ATTORNEY GENERAL3V20/19

DEPARTMENT OF JUSTICE

33 CAPITOL STREET CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD ATTORNEY GENERAL



November 20, 2019

The Honorable Mary Jane Wallner, Chairman Fiscal Committee of the General Court State House Concord, New Hampshire 03301

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

 Pursuant to RSA 14:30-a, VI, authorize the Department of Justice to accept and expend a grant in the amount of \$780,038 from the US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, New Hampshire Enhanced Collaborative Model Task Force to Combat Human Trafficking, for the purpose of combatting human trafficking, from the date of the Fiscal Committee of the General Court and Governor and Executive Council approvals through June 30, 2021. 100% Federal Funds.

Funds are to be budgeted in 02-20-201510-1072, Human Trafficking Grant, as follows:

<u>Class/Expense</u> 072-509073 085-588523 Total	<u>Class Title</u> Grants-Federal Inter-Agency Transfer out of Federal Funds	Current SFY 2020 <u>Budget</u> \$0 \$0 \$0	Increase <u>Amount</u> \$622,553 \$157,485 \$780,038	Revised SFY 2020 <u>Budget</u> \$622,553 \$157,485 \$780,038
<u>Source of Funds</u> 000-400338	Federal Funds	\$0	\$780,038	\$780,038

The Honorable Mary Jane Wallner, Chairman Fiscal Committee of the General Court

His Excellency, Governor Christopher T. Sununu and the Honorable Council

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> 2. Upon approval of Requested Action #1, authorize the Department of Justice to enter into a subgrant, in the amount of \$307,696, with the New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV), Concord, NH (Vendor #155510, B001), for the purpose of enhancing and continuing efforts of the Enhanced Collaborative Model Task Force to Combat Human Trafficking upon approval of the Governor and Executive Council through June 30, 2021. 100% Federal Funds.

Funding is available as follows:

02-20-20-201510-1072 Human Trafficking Grant 072-509073, Contracts

\$307,696

FY 2020

EXPLANATION

The New Hampshire Department of Justice is seeking approval to accept and expend a grant award received from the Federal Bureau of Justice Assistance, under the NH Human Trafficking Enhanced Collaborative Model. These funds were not previously budgeted because the grants were awarded on a competitive basis with no guarantee that New Hampshire would receive an award.

The purpose of the Enhanced Collaborative Model Task Force to Combat Human Trafficking is to investigate and deter human trafficking activities in the State. The Department of Justice currently requests to subgrant a portion of these funds to the NHCADSV for a Program Director and a consultant team to track performance and evaluate the program's effectiveness. The grant will also be utilized to fund a dedicated full time Human Trafficking Police Officer at the Merrimack County Sheriff's Office and a part time dedicated Human Trafficking Officer at the New Hampshire State Police. Both of the officers will concentrate on human trafficking investigations and task force initiatives statewide.

Federal award funds are budgeted to support grant activities as follows:

072-509073-Federal Grant; a federal grant, included with this item, is subgranted to the NHCADSV. A federal grant contract is underway for the Merrimack County Sheriff's Office to focus on the Human Trafficking Task Force initiative.

The Honorable Mary Jane Wallner, Chairman Fiscal Committee of the General Court

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085-588523-Federal Grant; an interagency federal grant contract is underway for the Department of Safety for a Part Time Police Officer whose position will also focus on the Human Trafficking Task Force initiative.

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

Please let me know if you have any questions. Thank you for your consideration of this request.

Respectfully submitted,

Gordon J. MacDonald Attorney General

#2564642

Department of Justice GRANTS FISCAL SITUATION-FISCAL YEAR 2020 02-20-201510-1072 Human Trafficking

Total Agency Authorization Less Expenditures to 06/30/2019	\$ \$	780,038
Remaining Authorization to Budget	\$	780,038
Less Current Budget Authorization Total Available for Budgeting	<u>\$</u> \$	780,038
Available to Budget at Later Date REQUESTED ACTION	\$	780,038

、 ·	Award		
Grant Award Number	Amount	Expenses to 06/30/2019	Balance
2019-VT-BX-K024	\$ 780,038	\$ -	\$ 780,038

