual Violence under programs of the federal government for the year ended June 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of New Hampshire Coalition Against Domestic and Sexual Violence, it is not intended to and does not present the financial position, changes in net assets, or cash flows of New Hampshire Coalition Against Domestic and Sexual Violence.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

2. Pass-through entity identifying numbers are presented where available.

NOTE C – SUBRECIPIENTS

The New Hampshire Coalition Against Domestic and Sexual Violence provide federal awards to subrecipients as follows:

<u>Program Title</u>	<u>Federal CFDA #</u>	<u>Amount Provided</u>
Family Violence Prevention Services Act	93.671	\$ 796,514
Sexual Violence Prevention	93.991	206,529
OW Grants to Encourage Arrest Policies	16.590	57,945
Violence Against Women	16.588	66,062
Victims of Crime Act	16.575	1,114,153
Sexual Assault Services Program	16.017	<u>237,248</u>
		<u>\$2,478,451</u>

2016 NHCADSV Board of Directors Committee List

Executive

Peggy O'Neil (Chair)

Linda Magoon (Vice-Chair)

Jo Fonda Newell (Treasurer)
(Clerk)

Finance

Jo Fonda Newell (Chair)

Amy Vorenberg

Linda Magoon

Kathy Keller

Terry Sturke

Governance

Lindsay Whitelaw (Chair)

Deb Mozden

Gail Bakis

Jenn Turco Beaudet

Peggy O'Neil

Suzanne Harvey

Development

(Chair)

Andrea Goldberg

Eulalie Paris

Fran Marshall

Jenn Turco Beaudet

Kathy Keller

Lindsay Whitelaw

Shannon Chandley

Stacey Pawlik

Terry Sturke

Bold indicates Board Member

Lyn M. Schollett

CAREER SYNOPSIS

Seasoned sexual assault coalition General Counsel

- In-depth knowledge of anti-rape movement and direct services of rape crisis centers and domestic violence shelters. Provide technical assistance to ICASA member rape crisis programs on legal issues and statewide rape crisis service standards.
- Familiarity with funding opportunities and challenges facing state coalitions, as well as role of coalition as a pass-through organization.
- Coordinate drafting and filing of amicus briefs on issues including statute of limitations and application of the rape shield law. Assist centers' pro bono counsel to protect the privacy of victims' records.

Experienced public policy advocate

- Drafted and successfully advocated for the passage of more than 50 significant policy changes impacting rape victims in Illinois in the past 16 years. Initiatives include expanding the healthcare and privacy rights of victims with disabilities, implementing a strip club tax to fund rape crisis centers, creating a statutory foundation for the state's first pilot SANE programs and implementing criminal consequences and healthcare standards related to drug-facilitated sexual assault.
- Represented the sexual assault community in drafting portions of the 2013 Violence Against Women Act.

Highly skilled communicator

- Train Sexual Assault Nurse Examiners, prosecutors, law enforcement, and judges on topics including sexual violence, criminal and civil procedure, rape crisis center staff as expert witnesses, confidentiality and health care for victims. Mentor sexual assault coalition attorneys throughout the country.
- Skilled at crafting and delivering media messages and advocating with state agency and elected officials.

Accomplished non-profit manager

- Legal counsel to 32-member ICASA board, which utilizes consensus decision-making.
- Through elected leadership positions on local, regional and national governing bodies for Planned Parenthood, actively pursued the sustainability of a national network of women's health centers. Successfully implemented governance reformulation for national board. Spearheaded membership adoption of national core healthcare services for all Planned Parenthood affiliates in the United States.

Efficient and effective manager

- Adept at managing complex projects including strategically conceptualizing the overall structure for a project, supervising diverse groups of individuals, identifying and assigning tasks, setting deadlines and insuring high quality work product.
- Supervise the Sexual Assault Justice Project, one of the fist sexual-assault specific legal clinics in the country.

EMPLOYMENT

2013-Present	NH Coalition Against Domestic & Sexual Violence Direct and lead a statewide organization that is a national leader in the movement to end violence against women. Effectively supervise staff in their function to provide funding, training, technical assistance, public policy advocacy, community outreach and development, and forums for resource sharing and networking of the NHCADSV in line with its mission, strategic plan and community needs.	Concord, NH
1996 to 2013	Illinois Coalition Against Sexual Assault <u>General Counsel</u> for statewide coalition of 32 sexual assault centers. Advise board on governance and non-profit matters. Provide technical assistance to member programs on wide range of legal	Springfield, IL

issues impacting the provision of rape crisis services. Train and advise representatives of the criminal justice system. Represent coalition to elected officials, statewide stakeholders and media.

2005 to 2006 **Southern Illinois University School of Medicine** Springfield, IL
Adjunct Faculty
 Taught Studies in Medical-Legal Aspects of Obstetrics and Gynecology course to MD/JD joint degree students.

1994 to 1996 and summer of 1992 **Sachnoff & Weaver, Ltd.** Chicago, IL
Associate, Litigation Department
 Drafted motions and trial briefs and presented appellate oral argument in securities fraud case; defended case-dispositive motions; prepared discovery; defended and took depositions; tried commercial leasing case; drafted articles regarding sexual harassment for client advisory newsletter; investigated and resolved potential conflicts of interest for law firm.

1993 to 1994 **The Honorable Harold A. Baker, U.S. District Court, C.D. Ill.** Danville, IL
Law Clerk
 Conducted legal research and drafted bench memoranda in preparation for hearings and trials; drafted legal opinions.

VOLUNTEER LEADERSHIP

2006 - 2012 **Planned Parenthood Federation of America**
Member and Officer, Board of Directors
 Assumed wide range of volunteer leadership roles for national reproductive health care organization, including strategic planning for service provision, reformulating board governance structure, spearheading membership adoption of core service standards for all affiliates, grassroots leadership development and political advocacy related to women's health. Served as vice chair for three years.

2008 - 2012 **Planned Parenthood of Illinois**
Member, Board of Directors

1997-2003 **Planned Parenthood, Springfield Area**
Member, Board of Directors
 Engaged in strategic planning, fundraising and direction for reproductive health clinic. Chaired committee to open new self-sustaining clinic. Served as board chair.

1997 - present **Springfield Bicycle Club**
Volunteer and Board Member. Organize and lead cycling events for riders of all ages and experience levels; advocate for funding and public policies to support safe cycling.

EDUCATION

J.D., 1993 **Northwestern University School of Law** Chicago, IL
 Juris Doctor

B.Ph., 1989 **Miami University** Oxford, OH
 Bachelor of Philosophy in Constitutional Law and Women's Issues

PAMELA ENGLISH

EMPLOYMENT

New Hampshire Coalition Against Domestic and Sexual Violence, Concord, NH

Administrative Director, 2006 - Present

- Continued all duties of Business and Grants Manager, including all Financial Management of the NHCADSV.
- Assist with grant writing.
- Administration management including maintaining insurance coverage for organization and employees and administering employee benefits.
- Management of information technology systems.
- Facilities Manager for building at 4 South State Street, Concord.

Business and Grants Manager, 1995 - 2006

- Maintain all financial records, including payroll and employee benefits.
- Manage state and federal funding programs and provide technical assistance to subcontractors.
- Managed conversion to new computerized Fund Accounting system.
- Hire and manage Bookkeeper and Office Coordinator.
- Act as Facilities Manager for building at 4 South State Street, Concord.

Administrative Assistant, 1993 - 1995

- Assisted two Co-Directors and a trainer with their administrative needs.
- Responsible for coordination and management of office.
- Maintain accurate financial records using full charge computerized bookkeeping system.
- Insured compliance with all state and federal reporting requirements, including 941, state UC, W-2, 1099.

Self Employed Child care provider and Nanny, Concord, NH, 1988 - 1993

Law Offices, Concord, NH, 1985 - 1988

Legal Secretary

- Daniel D. Crean, Esq. and Charles H. Morang, Esq., Municipal and Business Law Practices
- Robert K. Mekeel, Esq. Labor, Criminal, Worker's Comp. and General Law Practice

COMPUTER EXPERIENCE AND SKILLS

- Fund Accounting Software
Spreadsheets
Microsoft Office Word and Excel
Outlook and Outlook Express
- Effective supervisory management
Excellent organizational skills
Detail oriented
Ability to manage multiple, simultaneous deadlines
Working knowledge of federal and state grant compliance requirements
Working knowledge of computer management
Computerized accounting management
Experience and knowledge of New Hampshire employment law

EDUCATION

- **NH Technical Institute, Concord, NH**
Selected Accounting and Management Courses
- **Merritt Davis Business College, Eugene, OR**
Legal Secretarial Degree II

COMMUNITY ACTIVITIES

2002-Present Northwood Elementary School PTA, President for 2003/2005 school years
1990-2002 Dewey/Kimball School PTA
1983-1984 President, Merrimack County Legal Secretaries Association

REFERENCES

Available upon request.