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U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	Cooperative Agreement	PAGE I OF 18
I. RECIPIENT NAME AND ADDRESS (Including Zip Code)	4. AWARD NUMBER: 2019-VT-BX-K024	
New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301-6397	S. PROJECT PERIOD: FROM 10/01/2019 TO BUDGET PERIOD: FROM 10/01/2019 TO	
· · ·	6. AWARD DATE 09/29/2019 7. A	стіон
28. GRANTEE IRS/VENDOR NO. 026002618	8: SUPPLEMENT NUMBER 00	[nitie]
25. GRANTEE DUNS NO.		
R0X591127	9. PREVIOUS AWARD AMOUNT	\$0
3. PROJECT TITLE NH Human Trafficking Enhanced Collaborative Model	10. AMOUNT OF THIS AWARD	\$ 780,038
	H. TOTAL AWARD	\$ 780,035
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - Human Trafficking) 22 USC 14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Numbe 16.320 - Services for Trafficking Victims 15. METHOD OF PAYMENT		
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	U.S. Department of Justice Office of Justice Programs – – – Bureau of Justice Assistance	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 2 OF 18	
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PROJECT	HUMBER 2019-VT-2X-K024	AWARD DATE		
		CONDITIONS		
-	 Requirements of the award; remedies for non-co The conditions of this award are material require submitted by or on behalf of the recipient that re requirement of this award. By signing and accep official accepts all material requirements of the personally executed by the authorized recipient of 	tinents of the award. Compliance with any assur- late to conduct during the period of performance pung this award on behalf of the recipient, the au award, and specifically adopts all such assurance	also is a material thorized recipient	· ·
	Failure to comply with any one or more of these condition incorporated by reference below, or ar - may result in the Office of Justice Programs (" award. Among other things, the OJP may withh The U.S. Department of Justice ("DOJ"), including	assurance or certification related to conduct dur OJP") taking appropriate action with respect to il old award funds, disallow costs, or suspend or to	ing the award period - e recipient and the minate the award.	
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	Any materially false, fictitious, or fraudulent ste or omission of a material fact) may be the subjet and/or 34.U.S.C. 10271-10273), and also may lo claims or otherwise (including under 31 U.S.C.	et of criminal prosecution (including under 18 U. ad to imposition of civil penalties and administra	S.C. 1001 and/or 1621	
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-	2. Applicability of Part 200 Uniform Requirements	; ;		
•	The Uniform Administrative Requirements, Cos and supplemented by DCJ in 2 C.F.R. Part 2800 2019 award from OJP.	t Principles, and Audit Requirements in 2 C.F.R. (together, the "Part 200 Uniform Requirements"	Part 200, as adopted apply to this FY	
	The Part 200 Uniform Requirements were first a supplements funds previously awarded by OJP u December 2014), the Part 200 Uniform Requires (regardless of the award date, and regardless of u are obligated on or after the acceptance date of the are obligated on or after the acceptance date of the are obligated on or after the acceptance date of the are obligated on or after the acceptance date of the are obligated on or after the acceptance date of the are obligated on or after the acceptance date of the acceptance date of the acceptance date of the acceptance date of acceptance date of acceptanc	inder the same award number (e.g., funds awarde nents apply with respect to all funds under that z whether derived from the initial award or a suppl	d during or bofere ward number	
	For more information and resources on the Part ("subgrants"), see the OJP website at https://ojp.		awards and subawards	
	Record retention and access: Records perinent any tis:) must retain typically for a period of 3 425), unless a different retention period applies any tier) must provide access, include performan supporting documents, statistical records, and ot	to the award that the recipient (and any subrecipied years from the date of submission of the final ex- and to which the recipient (and any subrecipient comeasurement information, in addition to the final subrecipient information, in addition to the final subrecipient information in addition subrecipient information information information information subrecipient informating subreci	penditure report (SF it ("subgrantee") at insucial records,	
	In the event that an award-related question arises that may appear to conflict with, or differ in som recipient is to contact OJP promptly for clarifica	e way from, the provisions of the Part 200 Unife		
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'	PROJECT NUMBER	1C19-VT-BX-K024	AWARD DATE 09/29/2019	-	
		SPECIAL	CONDITIONS		
	3. Comp	liance with DOJ Grants Financial Guide			