Joan Madore

Experience

2001 - Present NH Coalition Against Domestic & Sexual Violence Concord, NH

Bookkeeper

- Fund accounting
- Payroll
- Federal and State tax preparation
- Accounts payable
- Accounts receivable
- Budget reports
- Grant expenditures requests
- Compile statistics
- Bank reconciliation
- Funding formula support

1984 - 1995 Fairview Nursing Home, Inc. Hudson, NH

Bookkeeper

- Weekly payroll
- Bank reconciliation
- Accounts payable
- Workman Compensation
- Health Insurance
- Telephone coverage
- Copying
- Distributing daily mail

1981 - 1984 Slawsby Insurance Company Nashua, NH

Bookkeeper

- Accounts payable
- Accounts receivable
- Data entry

Education 1979 - 1981 New Hampshire Technical College Berlin, NH
Associates in Secretarial Science

Interests Aerobics, weight training, camping

Volunteer Volunteer at the elementary school.

KARIN E. ASHTON

EXPERIENCE

New Hampshire Coalition Against Domestic and Sexual Violence - Concord, NH Community Relations Coordinator, 2012 - Present

Coordinate and provide administrative support for the Community Relations efforts of the NHCADSV and its member programs. This includes communications, electronic media, and event coordination.

- Media Monitoring and Outreach
- Communications to constituents
- Website and Social Media Outreach
- Outreach and awareness materials
- Special event coordination

Office Coordinator, 2005 - 2012

Provide administrative support across multiple departments at statewide nonprofit organization and ensure the effective operation of office systems.

- Assist Community Relations Director with fundraising efforts, donation processing, reports and special events
- Maintain donor and outreach database
- Coordinate logistics and create flyers and communications for conferences and special projects
- Respond to questions and requests from the public and community partners. Provide referrals, support and educational materials
- Served as Production Editor and contributing writer for a monthly and quarterly newsletters for crisis center advocates, child protective services workers and NHCADSV staff and board of directors
- Maintain outreach materials and resource library for member agencies and the public
- Assist with facility management, grants processing, human resources and information technology
- Recruit and oversee college interns and community volunteers

Concord Feminist Health Center – Concord, NH Administrator, 2003-2005

Served as key member on administration team at nonprofit women's reproductive health care organization

- Hired staff, maintained personnel records and provided training and supervision
- Responsible for compliance with state licensing and federal regulations
- Managed facility, security and equipment maintenance
- Planned all staff and physicians' work schedules
- Performed accounts payable and purchasing

Clinic Coordinator, 2002-2003

Ensured the streamlined operation of front office of medical facility

- Assisted with training and supervision of administrative staff and medical assistants
- Coordinated patient and practitioner scheduling
- Designed and wrote educational brochures
- Provided client care, support and education

Healthcare Worker, 2001

Provided client care, counseling and education to patients

Millennium Pharmaceuticals - Cambridge, Massachusetts Executive Assistant, 1998-2008

Provided administrative support to Chief Financial Officer of a biotechnology company

- Coordinated schedules, travel, meetings and communications for CFO.

- Attended Communications Department meetings with CFO and supported PR efforts through production assistance, proofreading and dissemination of annual reports and financial information
- Interacted with media and investors, while maintaining a high level of confidentiality
- Served on Recreation Committee and planned staff parties

Children's Hospital, Boston, Massachusetts

Development and Public Relations Administrative Assistant, 1997

Provided administrative support to Development and Community Relations Departments

Merrimack County Rape and Domestic Violence Crisis Center - Concord, NH

Direct Service Advocate / Volunteer Coordinator, 1995-1997

- Provided victim advocacy to women and children in courts, shelter and hospitals throughout Merrimack County
- Managed monthly schedule for over 30 volunteers for a 24 hour crisis phone-line
- Assisted with volunteer training and supervision

EDUCATION

New England College – Henniker, NH

- B.A., Sociology, Summa Cum Laude, 1994

SKILLS AND QUALIFICATIONS

- Strong organization, communication and computer skills
- Microsoft Office Applications, Constant Contact, Giftworks, desktop publishing design, website and social media experience

VOLUNTEER EXPERIENCE

2008-2009	Second Start, Concord, NH ESL Tutor
1999-2000	RESPOND, Somerville, MA, Domestic Violence Child Advocate

REFERENCES AND WRITING SAMPLES AVAILABLE UPON REQUEST

Christine E. Bradbury

Experience

2012-Present *NH Coalition Against Domestic & Sexual Violence* *Concord, NH*

Office Coordinator

- Provide coordination of office operations including receptionist duties and administrative support to Coalition staff by maintaining calendars, planning/coordinating meetings, events, and trainings, Federal Grant writing, editing and data entry.
- Liaison to the fourteen crisis centers located throughout New Hampshire, including Executive Directors, staff, and the public.
- Maintain the library and crisis center resources/pamphlets.
- Assist Community Relations team with fundraisers and events.
- Assist Executive Director with Board committee work.
- Recruit and oversee interns and volunteers.

2010 - 2012 *Hesser College* *Manchester, NH*

Administrative Assistant, The Office of Academic Affairs

- Assisted the Vice President for Academic Affairs, Dean of Faculty, and Academic Dean with day-to-day tasks and special projects
- Responsible for all academic administrative functions for the five campus locations, including on-boarding new faculty, maintaining databases and spreadsheets, and entering classes in CampusVue course scheduling software
- Typed minutes for the Academic Affairs Managers, All Faculty, and Academic Quality Committee meetings
- Collected, tracked and stored all syllabi every eight weeks, along with all learning contracts
- Handled all aspects of academic appeals (grade and dismissal), all cases of academic dishonesty
- Answered the Academic Affairs phone line, and assisted students and faculty as they entered office
- Supported the Director of Accreditation and Compliance with monthly internal audits and the recent NEASC self-study report (The college received a ten year accreditation)
- Aided Institutional Researcher with collection and maintenance of student end of term surveys

2009-2010 *NH Coalition Against Domestic & Sexual Violence* *Concord, NH*

Office Coordinator

- Provided coordination of office operations including receptionist duties and administrative support to Coalition staff by maintaining calendars, planning/coordinating meetings, events, and trainings, Federal Grant writing, editing and data entry
- Liaison to the fourteen crisis centers located throughout New Hampshire, including Executive Directors, staff, and the public
- Maintained the library and crisis center resources/pamphlets.
- Assisted Community Relations Coordinator with fundraisers and events.
- Recruited and oversaw interns and volunteers.

2007-2009

Bigelow & Co., CPA, PC

Manchester, NH

Administrative Assistant

- Managed the President's calendar, completed projects for the President and Partner, along with other executive assistant responsibilities
- Maintained and helped facilitate all office functions through strong multi-tasking and time management; including answering phone, all computer databases/programs, processing mail, filing, stocking, and purchasing materials
- Interacted with and helped build relations with clients and vendors by being first line of communication within the company
- Processed over five hundred corporate and nine hundred individual tax returns annually, requiring eighteen + hours a week in overtime during tax season

Education

2001-2005

University of New Hampshire

Durham, NH

Bachelor of Arts in Sociology, Minor in Psychology; Deans List, Cum Laude

Amanda Grady Sexton

Professional Competencies Experienced government affairs specialist with more than a decade of achievements working with local, state and federal governmental entities. Results-focused with a proven ability to engage internal and external stakeholders. Areas of strength and knowledge include:

- Public Policy and Advocacy
- Media Relations
- Organizational Management
- Fundraising
- Written and Oral Communications
- Grassroots Organizing

Work History

2006 - Present

Public Policy Director/Lobbyist, New Hampshire Coalition Against Domestic and Sexual Violence, Concord, NH

- Serve as the liaison between the Coalition and all branches of Government.
- Develop and implement the Coalition's local, state and federal legislative agenda.
- Serve as the spokesperson for the Coalition on legislative and policy issues.
- Coordinate with policymakers and stakeholders to advance the legislative agenda of the Coalition.
- Organize and present testimony before municipal, state and federal legislative bodies.
- Participate in committee, commission and task force work.
- Provide technical assistance to Coalition member programs on public policy and legislative issues.
- Promote government funding to support direct services of member programs.
- Identify and apply for funding for legislative and public policy initiatives.
- Provide technical assistance to member programs on public relations, communications and media advocacy.
- Train member programs and stakeholders on the legislative process and changes to statutes and case law.
- Serve on the Coalition's Leadership Team that assists the Executive Director with overseeing the daily operations of the organization.
- Supervise the Public Policy Specialist and public policy interns.