	(cure updat	ntly, the "DOJ Grants Pinancial Guide" ay	are to the DOJ Grants Financial Guide as posted vailable at https://ojp.gov/financiàlguide/DOJ/incoveriod of performance. The recipient agrees to c	lex.htm), including any	
	4 Peolo		In a new Title 14 - file II-in d Group Co. J		
			to a new Title 34 of the United States Code		
	reclas reclas	sified (that is, moved and renumbered) to sification encompassed a number of statu:	ions previously codified elsewhere in the U.S. Co a new Title 34, entitled "Crime Control and Law cory provisions pertinent to OP awards (that is, 0 sions previously codified in Title 42 of the U.S. 0	Enforcement." The DP grants and	•
- (6) 2	reclas Title 1	sified to the new Title 24 of the U.S. Code 14. This rule of construction specifically in	to in this award document to a statutory provision e is to be read as a reference to that statutory pro- neludes references set out in award conditions, re rd conditions, and references set out in other awa	lision as reclassified to ferences set out in	:
- 1 - 1	5. Requi	red training for Point of Contact and all S	inanciel Points of Contect	1	
	 compl recipio 	eted an "OJP financial management and g	ial Points of Contact (FPUCs) for this award mus grant administration training" by 120 days after th completion of such a training on or after January	e date of the	,
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	 ccmpl 		mediately withhold ("freeze") award funds if the ure to comply also may lead OJP to impose addit		
	6. Requi	rements related to "de minimis" indirect o	osi rate	·	
	indira CIP ir Unifo	et cost rate described in 2 C.P.R. 200.414(1 writing of both its eligibility and its elect rm Requirements. The "de minimis" rate i	niform Requirements and other applicable law to (f), and that elects to use the "de minimis" indirec- tion, and must comply with all associated require may he applied only to modified total direct cost	n cost rate, must advise ments in the Part 200	
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	PROJECT NUMBER	20!9-VT-DX-K024	AWARD DATE 09/29/2019		
	7. Require	SPECIAL	CONDITIONS		
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-	U.I. Department of Justice Office of Justice Programs AWARD CONTINUATION Driroatu of Justice Assistance SHEET- PAGE 5 OF 18	
	PROJECT NUMBER 2019-VT-DX-X024 AWARD DATE 09/29/2019	
	SPECIAL CONDITIONS	۰ .
	9. Employment eligibility varification for hiring under the award	
	1. The recipient (and any subrecipient at any tier) must	-
	A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).	· · · ·
	B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both	
	(1) this averd requirement for verification of employment eligibility, and	
	(2) the associated provisions in 8 U.S.C. $1324\epsilon(a)(1)$ and (2) that, generally speaking, make it unlawful, in the United Staves, to here for recruit for employment) certain aliens.	
a series and the series of the	C. Provide Usining (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).	
でいいが	D. As part of the moordkooping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of 31 employment aligibility verifications pertinent to compliance with this award condition in accordance with Form 1-2 record retention requirements, as well as records of all pertinent notifications and trainings.	
	1. 2. Monitoring	-
	The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.	
	3. Allowable costs	
	To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.	
	4. Rules of construction	
	A. Staff involved in the hiring process	
	For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.	· ·
,	B. Employment eligibility confirmation with E-Verify	
\$	For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.	
	C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.	
	D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or	
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	PROJECT NUMBER		AWARD CATE 09/29/2019			
	any p		CONDITIONS law, including any applicable civil rights or no	ndiscrimination law.		
	E, N(at any and (y tier, or any person or other entity, of any o	aph 4.B., thall be understood to relieve any rec abligation otherwise imposed by law, including	piont, any subrecipient 8 U.S.C. 1324a(s)(1)		
	webs		DHS. For more information about E-Verify vis Verify at E-Verify@dhs.gov. E-Verify employ			
	Quez	tions about the meaning or scope of this co	ndition should be directed to O.P., before award	acceptance.		•••
	10. Requ	irement to report actual or imminent breach	h of personally identifiable information (PII)			
今辺、十十分かや	nctua niain scope Gircu Pill to	Ler imminent "breach" (OMB M-17-12) if tains, disseminates, discloses, or disposed o pof on OFF grant-funded program or activit dat A-130). The recipient's breach procedu) must have written procedures in place to respo it (or a subrecipient) (1) creates, collects, use if "personally identifiable information (PII)" (2 cy, or (2) uses or operates a "Federal information area must include a requirement to report actual i hours effor an occurrence of an actual breach,	s, processes, stores, CFR 200.79) within the n system" (OMB or imminent breach of		