2002 - 2006

Public Policy Specialist/Lobbyist, New Hampshire Coalition Against Domestic and Sexual Violence, Concord, NH

- Monitored and responded to activities and regulations that affect victims of domestic and sexual violence, child abuse and stalking.
- Responded to public inquiries for public policy and legislative information.
- Maintained connections with and represented the Coalition on public policy groups with a focus on family law, housing and economic justice issues.
- Collaborated with state and social service agencies, law enforcement, media, and community members to garner support for legislative efforts.

**Professional
Membership**

- Prepared and distributed regular legislative updates and reports.
- **City Councilor, Concord, NH**
January 2010 – Present
- **Chair of Concord NH's Public Safety Advisory Board**
January 2012 – Present
- **Member of Concord NH's Community Development Advisory Board**
January 2010 – Present
- **Member of Concord NH's Parks and Recreation Committee**
January 2010 – Present
- **Member of Concord NH's Ethics Committee**
January 2010 – Present
- **Member of Concord NH's City Manager Review Committee**
January 2010 – Present
- **Member of the Governor's Interagency Council on Homelessness, Appointed by Governor Lynch**
September 2010 – Present
- **Chair of the New Hampshire Coalition Against Domestic and Sexual Violence's Legislative Committee**
August 2006 – Present
- **Mentor with the NH Circle Program**
August 2007 – August 2008
- **Advisory Committee of the NH Women's Lobby**
January 2006 – January 2008
- **Board of Directors of Dress for Success NH**
May 2007 – April 2009
- **Advisory Committee of the AmeriCorps Victim Assistance Committee**
September 2003 – Present
- **Member of New Hampshire Task Force on Family Law, Appointed by Governor Craig Benson**
August 2002 – November 2004
- **Member of the New Hampshire Governor's Commission on Domestic and Sexual Violence**
August 2002 – Present

**Professional
Accomplishments**

- Drafted and advocated for the passage of a bill that extended the NH civil statute of limitations in childhood sexual assault cases. (SB 311, Chapter 193, Laws of 2008).
- Drafted and advocated for the passage of a bill that created a law to criminalize the act of human trafficking. (HB 474, Laws of 2009, Chapter 211)
- Drafted and advocated for the passage of an omnibus bill that revised NH's sexual assault and Sex Offender Registry laws to bring NH into substantial compliance with the Federal Adam Walsh Child Protection and Safety Act. (HB 1640, Laws of 2008, Chapter 334)
- Drafted and advocated for the passage of a bill to allow the Department of Safety to take DNA from all convicted felons. (HB 523, Laws of 2010, Chapter 208)
- Drafted and advocated for the passage of a bill that created protections for victims within housing laws. (SB 431, Laws of 2010, Chapter 285)
- Drafted and advocated for the passage of a bill that designated the act of

strangulation as a felony level offense. (HB 1634, Laws of 2010, Chapter 8)

- Drafted and advocated for the passage of HB 640-FN, a bill that created NH's Parent Rights and Responsibilities Act. (HB 640-FN, Laws of 2005, Chapter 273).
- Drafted and advocated for the passage of a bill that supports "protective parents" when making good faith allegations of child abuse/neglect. (HB 1156, Laws of 2010, Chapter 273).
- Advocated for and secured over 1 million dollars in governmental funding for the New Hampshire Coalition Against Domestic and Sexual Violence's member program.
- Recipient of the Union Leader's "40 Under Forty Award".
- Recipient of the Governor's Commission on Domestic and Sexual Violence's "William B. Paine II" Award".

Education

B.A. , Women's Studies, Simmons College
Boston, Massachusetts
Honors Program
Dean's List of Scholars

M.A., Public Policy: New England College
Henniker, New Hampshire
Earned 12 credits toward M.P.P

Jessica E. Eskeland

Objective: A challenging opportunity that will best utilize acquired skills, education and experience in a legislative support role oriented toward continued responsibility and professional growth.

Summary of

Qualifications: Includes a Bachelors Degree in Communications, coupled to a background in legislative administration, writing and editing capacities, involving:

Experience within a governmental/political organization. (State Senate) encompassing skills and responsibilities for building and maintaining relationships with state senators and representatives, leading Senate journal creation, including research and data gathering, writing, compilation, editing and eventual publishing, in addition to providing administrative support, documentation control and clerical services.

In-depth academic studies in Communications, including specific course-work in: Communications I & II, Interpersonal Communications, Critical Thinking, Creative Writing, Principles of Marketing, Strategic Management, Effecting Positive Organizational Change, etc.

Hands-on practicum experience within an internship program, involving research, writing, editing and producing human interest-based TV magazine segments.

Familiarity with Windows^{95,98,XP,Vista,7}, MS-Word, Excel, PowerPoint, Outlook, Apple/MAC and a variety of industry specific data management packages.

Clerical skills in typing, (100 wpm) filing, research and reception, as well as experience with multi-line phone systems and all standard business office equipment.

A comprehensive background in retail operations, including cash management, direct floor sales, merchandising and visual display designs and set-up, in addition to loss prevention and shrink control.

A philosophy of providing quality, conscientious customer service aimed at fostering continued customer satisfaction, confidence and brand loyalty.

As a team player, providing substantial input into problem solving and quality assurance initiatives.

Additional Skills Experience:

Effective organizational, interpersonal and communications skills; writing press releases; light language skills in French; experience as an early childhood education teacher; experience with writing and editing for a school newspaper; providing new-hire orientation and training in company policies, procedures and systems; logistical functions: inventory control and product/supplies ordering.

Employment History:

NEW HAMPSHIRE COALITION AGAINST DOMESTIC & SEXUAL VIOLENCE Concord, NH	2013- Present Public Policy Coordinator
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STATE OF NEW HAMPSHIRE - STATE SENATE, Concord, NH	2008 - 2013
2010 - 2013	Senate Journal Clerk
2008 - 2010	Senate Secretary

THE EARLY ENRICHMENT CENTER Concord, NH	2003 - 2008 Teacher
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MARSHALLS Concord, NH	2001 - 2003 Retail Associate
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Education: GRANITE STATE COLLEGE Concord, NH	2011 Bachelor of Arts - Communications
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Practicum: WMUR - CHANNEL 9 - CHRONICLE, Manchester, NH NH TECHNICAL INSTITUTE, Concord, NH	Communications Intern - Segment Producer Associates Degree - Liberal Arts
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Certifications: RED CROSS: CPR, FIRST-AID, AED

References: Excellent professional and personal references are available and will be furnished upon request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: New Hampshire Coalition Against Domestic and Sexual Violence

Name of Program: Statewide Domestic Violence Prevention Program

BUDGET PERIOD: SFY 16				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Lyn Schollett	Executive Director	\$83,401	3.60%	\$3,000.00
Pamela English	Administrative Director	\$65,770	9.12%	\$6,000.00
Joan Madore	Bookkeeper/Data Coord.	\$44,526	5.84%	\$2,600.00
Karin Ashton	Community Relations Coord.	\$20,911	31.08%	\$6,500.00
Christine Bradbury	Office Coordinator	\$38,078	6.73%	\$2,562.00
Amanda Grady Sexton	Public Policy Director	\$65,770	8.75%	\$5,752.00
Jessica Eskeland	Public Policy Coordinator	\$42,054	7.13%	\$3,000.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$29,414.00

BUDGET PERIOD: SFY 17				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Pamela English	Administrative Director	\$70,762	4.97%	\$3,516.00
Joan Madore	Bookkeeper/Data Coord.	\$45,869	15.00%	\$6,880.00
Karin Ashton	Community Relations Coord.	\$21,541	22.00%	\$4,739.00
Christine Bradbury	Office Coordinator	\$39,219	15.00%	\$5,883.00
Amanda Grady Sexton	Public Policy Director	\$70,762	5.61%	\$3,970.00
Jessica Eskeland	Public Policy Coordinator	\$43,310	7.00%	\$3,032.00
				\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$28,020.00

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YV H



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
 DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas
 Commissioner

Lorraine Bartlett
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4451 1-800-852-3345 Ext. 4451
 FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 27, 2015

G&C Approved

Date

5/6/15

Item #

14

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to exercise a renewal option in the contract with the New Hampshire Coalition Against Domestic and Sexual Violence (Vendor # 15510-B001), 4 South State Street, Concord, New Hampshire 03301, for the provision of a statewide domestic violence prevention program, by increasing the price limitation by \$1,029,546 from \$2,039,546 to an amount not to exceed \$3,069,092 and by amending the end date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or date of Governor and Executive Council approval, whichever is later. The Governor and Council approved the original agreement on May 25, 2011 (Item # 72) and subsequent agreements on May 15, 2013 (Item # 41) and June 4, 2014 (Item # 54). 58.28%, Other (Marriage License Fees), 29.14% Federal Funds and 12.58% General Funds.

Funds to support this request are available in the following account for State Fiscal Year 2015, and are anticipated to be available in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further Governor and Executive Council approval, if needed and justified.

05-95-42-421010-29590000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, DOMESTIC VIOLENCE PROGRAMS

State Fiscal Year	Class/ Object	Title	Activity Code	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2012	073-500581	Grants to Non-Profits - State	40130218	\$505,000	\$0	\$505,000
2013	073-500581	Grants to Non-Profits - State	40130218	\$505,000	\$0	\$505,000
2014	073-500581	Grants to Non-Profits - State	42105904	\$514,773	\$0	\$514,773
2015	073-500581	Grants to Non-Profits - State	42105904	\$514,773	\$0	\$514,773
2016	073-500581	Grants to Non-Profits - State	42105904	0	\$514,773	\$514,773
2017	073-500581	Grants to Non-Profits - State	42105904	0	\$514,773	\$514,773
Total:				\$2,039,546	\$1,029,546	\$3,069,092

EXPLANATION

The purpose of this third amendment is to exercise, the last two (2) year, renewal option in the original contract for the continuation of the domestic violence prevention program. The New Hampshire Coalition Against Domestic and Sexual Violence is the only program in the State of New Hampshire working with victims of domestic and sexual violence and continues to be uniquely qualified to provide these services. As such the Coalition is designated by the Department as the coordinator to administer the domestic violence grant program as specified in NH RSA 173-B: 18.

Chapter 223 of the Laws of 1981 (NH RSA 173-B: 16) mandates a Domestic Violence Program. A special receipt account funded by an assessment against marriage licenses issued was established as the source of funds to support this service. These funds provide grant money to New Hampshire programs that provide aid and assistance to victims of domestic and sexual violence.

Domestic violence grant funds are disbursed by the New Hampshire Coalition against Domestic and Sexual Violence to twelve local organizations around the State and are used to fund such services as 24-hour crisis telephone lines, emergency transportation, shelters, community outreach, and education and support services to thousands of victims of sexual and domestic violence each year. To ensure that potential providers have competitive access to deliver these services at the local level, the New Hampshire Coalition against Domestic and Sexual Violence solicits proposals from local agencies and awards sub-contracts to perform these services throughout the state.

The New Hampshire Coalition against Domestic and Sexual Violence has successfully carried out the mandates set forth in RSA 173-B: 18 for the past several years. Their work has included: delivering multiple training programs multiple times throughout each year; holding a variety of outreach/awareness events; ensuring that 100% of NH's communities have access to a local domestic violence agency; consistent provision of a 24-hour crisis telephone service; and ensuring that victims have access to emergency shelter at all times. In addition, hundreds of people receive emergency transportation and thousands are provided legal and social services advocacy. Other services include operating domestic violence support groups, and publishing and distributing fact sheets, brochures, stickers, ribbons, etc. to promote awareness of domestic violence issues.

The original contract and Governor and Executive Council letter included a provision for services for two years with renewal language for up to four additional years. This request exercises the last two years of the extension option.

Should Governor and Executive Council not approve this request, the New Hampshire Coalition against Domestic and Sexual Violence's ability to provide required domestic violence prevention may be greatly diminished.

Geographic area served: Statewide

Source of funds: The special fund for domestic violence programs established by RSA 173-B:
15. 58.28% Other (Marriage and License Fees), 29.14% Federal Funds and 12.58% General Funds.

If the federal or other funds become no longer available, general funds will not be requested to support the program expenditures.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Statewide Domestic Violence Prevention Contract**

This third Amendment to the Statewide Domestic Violence Prevention Program contract (hereinafter referred to as "Amendment 3") dated this 10th day of February 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Coalition Against Domestic and Sexual Violence (hereinafter referred to as "the Contractor"), a non-profit company, with a place of business at 4 South State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 25, 2011 (Item #17), amended by agreement (Amendment #1) approved May 15, 2013 (Item #41), and amended by agreement (Amendment #2) approved on June 4, 2014 (Item #54), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Section 1, the State may renew the contract for up to four (4) additional years by written agreement of the parties and Governor and Executive Council approval;

WHEREAS, the parties have agreed to increase the price limitation and extend the contract for two (2) additional years;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:
June 30, 2017
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$3,069,092
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, to read:
(603) 271-9558
5. Exhibit A, Scope of Services, CONTRACT PERIOD, to read:
July 1, 2011 to June 30, 2017
6. Exhibit A, Scope of Services, Executive Director, to read:
Lyn M. Schollett
7. Exhibit A, Scope of Services, Special Provisions, paragraph 3.1 to read:
The Contractor shall submit statistical, financial and program reports as requested by the Division for Children, Youth and Families, including but not limited to:



A report, no later than August 30th, of each year.

8. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 1, to read:
Subject to the availability of funds, and in consideration for the Contractor's satisfactory compliance with the terms and conditions of this agreement, and for services provided to eligible individuals, the Division for Children, Youth and Families (DCYF), shall reimburse the Contractor in the amount not to exceed Form P37, block 1.8, Price Limitation.
9. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 2.4, to read:
Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-2 and Exhibit B-3, Amendment #3 Budget. Any adjustment in a line item in excess of 10% shall require the prior written approval of the Division for Children, Youth and Families.
10. Add Exhibit B-3, Amendment #3 – Budget.
11. Delete Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
12. Standard Exhibit C-1, Additional Special Provisions, Paragraph 2 to read:
Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000 per occurrence; and
13. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, to read:
From 7/1/2011 to 6/30/2017
14. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read:
July 1, 2011 through June 30, 2017
15. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

New Hampshire Department of Health and Human Services
Statewide Domestic Violence Prevention



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/7/15
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

New Hampshire Coalition Against Domestic and Sexual
Violence

3/25/15
Date

Lyn M. Schmitt
Name Lyn M. Schmitt
Title Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on March 25, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Pamela English
Name and Title of Notary or Justice of the Peace

Pamela English
Notary Public

New Hampshire Department of Health and Human Services
Statewide Domestic Violence Prevention



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/20/15

Name: Megan A. Young
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

New Hampshire Department of Health and Human Services

Bidder/Program Name: NHCADSV - Prevention

Budget Request for: State Fiscal Year 2015

(Name of RFP)

Budget Period: 7/1/14 to 6/30/15

Line Item	Direct Incremental	Indirect Fixed	Total State Costs	Bidder Match	Total Costs	Allocation Method for Indirect/Fixed Costs
1. Total Salary/Wages	\$ 32,314	\$ -	\$ 32,314	\$ -	\$ 32,314	
2. Employee Benefits	\$ 8,145	\$ -	\$ 8,145	\$ -	\$ 8,145	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 1,125	\$ -	\$ 1,125	\$ -	\$ 1,125	
Purchase/Depreciation	\$ 750	\$ -	\$ 750	\$ -	\$ 750	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 668	\$ -	\$ 668	\$ -	\$ 668	
6. Travel	\$ 207	\$ -	\$ 207	\$ -	\$ 207	
7. Occupancy	\$ 991	\$ -	\$ 991	\$ -	\$ 991	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 633	\$ -	\$ 633	\$ -	\$ 633	
Postage	\$ 300	\$ -	\$ 300	\$ -	\$ 300	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal and Accounting	\$ 703	\$ -	\$ 703	\$ -	\$ 703	
Insurance	\$ 738	\$ -	\$ 738	\$ -	\$ 738	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 300	\$ -	\$ 300	\$ -	\$ 300	
11. Staff Education and Training	\$ 200	\$ -	\$ 200	\$ -	\$ 200	
12. Subcontracts/Agreements	\$ 487,659	\$ -	\$ 487,659	\$ -	\$ 487,659	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 534,733	\$ -	\$ 534,733	\$ -	\$ 534,733	