جه الله.	The r suthe	orization of any subaward. This condition a	") at any tier, must comply with all applicable a applies to agreements that for purposes of fed	cral granis		
		rect").	"subawan!" (and therefore does not consider a p	rocurement		
	https.	Ictails of the requirement for authorization //ojn.gov/funding/Explore/SubawardAutho fic forderst authorization), and are incorpora	of any subaward are posted on the OJP web site prizztion.htm (Award condition: All subawards ated by reference livre.	: at ("subgrants") must have		
		ific prict-award approval required to use a n ad \$250,000	or.competitive approach in any procurement co	ntract that would	(
:	speci Simp faier	ecipiers, and any subrecipient ("subgrantee fic advance approval to use a noncompetiti life 3 Acquisition Threshold (currently, \$2)	") at any tier, must comply with all applicable i yo approach in any procurement contract that w \$0,000). This condition applies to agreements to P consider: a procurement "contract" (and there	ould exceed the hat for purposes of		• .
	an O. (Awa	IP eward are posted or, the OJP web site at	oval to use a noncompetitive approach in a proc https://oju.gov/funding/fxplore/Noncompetitiv I) required to use a noncompetitive approach in corporated by reference here.	eProcurement.htm		
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			Cooperative Agreement		'
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-	PROJECT NUMBER 2019.	·vT-BX-KC14	AWARD DATE 07/29/2019		
	. · ·		CONDITIONS		
			r the award; association with federal governmen		
	part) by this	award, whether by the recipient or	any procursinent of property or services that is by any subrecipient at any tier, and regardless alternent, or the nature of any legal instrument t	of the dollar amount of	, <u>,</u>
		a must be among those included in		isca. The previsions of	
	I. No discrin	mination, in procurement transactio	ors, against associates of the federal government	t	· ·
	atvards to be	"manage[d] and administer[ed] in	confrements including as set out at 2 C.F.R. 2 a manner so as to ensure that Federal funding i	s expended and	
	200.319(4)	generally requiring "[a]ll procuren	cordance with U.S. statutory and public policy cent transactions [to] be conducted in a manner ive of competition," such as "[p]lacing unreasor	providing full and open	
	firms in orde	er for them to qualify to do busines	is" and taking "[a]ny arbitrary action in the proc any procurement transaction) discriminate agair	urement process") no	
-	the basis of r will be state	such person or entity's status as an is as a parent, affiliate, or subsidiar	"associate of the federal government" (or on the y of such an associate), except as expressly set	e basis of such person or	
		or as specifically authorized by US	DCJ.		
	2. Mentoria The recipien	•	ude monitering of subrecipient compliance with	this condition.	Ì
•	- 9 3. Allowaule			•	
·			d under any other federal program, award funds ny) of actions designed to ensure compliance w		
	4. Rules of c	construction	⁻ , •- · · · ·		
	A. The term	"associate of the federal governme	ent" means any person or entity engaged or em- nent as an employee, contractor or subcontrac	sloyed (in the past or et	
	recipien) or -	-subrecipient (at any tier), agent, o	r otherwise in undertaking any work, project, or on behalf c?) the federal government, and inc	or activity for or on	
	such emaloy	ment or engagement, and any pers ctivity (or to provide such goods o	ton or entity committed by legal instrument to u	ndertake any such work,	
	B. Nothing i	in this condition shall be understoo	d to authorize or require any recipient, any sub- al taw, including any applicable civil rights or a	ecipient at any tier, or ondiscrimination law	
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10	D's. end of vusited Assistance	Councrative Agreement		
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	PROJECT NUMBER 2019-VT-BX-K024	AWARD DATE 09/29/2019	l	
	SPECIA'	CONJITIONS		
	14. Requirements pertaining to prohibited conduct a OIP authority to terminate award)		ng requirements and	
	requirements to report allegations) pertaining to	e") at any tier, must comply with all applicable re- prohibited conduct related to the trafficking of pe , or individuals defined (for purposes of this cond	ersons, whether on the	
	OJP web site at https://ejp.gov/funding/Explore	to prehibited conduct related to trafficking in per- ProhibitedConduct-Trafficking.htm (Award conc to trafficking in persons (including reporting requ ated by reference here.	lition: Prohibited	· .
	15. Determination of suitability to interact with per	licipating minors		
	DCJ (or in the application for any subaward, at	it is indicated — in the application for the award (a any tier), the DOJ funding announcement (solicit me or all of the activities to be carried out under a benefit a set of individuals under 18 years of age.	ation), or an he award (whother by	· ·