Indirect As A Percent of Direct 0

Contractor Initials WMS

Date 3/25/15

New Hampshire Department of Health and Human Services						
Bidder/Program Name: NHCADSV						
Budget Request for: State Fiscal Year 2016						
(Name of RFP)						
Budget Period: 7/1/15 to 6/30/16						
Line Item	Direct Incremental	Indirect Fixed	Total State Costs	Bidder Match	Total Costs	Allocation Method for Indirect/Fixed Costs
1. Total Salary/Wages	\$ 29,414	\$	\$ 29,414	\$	\$ 29,414	
2. Employee Benefits	\$ 7,896	\$	\$ 7,896	\$	\$ 7,896	
3. Consultants	\$	\$	\$ -	\$	\$ -	
4. Equipment:	\$	\$	\$ -	\$	\$ -	
Rental	\$	\$	\$ -	\$	\$ -	
Repair and Maintenance	\$ 1,125	\$	\$ 1,125	\$	\$ 1,125	
Purchase/Depreciation	\$ 750	\$	\$ 750	\$	\$ 750	
5. Supplies:	\$	\$	\$ -	\$	\$ -	
Educational	\$	\$	\$ -	\$	\$ -	
Office	\$ 668	\$	\$ 668	\$	\$ 668	
6. Travel	\$ 207	\$	\$ 207	\$	\$ 207	
7. Occupancy	\$ 991	\$	\$ 991	\$	\$ 991	
8. Current Expenses	\$	\$	\$ -	\$	\$ -	
Telephone	\$ 633	\$	\$ 633	\$	\$ 633	
Postage	\$ 300	\$	\$ 300	\$	\$ 300	
Subscriptions	\$ -	\$	\$ -	\$	\$ -	
Audit and Legal and Accounting	\$ 703	\$	\$ 703	\$	\$ 703	
Insurance	\$ 738	\$	\$ 738	\$	\$ 738	
Board Expenses	\$	\$	\$ -	\$	\$ -	
9. Software	\$	\$	\$ -	\$	\$ -	
10. Marketing/Communications	\$ 300	\$	\$ 300	\$	\$ 300	
11. Staff Education and Training	\$ 200	\$	\$ 200	\$	\$ 200	
12. Subcontracts/Agreements	\$ 470,808	\$	\$ 470,808	\$	\$ 470,808	
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	
TOTAL	\$ 514,733	\$ -	\$ 514,733	\$ -	\$ 514,733	

Indirect As A Percent of Direct

0

Contractor Initials LMS
Date 3/28/15

New Hampshire Department of Health and Human Services

Bidder/Program Name: NHCADSV - Prevention

Budget Request for: State Fiscal Year 2017

(Name of RFP)

Budget Period: 7/1/16 to 6/30/17

Line Item	Direct Incremental	Indirect Fixed	Total State Costs	Bidder Match	Total Costs	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 29,414	\$	\$ 29,414	\$	\$ 29,414	
2. Employee Benefits	\$ 7,896	\$	\$ 7,896	\$	\$ 7,896	
3. Consultants	\$	\$	\$ -	\$	\$ -	
4. Equipment:	\$	\$	\$ -	\$	\$ -	
Rental	\$	\$	\$ -	\$	\$ -	
Repair and Maintenance	\$ 1,125	\$	\$ 1,125	\$	\$ 1,125	
Purchase/Depreciation	\$ 750	\$	\$ 750	\$	\$ 750	
5. Supplies:	\$	\$	\$ -	\$	\$ -	
Educational	\$	\$	\$ -	\$	\$ -	
Office	\$ 668	\$	\$ 668	\$	\$ 668	
6. Travel	\$ 207	\$	\$ 207	\$	\$ 207	
7. Occupancy	\$ 991	\$	\$ 991	\$	\$ 991	
8. Current Expenses	\$	\$	\$ -	\$	\$ -	
Telephone	\$ 633	\$	\$ 633	\$	\$ 633	
Postage	\$ 300	\$	\$ 300	\$	\$ 300	
Subscriptions	\$ -	\$	\$ -	\$	\$ -	
Audit and Legal and Accounting	\$ 703	\$	\$ 703	\$	\$ 703	
Insurance	\$ 738	\$	\$ 738	\$	\$ 738	
Board Expenses	\$	\$	\$ -	\$	\$ -	
9. Software	\$	\$	\$ -	\$	\$ -	
10. Marketing/Communications	\$ 300	\$	\$ 300	\$	\$ 300	
11. Staff Education and Training	\$ 200	\$	\$ 200	\$	\$ 200	
12. Subcontracts/Agreements	\$ 470,808	\$	\$ 470,808	\$	\$ 470,808	
13. Other (specific details mandatory):	\$	\$	\$	\$	\$	
TOTAL	\$ 514,733	\$ -	\$ 514,733	\$ -	\$ 514,733	

Indirect As A Percent of Direct 0

Contractor Initials LMS
Date 3/25/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit C

Contractor Initials LMS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit C



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

3-25-15
Date

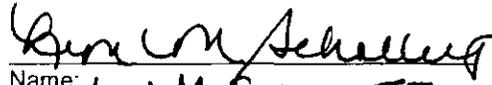

Name: LYN M. SCHOLLETT
Title: Executive Director

Exhibit C

Contractor Initials LMS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 3/25/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials LMS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 3/25/15

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

3-25-15
Date

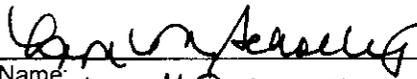

Name: LYN M. SELLENGETT
Title: Executive Director

Exhibit G

Contractor Initials LMS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 3/25/15

5/20



Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964

G&C Approved

MJT
54

Date 6/4/14
April 23, 2014 Item # 54

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

SOLE SOURCE

REQUESTED ACTION

100% General funds

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing **sole source** agreement with the New Hampshire Coalition Against Domestic and Sexual Violence (Vendor # 155510-B001), 4 South State Street, Concord, New Hampshire 03301, by increasing the price limitation by \$40,000.00 from \$1,999,546.00 to \$2,039,546.00 for the provision of a statewide domestic violence prevention program effective upon Governor and Council approval through June 30, 2015. Governor and Council approved the original agreement on May 25, 2011 (Item # 72) and an amendment on May 15, 2013 (Item # 41).

Funds are available in the following accounts in State Fiscal Years 2014 and 2015 with the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

05-95-42-421010-29590000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, DOMESTIC VIOLENCE PROGRAMS

<u>Class/</u> <u>Object</u>	<u>Title</u>	<u>Activity</u> <u>Code</u>	<u>State</u> <u>Fiscal</u> <u>Year</u>	<u>Current</u> <u>Modified</u> <u>Budget</u>	<u>Increase/</u> <u>Decrease</u>	<u>Revised</u> <u>Modified</u> <u>Budget</u>
073-500581	Grants to Non-Profits - State	40130218	2012	\$505,000.00	\$0	\$505,000.00
073-500581	Grants to Non-Profits - State	40130218	2013	\$505,000.00	\$0	\$505,000.00
073-500581	Grants to Non-Profits - State	42105904	2014	\$494,773.00	\$20,00.00	\$514,773.00
073-500581	Grants to Non-Profits - State	42105904	2015	\$494,773.00	\$20,00.00	\$514,773.00
			Total:	\$1,999,546.00	\$40,00.00	\$2,039,546.00

EXPLANATION

This second amendment to this **sole source** agreement seeks to increase the price limitation from that already approved effective July 1, 2013, in the State of New Hampshire's Fiscal Year 2014 and 2015 Operating Budgets. This increase is the result of additional General Funds being appropriated to Domestic Violence Prevention by the General Court after Amendment one to this Contract had already been approved by the Governor and Executive Council on May 15, 2013 (Item #41).

The New Hampshire Coalition Against Domestic and Sexual Violence is the only program in the State of New Hampshire working with victims of domestic and sexual violence and continues to be

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

April 24, 2014

Page 2

uniquely qualified to provide these services. As such the Coalition is designated by the Department as the coordinator to administer the domestic violence grant program as specified in NH RSA 173-B:18. This request seeks approval to increase the price limitation per the appropriated amount approved, effective on July 1, 2013, in the State's Fiscal Year 2014 and 2015 Operating Budgets under the heading "Estimated Source of Funds for Domestic Violence Programs" (page 502).

Chapter 223 of the Laws of 1981 (NH RSA 173-B: 16) mandates a Domestic Violence Program. A special receipt account funded by an assessment against marriage licenses issued was established as the source of funds to support this service. These funds provide grant money to New Hampshire programs that provide aid and assistance to victims of domestic and sexual violence. The assessment is proposed to be thirty-eight dollars per marriage license in SFY14-15.

Domestic violence grant funds are disbursed by the New Hampshire Coalition against Domestic and Sexual Violence to twelve local organizations around the State and are used to fund such services as 24-hour crisis telephone lines, emergency transportation, shelters, community outreach, and education and support services to thousands of victims of sexual and domestic violence each year. To ensure that potential providers have competitive access to deliver these services at the local level, the New Hampshire Coalition against Domestic and Sexual Violence solicits proposals from local agencies and awards sub-contracts to perform these services throughout the state.

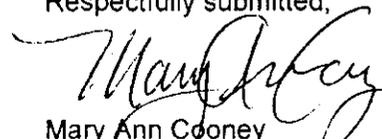
The New Hampshire Coalition against Domestic and Sexual Violence has successfully carried out the mandates set forth in RSA 173-B:18 for the past several years. Their work has included: delivering multiple training programs multiple times throughout each year; holding a variety of outreach/awareness events; ensuring that 100% of NH's communities have access to a local domestic violence agency; consistent provision of a 24-hour crisis telephone service; and ensuring that victims have access to emergency shelter at all times. In addition, hundreds of people receive emergency transportation and thousands are provided legal and social services advocacy. Other services include operating domestic violence support groups, and publishing and distributing fact sheets, brochures, stickers, ribbons, etc. to promote awareness of domestic violence issues.

Should Governor and Executive Council not approve this request, the New Hampshire Coalition against Domestic and Sexual Violence's ability to provide required domestic violence prevention may be greatly diminished.

Geographic area served: Statewide

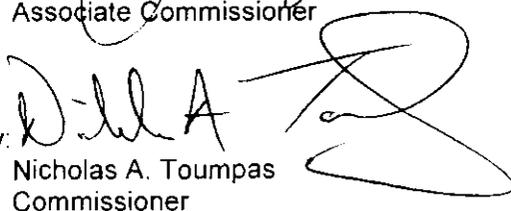
Source of funds: The special fund for domestic violence programs established by RSA 173-B:15. 58.72% Other (Marriage License Fees), 29.14% Federal Funds, 12.14% General Funds. This amendment is 100% general funds.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

New Hampshire DHHS- Amendment #2 to Statewide Domestic Violence Prevention Contract



**State of New Hampshire
Department of Health and Human Services
Amendment # 2 to the Statewide Domestic Violence Prevention Contract**

This 2nd Amendment to the Statewide Domestic Violence Prevention Program contract (hereinafter referred to as "Amendment #2") dated this 14th day of January 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Coalition Against Domestic and Sexual Violence (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 4 South State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 25, 2011 (Item #17), and amended by agreement (Amendment 1) approved May 15, 2013 (Item # 41) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, additional General Funds were allocated to Domestic Violence Prevention by the General Court after Amendment #1 had been approved by the Governor and Executive Council; and

WHEREAS, the State and the Contractor have agreed to make changes to the payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, "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 Executive Council of the State of New Hampshire";

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

- Form P-37, Item 1.8, Price Limitation, shall be amended to read "\$2,039,546.00"
- Exhibit B, Method, Schedule, and Conditions Precedent to Payment, Section 1, shall be amended to read "\$2,039,546.00".

New Hampshire DHHS- Amendment #2 to Statewide Domestic Violence Prevention Contract

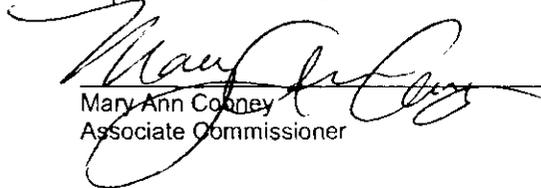


This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

April 25/14
Date


Mary Ann Cooney
Associate Commissioner

New Hampshire Coalition Against Domestic and Sexual Violence

April 22, 2014
Date


name Lyn M. Schollett
Title Executive Director

Acknowledgement:

State of New Hampshire County of Merriam on April 22, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Karin Ashton Notary Public
Name and Title of Notary or Justice of the Peace

New Hampshire DHHS- Amendment #2 to Statewide Domestic Violence Prevention Contract



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5-9-14
Date

Rosemary Wiant
Name: Rosemary Wiant
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

41



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

April 17, 2013

41 SOURCE
G&C Approved

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

Date 5/15/13
Item # 41

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to exercise a renewal option (Purchase Order # 1016932) with the New Hampshire Coalition Against Domestic and Sexual Violence, 4 South State Street, Concord, New Hampshire 03301 (Vendor #155510 B001), by increasing the price limitation by \$989,546.00 from \$1,010,000.00 to \$1,999,546.00 for the provision of a statewide domestic violence prevention program and by amending the end date from June 30, 2013 to June 30, 2015 to be effective July 1, 2013. Governor and Council approved the original agreement on May 25, 2011 (Item # 72). Funds to support this request are anticipated to be available in the following accounts in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

30.3% FED 69.1% OTHER (Marriage Licenses) .6% GEN

05-95-42-421010-29590000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, DOMESTIC VIOLENCE PROGRAMS

<u>Class/</u> <u>Object</u>	<u>Title</u>	<u>Activity</u> <u>Code</u>	<u>State</u> <u>Fiscal</u> <u>Year</u>	<u>Current</u> <u>Modified</u> <u>Budget</u>	<u>Increase/</u> <u>Decrease</u>	<u>Revised</u> <u>Modified</u> <u>Budget</u>
073-500581	Grants to Non-Profits - State	40130218	2012	\$505,000.00	\$0	\$505,000.00
		40130218	2013	\$505,000.00	\$0	\$505,000.00
		40130024	2014	\$0	\$494,773.00	\$494,773.00
		40130024	2015	\$0	\$494,773.00	\$494,773.00
			Total:	\$1,010,000.00	\$989,546.00	\$1,999,546.00

EXPLANATION

This request seeks approval to renew a sole source agreement with the New Hampshire Coalition Against Domestic and Sexual Violence. The Coalition is the only program in the State working with victims of domestic and sexual violence and continues to be uniquely qualified to provide these services. As such the Coalition is designated by the Department as the coordinator to administer the domestic violence grant program as specified in NH RSA 173-B:18. This request seeks approval to enter into an agreement with the New Hampshire Coalition Against Domestic and Sexual Violence to administer the mandated domestic violence grant program.

Chapter 223 of the Laws of 1981 (NH RSA 173-B:16) mandates a Domestic Violence Program. A special receipt account funded by an assessment against marriage licenses issued was established as the source of funds to support this service. These funds provide grant money to New Hampshire programs that provide aid and assistance to

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 17, 2013
Page 2

victims of domestic and sexual violence. The assessment is proposed to be forty-three dollars per marriage license in SFY14-15.

Domestic violence grant funds are disbursed by the New Hampshire Coalition Against Domestic and Sexual Violence to twelve local organizations around the State and are used to fund such services as 24-hour crisis telephone lines, emergency transportation, shelters, community outreach, and education and support services to thousands of victims of sexual and domestic violence each year. To ensure that potential providers have competitive access to deliver these services at the local level, the New Hampshire Coalition Against Domestic and Sexual Violence solicits proposals from local agencies and awards sub-contracts to perform these services throughout the state.

The New Hampshire Coalition Against Domestic and Sexual Violence has successfully carried out the mandates set forth in RSA 173-B:18 for the past several years. Their work has included: delivering multiple training programs multiple times throughout each year; holding a variety of outreach/awareness events; ensuring that 100% of NH's communities have access to a local domestic violence agency; consistent provision of a 24-hour crisis telephone service; and ensuring that victims have access to emergency shelter at all times. In addition, hundreds of people receive emergency transportation and thousands are provided legal and social services advocacy. Other services include operating domestic violence support groups, and publishing and distributing fact sheets, brochures, stickers, ribbons, etc. to promote awareness of domestic violence issues.

Agreement Terms

The agreement secures the New Hampshire Coalition Against Domestic and Sexual Violence's services for two years and includes a provision to renew the agreement for up to two additional years, based on continued availability of funds, satisfactory completion of services, and Governor and Council approval. The amount of funds supporting this program have been reduced this year. Despite this challenge, the New Hampshire Coalition Against Domestic and Sexual Violence will continue to administer the program with only 10% of the funding and opt instead to send 90% of the grant funds onto local agencies delivering domestic violence services, including advocacy, safe shelter and financial support.

In the event that this contract is not approved by the Governor and Executive Council, the New Hampshire Coalition Against Domestic and Sexual Violence's ability to provide required domestic violence prevention will be greatly diminished.

Geographic area served: Statewide

Source of funds: The special fund for domestic violence programs established by RSA 173-B:15. 69.1% Other (Marriage License Fees), 30.3% Federal Funds, 0.6% General Funds. In the event that the Other funds become no longer available, General funds will not be requested to support this program.