	The recipient, and any subrecipient et any tier, a interact with participating minory. This require	nust main determinitions of suitability before on ment applies regardless of an individual's employ	rtain individuels may meni status.	
	The detail of this requirement are posted on the condition: Determination of suitability participating minors), and are incorporated by r	required, in advance, for certain individuals who		
• ••••	16. Compliance with applicable rules regarding app other events	roval, planning, and reporting of conferences, me	etings, trainings, and	
	policies, and official DOJ guidance (including s applicable) poverning the use of federal funds f	c") at any tier, must comply with all applicable la pecific cost limits, prior approval and reporting re or expenses related to conferences (as that term is is at such conferences, and costs of attendance at a	equirements, where defined by DOJ),	· ·
· .	Information on the pertinent DOJ definition of Grants Filtancial Guide (currently, as section 3.	conforences and the rules applicable to this award 10 of "Postaward Requirements" in the "DOJ Gra	appears in the DOJ nts Financial Guide").	• *
	17. Requirement for data on performance and effect	tiveness under the award		
ł	The data must be provided to OP in the manne solicitation or other applicable written guidance	et measure the performance and effectiveness of v r (including within the timeframes) specified by C Data collection supports compliance with the O GPRA Modernization Act of 2010, and other appl	OJP in the program lovernment	
	18. OIP Training Guiding Principles			
	delivers with OJP award funds must adhere to t	ient or any subrecipient ("subgrantee") at any ti he CJP Training Quiding Principles for Grantees TrainingPrinciplesForGrantees-Subgrantees.htm.	and Subgrantees,	· ·····
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Concerns of		Cooperative Agreement		
PROJECT NUMBE	R 2019-VT-BX-K024	AWARD DATE 09/29/2019		
	SPECIAL	CONDITIONS	· · · · · · · · · · · · · · · · · · ·	
. 19. EM	ect of failure to address audit issues			
. awa	ind funds, or may impose other related requires not satisfactorily and promptly address out	OJ awarding agency (OJP or OVW, as appropri rementa, if (as determined by the DOJ awarding standing issues from audits required by the Part other outstanding issues that arise in connection	agency) the recipient 200 Uniform	
iave	estigations, or reviews of DOJ awards.			
20. Pot	ential imposition of additional requirements			
(0)	recipient agrees to comply with any additio P or C 719, as appropriate) during the period " for purposes of the DCJ high-risk grantee	nal requirements that may be imposed by the D I of performance for this award, if the recipient list.	O5 awarding agency is designated as "high-	· · · ·
21. Cor	npliance with DOJ regulations pertaining to	civil rights and nondiscrimination - 28 C.F.R. F	art 42	
C.F	recipient, and any subrecipient ("subgranted R:Part 42, specifically including any applie al employment opportunity program.	e") at any tier, must comply with all applicable able requirements in Subpart E of 28 C.F.R. Pa	requirements of 28 rf 42 that relate to an	•
22. Cor	pliance with DOI regulations pertaining to	civil rights and nondiscrimination - 28 C.F.R. I	Part 54	
The C.P	regiftizint, and any subrecipient ("subgrante Repart 54, which relates to nondiscriminati	c") at any tier, must comply with all applicable on on the basis of sex in certain "education proj	requirements of 28 grams.*	
23. Cor	npliance with DOJ regulations pertaining to	civil rights and nondiscrimination - 28 C.F.R. F	art 38	
C.F		c") at any tier, must comply with all applicable to time), specifically including any applicable r spective program beneficiaries.		
bas: prav ("su thst	is of ruligion, a religious belief, a refusal to h stice. Part 33, currently, also sets out rules a ubgrantee") organizations that engage in or c pertain to recipients and subrecipients that i	8 includes rules that prohibit specific forms of c told a religious belies, or refusal to attend or par- and requirements that pertain to recipient and su onduct explicitly religious activities, as well as are faith-besed or religious organizations.	ticipate in a religious brecipient	
The	text of 28 C.F.R. Part 38 is available via the	e Electronic Code of Federal Regulations (curre vsc), by browsing to Title 28-Judicial Administr	ntly accessible at ation. Chapter 1. Part	
33,	under e-CFR "current" data.		-	
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		Cooperative Agreement		
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PROJECT NU	MBER 2015-YT-BX-K024	AWARD DATE 09/29/2019	· · · · · · · · · · · · · · · · · · ·	
	SPECIAL	L CONDITIONS		
- 24.	Restrictions on "lobbying"	<u>CONDITIONS</u>		· .
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1 · ·	In general, us a matter of federal law, federal f subrenipient ("subgrantee") at any tier, either d	lirectly or indirectly, to support or oppose t	he enactment, repeal,	