Respectfully submitted,

Maggie Bishop (RES)

Maggie Bishop

Director

Approved by:

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment 1 to the *Statewide Domestic Violence Prevention Contract*

This 1st Amendment to the *Statewide Domestic Violence Prevention Program* contract (hereinafter referred to as "Amendment 1") dated this *17th* day of *April 2013*, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and *New Hampshire Coalition Against Domestic and Sexual Violence* (hereinafter referred to as "the Contractor"), a *non-profit* company with a place of business at *4 South State Street, Concord, NH 03301*.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on **May 25, 2011 (Item #17)**, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and *Exhibit C-1, section 1*, the State may, **renew the contract for up to four additional years** by written agreement of the parties;

WHEREAS ***the State and the Contractor have agreed that a two-year extension of the contract is agreeable to the parties;***

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

- Form P-37, Item 1.7, Completion Date shall be amended to read "June 30, 2015"
- Form P-37, Item 1.8, Price Limitation, shall be amended to read "\$1,999,546.00"
- Exhibit A, Scope of Services, shall be amended to read "July 1, 2011 - June 30, 2015"
- Exhibit B, Method, Schedule, and Conditions Precedent to Payment, shall be amended to read "January 1, 2011 – June 30, 2015".
- Exhibit B, Method, Schedule, and Conditions Precedent to Payment, Section 1, shall be amended to read "\$1,999,546.00".



New Hampshire DHHS

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

4/25/13
Date

State of New Hampshire
Department of Health and Human Services

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

**New Hampshire Coalition Against Domestic and
Sexual Violence**

Robin Christopherson
Robin Christopherson
Chair, Board of Directors

Date

Acknowledgement:

State of New Hampshire, County of Merrimack on April 23, 2013 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Karen Ashton Notary Public
Name and Title of Notary or Justice of the Peace



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

24 April 2013
Date

James E. Merrill
Name: Vernice P. Herrick
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

MS
JMS



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

April 22, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

APPROVED BY _____
DATE 5/25/11
PAGE 9
ITEM # 72

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into a **sole source** agreement with the New Hampshire Coalition Against Domestic and Sexual Violence, Concord, New Hampshire (Vendor #155510 B001), for the provision of a statewide domestic violence prevention program, in an amount not to exceed \$1,010,000, effective July 1, 2011 or upon Governor and Council approval, whichever occurs later, through June 30, 2013. Funds to support this request are anticipated to be available in the following accounts in SFY 2012 and SFY 2013 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified, between State Fiscal Years:

05-95-40-403010-6040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
CHILDREN AND YOUTH, SERV FOR CHILD AND FAMILIES, DOMESTIC VIOLENCE PROGRAMS

<u>Class/Object</u>	<u>Title</u>	<u>Activity Code</u>	<u>SFY</u>	<u>Amount</u>
073-500581	Grants to Non-Profits - State	40130218	2012	\$505,000.00
			2013	\$505,000.00
			Total	\$1,010,000.00

EXPLANATION

This request seeks approval to enter into a sole source agreement with the New Hampshire Coalition Against Domestic and Sexual Violence. The Coalition is the only program in the State working with victims of domestic and sexual violence and continues to be uniquely qualified to provide these services. As such the Coalition is designated by the Department as the coordinator to administer the domestic violence grant program as specified in NH RSA 173-B:18. This request seeks approval to enter into an agreement with the New Hampshire Coalition Against Domestic and Sexual Violence to administer the mandated domestic violence grant program.

Chapter 223 of the Laws of 1981 (NH RSA 173-B:16) mandates a Domestic Violence Program. A special receipt account funded by an assessment against marriage licenses issued was established as the source of funds to support this service. These funds provide grant money to New Hampshire programs that provide aid and assistance to victims of domestic and sexual violence. The assessment is currently thirty-eight dollars per marriage license.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
April 22, 2011
Page 2

Domestic violence grant funds are disbursed by the New Hampshire Coalition Against Domestic and Sexual Violence to twelve local organizations around the State and are used to fund such services as 24-hour crisis telephone lines, emergency transportation, shelters, community outreach, and education and support services to thousands of victims of sexual and domestic violence each year. To ensure that potential providers have competitive access to deliver these services at the local level, the New Hampshire Coalition Against Domestic and Sexual Violence solicits proposals from local agencies and awards sub-contracts to perform these services throughout the state.

The New Hampshire Coalition Against Domestic and Sexual Violence has successfully carried out the mandates set forth in RSA 173-B:18 for the past several years. Their work has included: delivering multiple training programs multiple times throughout each year; holding a variety of outreach/awareness events; ensuring that 100% of NH's communities have access to a local domestic violence agency; consistent provision of a 24-hour crisis telephone service; and ensuring that victims have access to emergency shelter at all times. In addition, hundreds of people receive emergency transportation and thousands are provided legal and social services advocacy. Other services include operating domestic violence support groups, and publishing and distributing fact sheets, brochures, stickers, ribbons, etc. to promote awareness of domestic violence issues.

Agreement Terms

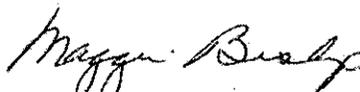
The agreement secures the New Hampshire Coalition Against Domestic and Sexual Violence's services for two years and includes a provision to renew the agreement for up to four additional years, based on continued availability of funds, satisfactory completion of services, and Governor and Council approval. The amount of funds supporting this program have been reduced this year. Despite this challenge, the New Hampshire Coalition Against Domestic and Sexual Violence will continue to administer the program with only 10% of the funding and opt instead to send 90% of the grant funds onto local agencies delivering domestic violence services, including advocacy, safe shelter and financial support.

In the event that this contract is not approved by the Governor and Executive Council, the New Hampshire Coalition Against Domestic and Sexual Violence's ability to provide required domestic violence prevention will be greatly diminished.

Geographic area served: Statewide

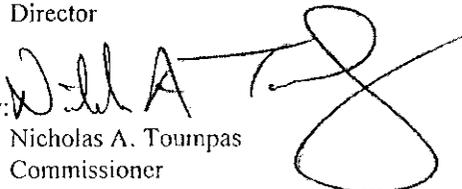
Source of funds: The special fund for domestic violence programs established by RSA 173-B:15. 69.8% Other (Marriage License Fees), 30.2% General Funds. In the event that the Other funds become no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop
Director

Approved by:



Nicholas A. Toumpas
Commissioner

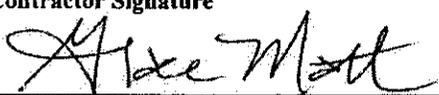
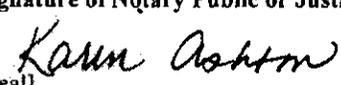
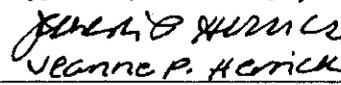
Subject: Provision of a Statewide Domestic Violence Prevention Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name New Hampshire Coalition Against Domestic and Sexual Violence		1.4 Contractor Address PO Box 353 Concord, NH 03302-0353	
1.5 Contractor Phone Number 603-224-8893	1.6 Account Number 10-040-60400000-073-500581	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$1,010,000.00
1.9 Contracting Officer for State Agency Baerbel Wills		1.10 State Agency Telephone Number 603-271-0945	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Grace S. Mattern, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/20/11</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Karin Ashton, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maggie Bishop Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/6/2011</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor 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 Contractor notice of termination;
 - 8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

**EXHIBIT A
SCOPE OF SERVICES**

DATE: April 18, 2011

CONTRACT PROJECT: Statewide Domestic Violence Prevention Program

CONTRACT PERIOD: July 1, 2011 TO June 30, 2013

CONTRACTOR NAME: New Hampshire Coalition Against Domestic and Sexual Violence

ADDRESS: PO Box 353
Concord, NH 03302-0353

TELEPHONE: (603) 224-8893

EXECUTIVE DIRECTOR: Grace Mattern

1. Provisions Applicable To All Services:

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Services described herein, the Division has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated.
- 1.2. The Contractor agrees to use its best effort to apply for any and all appropriate public and private sources of funds that are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

2. Services To Be Provided:

- 2.1. The Contractor shall administer the Domestic Violence Prevention Grant Program to provide safety and direct services to battered adults and their children so that these citizens are able to live in an environment safe from violence and the fear of violence. Services to be provided are as detailed in articles 2.2 through 2.4.
- 2.2. The Contractor shall act as the coordinator of the Domestic Violence Grant Program and perform said duties as outlined in RSA 173-B:18. These duties shall include but not be limited to:
 - a. Serve as a clearinghouse for information relating to domestic violence;
 - b. Provide technical assistance to local domestic violence programs;
 - c. Develop domestic and sexual violence awareness training programs for the Department of Health and Human Services, as well as for criminal justice, medical, mental health, and education personnel;
 - d. Coordinate the efforts of statewide and local social service agencies;
 - e. Raise public awareness of domestic violence issues; and
 - f. Publicize the availability of domestic violence programs to the public; and
 - g. Conduct evaluations of local domestic violence programs.