	modification, or adoption of any law, regulation may be exceptions if an applicable federal state	in, or policy, at any level of government. S are specifically authorizes certain activities	that otherwise would be	•
	barred by Isw.)	• •	• •	
ļ	Another federal law generally prohibits federa	I funds awarded by OJP from being used by	the recipient, or any	
	subrecipient et any tier, to pay any person to ir Congress, or Congress (or an official or emplo	yce of any of them) with respect to the awa	urding of a fideral grant or	
	cooperative agreement, subgrant, contract, sub or me lifying any such award. See 31 U.S.C.	contract, or loan, or with respect to actions	such as renewing, extending,	
	applies to Indian tribes and tribal organization			
	Should any question arise as to whether a parti	icular use of federal funds by a recipient (o	r subrecipient) would or might	
	fall within the scope of these prohibitions, the express prior written approval of OJP.	recipient is to contact OJP for guidance, an	d may not proceed without the	
125.	Compliance with general appropriations-law r	estrictions on the use of federal funds (FY)	2019)	
	The recipiest, and any subrecipient ("subgrant federal funds set out in federal appropriations	ce") at any tier, must comply with all appli	cable restrictions on the use of	
	provisions" in the Consolidated Appropriation	s Act, 2019, src set out at	· · ·	
i i i	"hitps://ojp.gov/funding/Explore/FY19Approp	. ,	(
÷.	Should a question arise as to whether a particu- fail within the scope of an appropriations-law	aler use of federal funds by a recipient (or a relation, the recipient is to contact OJP f	subrecipient) would or might or guidance, and may not	
	proceed without the express prior written appr	oval of CP		
5.	Reporting potential found, wriste, and abuse, a	nd similar misconduct		
	The recipiont and any subtecipionts ("subgran	toes") must premptly refer to the DOJ Offic	ee of the Inspector General	1
	(OIG) any predible evidence that a principal, a has, in connection with funds under this award	miployee, agent, subrecipient, contractor, s	ubcontracter, or other person	
	committee a criminal or civil violation of laws	s pertaining to freud, conflict of interest, br	ibery, gratuity, or similar	
	inisconduci.		·	
	Potential flaud, waste, nbuse, or misconduct in OIG by(1) online submission accessible via	the OIG webpage at https://oig.justice.gov/	hotline/contact-grants.htm	
1	(celect "Submit Report Online"); (2) mail dire Investigations Division, 1425 New York Aven	cted to: Office of the Inspector General, U.	S. Department of Justice,	:- :-
	directed to the DOJ CIG Fraud Detection Office	ice (Attn: Orantee Reporting) at (202) 616	9881 (fáx).	
	Additional information is available from the I	OOJ OIG website at https://oig.justice.gov/	notline.	•
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	PROJECT NUMBER	2019-VT-BX-K024	AWAKD DATE 09/29/2019		· ·
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	27. Restr	SPECIAL rictions and certifications regarding non-d	CONDITIONS		
	sotua sorga rocos	ontract with any funds under this award, n ement or statement that prohibits or othery	der this award, or entity that receives a procuremen nay require any employee or contractor to sign an i vise restricts, or purports to prohibit or restrict, the to an investigative or law enforcement representat th information.	nternal confidentiality reporting (in	
· · · ·	requi sensi	rements applicable to Standard Form 312	understood by the agency making this award, to co (which relates to classified information), Form 44) other form issued by a federal department or agenc	14 (which relates to	
	1. In	accepting this sward, the recipient			
	_ or co		chired internal confidentiality agreements or staten ise currently restrict (or purport to prohibit or restri se as described above; and		
	agree or ab	ements of statements that prohibit or other ruse as described above, it will immediate	is or has been requiring its employees or contractor wise restrict (or purport to prohibit or restrict), rep- ly stop any further obligations of award funds, will ng this award, and will resume (or permit resumpti- o by that agency.	orting of weste, froud, provide prompt	
	2. If both-		his award to make subawards ("subgrants"), procu	rement contracts, or	
· · ·	(l) i (whe requi prohi fraud	t has determined that no other entity that to ther through a subaward ("subgrant"), pro ires or has required internal confidentiality ibit or otherwise currently restrict (or purp 8, or abuse as described above; and	he recipient's application proposes may or will reci curement contract, or subcontract under a procurer agreements or statements from employees or cont out to prohibit or restrict) employees or contractor	nent contract) either fractors that currently a from reporting waste,	
	b. it unde or cu inum i the fi	certifies that, if it learns or is notified that is this award is or has been requiring its en herwise restrict (or purport to prohibit or is existely stop any further obligations of av	ise has an adequate factual basis, to support this rep any subrecipient, contractor, or subcontractor enti- aployees or contractors to execute agreements or su- costrict), reporting of waste, fraud, or abuse as desc and funds to or by that entity, will provide prompt resume (or permit resumption of) such obligations	ty that receives funds atements that prohibit ribed above, it will written notification to	
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	U.S. Department of Justice 	AWARD CONTINUATION	PAGE 12 OF 18	· • • • • • • •
	PROJECT NUMBER 2019-N7-BX-KC24	AWARD DATE (\$729/2019	!	
	•	L CONDITIONS		
-	28. Compliance with 41 U.S.C. 4712 (including pr			
	U.S.C. 4712, including all applicable provision employee as reprisal for the employee's disclosed) must comply with, and is subject to, all applicables that prohibit, under specified circumstances, dis sure of information related to gross mismanagement ority relating to a federal grant, a substantial and sp regulation related to a federal grant.	crimination against an nt of a federal grant, c	
	The recipiont also must inform its employees, employee rights and remedies under 41 U.S.C.	in writing (end in the prodominant native languag . 4712.	e of the workforce), of	
	Should a cuestion arise as to the applicability of contact the DOJ awarding agency (OJP or OV	cf the provisions of 41 U.S.C. 4712 to this award, W, as appropriat:) for guidance	the recipient is to	
	29. Encouragement of policies to ban text message	ing while driving		
- - - - - -	51225 (October 1, 2009), DOJ encourages rec	Leadership on Reducing 'fext Messaging While D ipients and subrecipients ("subgrantees") to adopt c driving any vehicle during the course of perform ies and conduct education, awareness, and other o	and enforce policies ing work funded by this	
-	30. Requirement to disclose whether recipient is d	lesignated "high risk" by a federal grant-making a	gency outside of DOJ	,
: تىر 	during the course of the period of performance information to OJP by chait at OJP. Complian includes any status under which a federal awa performance, or other programmatic or finance the following: 1. The federal awarding agency was designated high risk, 3. The high-risk poi	ederal grant-making agency outside of DOJ, curre e under this award, the recipient must disclose tha iceReporting@ojp.usdoj.gov. For purposes of this rding agency provides additional oversight due to ial concerns with the recipient. The recipient's dis v that currently designates the recipient high risk, and of contect at that federal swarding agency (nam h-risk status, as set out by the federal awarding ag	t fact and cortain related s disclosure, high risk the recipient's past closure must include — — - 2. The date the recipient he, phone number, and	
	program(c). National origin discrimination in To ensure compliance with Title VI and the S that LEP persons have meaningful access to the assistance corvices, including onl and written	Proficiency persons have meaningful access to the cludes discrimination on the basis of limited Engl afe Streets Act, recipients and required to take reat heir programs. Meaningful access may entail prov translation when necessary. The U.S. Department it, Title VI requirements. The guidance document	ish proficiency (LEP). sonable steps to ensure iding language t of Justice has issued	· · · ·
÷.	32. Required attendance at BJA-sponsored events	P	•	
•	· · · · · · · · · · · · · · · · · · ·	must participate in BJA-sponsored training ever	113, technical assistance	
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	33.	The recipient agrees to submit to BJA for review reports, or any other written materials that will h through funds from this grant at least thirty (30)	CONDITIONS w and approval any curricula, training materials, p be published, including web-based materials and working days prior to the targeted dissemination	web site content, a date. Any written,		•
		expense, shall contain the following statements: awarded by the Bureau of Justice Assistance. Th Justice's Office of Justice Programs, which also Justice, the Office of Juvenile Justice and Delin Office. Points of view or opinions in this docum	of press releases, whether published at the granter "This project was supported by Grant No. 2019- he Bureau of Justice Assistance is a component of includes the Bureau of Justice Statistics, the Noti quency Provension, the Office for Victims of Cris- tent are those of the author and do not necessarily ustice." The current edition of the DOJ Grants Fir activities.	VT-BX-K024 / f the Department of ional Institute of me, and the SMART y represent the official		
	31.	Justice Assistance (BJA). BJA will work in cor so that the program's gocls and objectives can b	nt in the Federal stewardship role shall remain wi njunction with the recipient to routinely review ar e effectively accomplished. BJA will monitor the with the recipient and will provide input to the p	nd refine the work plan e project on a		