EXHIBIT B

METHOD, SCHEDULE, AND CONDITIONS PRECEDENT TO PAYMENT

Agency Name: New Hampshire Coalition Against Domestic and Sexual Violence

Program Period: July 1, 2011, or date of Governor & Council approval, to June 30, 2013

1. Subject to the availability of funds, and in consideration for the Contractor's satisfactory compliance with the terms and conditions of this agreement, and for services provided to eligible individuals, the Division for Children, Youth and Families (DCYF), shall reimburse the Contractor up to a maximum total payment of \$1,010,000.00 during the program period specified in paragraph 1.6 of the General Provisions of this Contract.
2. Monthly payments shall be made to the Contractor, subject to the following conditions:
 - 2.1. Payment shall be on a cost reimbursement basis based on actual expenditures incurred in the fulfillment of this agreement. A DCYF generated invoice template, specific to this agreement, shall be issued to the Contractor within 30 days of agreement approval or date of Governor and Council approval, whichever is later.
 - 2.2. Payment requests shall be submitted monthly, on or about the 15th day of the month following the billing period.
 - 2.3. The invoice template shall be completed by the Contractor, signed by an authorized representative of the Contractor and returned to the Contract Specialist, Division for Children, Youth and Families, Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301-3857, in order to initiate payment. It is the preference of the Division that the invoice be submitted electronically via email to the DCYF Contract Specialist.
 - 2.4. Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-2. Any adjustments in a line item in excess of 10% shall require the prior written approval of the Division for Children, Youth and Families.
 - 2.5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice by this date could result in non-payment.
 - 2.6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the Services provided, or if the said Services have not been completed in accordance with the terms and conditions of this Agreement.
 - 2.7. Payments may be withheld pending receipt of required reports as outlined in Exhibit A.

State of New Hampshire
 Department of Health and Human Services
 Division for Children, Youth and Families
 NH Coalition Against Domestic & Sexual Violence
 Statewide Domestic Violence Prevention Program

EXHIBIT B-1

SFY 2012 PERSONNEL DATA

	Name	Title	Annual Salary	% of Time Spent on Project	Project Amount Charged for SFY 12 (7/1/11 to 6/30/12)
1	Karin Ashton	Office Coordinator	34,444.00	20.00%	5,520
2	Deb Coe	Child & Family Advocacy Coord.	42,540.00	20.00%	710
3	Jennifer Durant	Public Policy Assistant	36,837.00	20.00%	2,880
4	Pamela English	Administrative Director	58,344.00	20.00%	4,910
5	Amanda Grady	Public Policy Director	47,575.00	20.00%	4,960
6	Joan Madore	Bookkeeper	39,582.00	20.00%	5,530
7	Grace Mattern	Executive Director	80,000.00	20.00%	1,700
8	Maureen McDonald	Public Relations Coordinator	47,575.00	20.00%	1,300
TOTAL			386,897.00		27,510

SFY 2013 PERSONNEL DATA

	Name	Title	Annual Salary	% of Time Spent on Project	Project Amount Charged for SFY 13 (7/1/12 to 6/30/13)
1	Karin Ashton	Office Coordinator	35,447.00	20.00%	5,520
2	Deb Coe	Child & Family Advocacy Coord.	43,816.00	20.00%	710
3	Jennifer Durant	Public Policy Assistant	37,942.00	20.00%	2,880
4	Pamela English	Administrative Director	60,094.00	20.00%	4,910
5	Amanda Grady	Public Policy Director	49,000.00	20.00%	4,960
6	Joan Madore	Bookkeeper	40,769.00	20.00%	5,530
7	Grace Mattern	Executive Director	82,400.00	20.00%	1,700
8	Maureen McDonald	Public Relations Coordinator	49,000.00	20.00%	1,300
TOTAL			398,468.00		27,510

EXHIBIT B-2		
NH COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE		
PO BOX 353, CONCORD, NH 03302-0353		
STATEWIDE DOMESTIC VIOLENCE PREVENTION PROGRAM		
CONTRACT BUDGET		
Line Item	SFY 2012 Amount	SFY 2013 Amount
Salaries	\$ 27,510.00	\$ 27,510.00
Fica & Medicare	\$ 2,100.00	\$ 2,100.00
Unemployment tax	\$ 165.00	\$ 165.00
Workers Compensation	\$ 140.00	\$ 140.00
Employee Benefits	\$ 4,855.00	\$ 4,855.00
Accounting Services	\$ 200.00	\$ 200.00
Advertising/Recruitment	\$ 100.00	\$ 100.00
Audit Fees	\$ 1,400.00	\$ 1,400.00
Copying	\$ 430.00	\$ 430.00
Equipment	\$ 375.00	\$ 375.00
Insurance	\$ 1,260.00	\$ 1,260.00
Maintenance & Repairs	\$ 1,570.00	\$ 1,570.00
Meeting Space Rental	\$ 50.00	\$ 50.00
Memberships	\$ 400.00	\$ 400.00
Miscellaneous	\$ 50.00	\$ 50.00
MORTGAGE Expenses: Principal	\$ 550.00	\$ 550.00
Office supplies	\$ 1,400.00	\$ 1,400.00
Parking	\$ 530.00	\$ 530.00
PMC Stipend	\$ 620.00	\$ 620.00
Postage	\$ 500.00	\$ 500.00
Printing	\$ 1,145.00	\$ 1,145.00
Professional Services	\$ 300.00	\$ 300.00
Publications	\$ 450.00	\$ 450.00
Retreats	\$ 650.00	\$ 650.00
Staff Development	\$ 1,100.00	\$ 1,100.00
Telephone	\$ 1,450.00	\$ 1,450.00
Travel	\$ 2,700.00	\$ 2,700.00
Utilities	\$ 1,500.00	\$ 1,500.00
Subcontracts	\$ 451,500.00	\$ 451,500.00
TOTAL EXPENSES	\$ 505,000.00	\$ 505,000.00

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received

the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian. Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division for Children, Youth and Families, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the contract for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

gsm

4/20/14

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of the fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

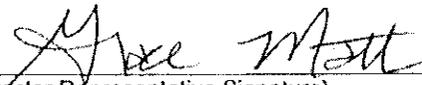
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: 7/1/2011 through 6/30/2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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 awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) 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 contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


(Contractor Representative Signature)

Grace S. Mattern, Executive Director
(Authorized Contractor Representative Name & Title)

New Hampshire Coalition Against Domestic &
Sexual Violence
(Contractor Name)

4/20/11
(Date)

NH DHHS, Office of Business Operations
Standard Exhibit E - Certification Regarding Lobbying
January 2009

Contractor Initials: gsm

Date: 4/20/11

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

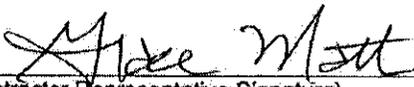
1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) 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 DHHS.

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "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.



(Contractor Representative Signature)

Grace S. Mattern, Executive Director

(Authorized Contractor Representative Name & Title)

New Hampshire Coalition Against Domestic &
Sexual Violence

(Contractor Name)

4/20/11

(Date)

Contractor Initials: 
Date: 4/20/11

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

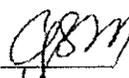
1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

Grace S. Mattern, Executive Director
(Authorized Contractor Representative Name & Title)

New Hampshire Coalition Against Domestic &
Sexual Violence
(Contractor Name)

4/20/11
(Date)

Contractor Initials: 
Date: 4/20/11

NH Department of Health and Human Services

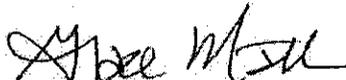
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



(Contractor Representative Signature)

Grace S. Mattern, Executive Director

(Authorized Contractor Representative Name & Title)

New Hampshire Coalition Against Domestic &
Sexual Violence

(Contractor Name)

4/20/11

(Date)

Contractor Initials: ASM

Date: 4/20/11

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

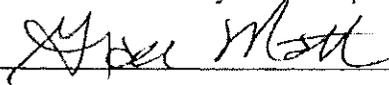
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

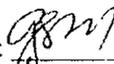
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

 _____
Grace S. Mattern, Executive Director
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

NH Coalition Against Domestic & Sexual Violence _____
4/20/11
(Contractor Name) (Date)

Contractor initials: 
Date: 4/20/11