۲ با	5 35.	Any Web site that is funded in whole or in part	under this award must include the following state usive of documents) whose primary purpose is to	navigate the user to		
ر به با		interior content), and on any pages from which that provide results or outputs from the service:	a visitor may access or use r. Web-based service,	including any pages		
2 1 1	. ·	Office of Justice Programs, U.S. Department of	blicable) through a grant from the [insert name of Justice. Neither the U.S. Department of Justice t r, or necessarily endorse, this Web site (including nd any services or tools provided)."	nor any of its		
		The full text of the foregoing statement must be be included through a link, entitled "Notice of f statement.	e clearly visible on the home page. On other page Federal Funding and Federal Disclaimer," to the f	es, the statement may full text of the	, ,	
	36.	The recipient agrees to cooperate with any asser- requests, including, but not limited to, the provi activities within this project.	ssments, national evaluation efforts, or information ision of any information required for the assessme	on or data collection ent or evaluation of any		
	37.	Justification of consultant rate		:		
, <i>-</i>	i r I	Approval of this award does not indicate appro- justification must be submitted to and approved funds.	val of any consultant rate in excess of \$650 per da to the OJP program office prior to obligation or	ay. A detailed r expenditure of such		
	38.	employee of the award recipient at a rate that c: federal so vernment's Sonior Executive Service	not be used to pay cash compensation (salary plus xceeds 110% of the maximum annual salary pays (SES) at an agency with a Certified SES Perform usate an employee at a higher rate, provided the at al funds.)	able to a member of the nance Appraisal System		
		This limitation on compensation rates allowable discretion of the OJP official indicated in the p	e under this award may be waived on an individu regram announcement under which this award is	ual besis at the made.		
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	OJP FÓRM 40	00/2 (REV. 4-23)				
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	using t finanç later ti 40. The re of the	cipient agrees that it will submit quarterly the S7 425 Pederal Financial Report form ial-report), not later than 30 days after the han 90 days following the end of the awar cipient shall submit semiannual progress reporting periods, which are June 30 and	CONDITIONS y financial status reports to OJP on-line (at https:) (available for viewing at https://www.gsa.gov/fi e end of each calendar quarter. The final report s rd period. reports. Progress reports shall be submitted with December 31, for the life of the award. These re gh the Internet at https://grants.ojp.usdoj.gov/.	orms-library/federal- hall be submitted not nin 30 days after the end	
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PROJECT NUMBER 2019-VT-EX-K024	AWARD DATE 09/29/2019		
SPECIAL	CONDITIONS		
41. Within 45 calendar days after the end of any co	nference, meeting, retreat, seminar, symposium, total cost of which exceeds \$20,000 in award fun	training activity, or	
provide the program manager with the followir		us, niç recipient must	
1) name of event;			н
2) event dates;		•	
· · ·			
3) location of event;			
4) number of federal attendees;			
5) number of non-federal attendees;			,
6) posts of event space, including rooms for bra	ak-out sessions;		
7) costs of audio visual services;	· · ·		
8) other equipment costs (e.g., computer fees, t	-lbase fees):		
	cicpnone ices).		
9) costs of printing and distribution;		•	
(10) costs of meals provided during the event;		. ·	
11) costs of refreshments provided during the e	vent;		
12) costs of event planner;			
13) costs of event facilitators; and			
		· · ·	
14) any other costs associated with the event.			
The recipient must also itemize and report any	of the following attendee (including participants,	presenters, speakers)	
costs that are paid or reimbursed with cooperat		· · ·	
) meals and incidental expenses (M&IE portion	n of per diem);		
2) lodging;			
3) transportation to/from event location (e.g., c	ommon carrier, Privately Owned Vehicle (POV))	; and,	
4) local transportation (e.g., rental car, POV) a	• •		
	·	notion of the suscess	•
Note that if any item is paid for with registratic does not need to be reported.	n fees, or any other non-award funding, then that	portion of the expense	
	f this data, and how to determine costs, are availa	ible in the OJP	
Financial Guide Conference Cost Chapter.			•
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 on the OIP web site at https://oip.gov/findlug/Explore/FATA.htm (Avend condition: Reporting Subawards and Executive Compensation), and set incorporated by reference here. This condition, including its reporting requirement, does not apply to- (1) an award of less than 525,000, or (2) an event met's to an includual who meetived the sward as a natural person (i.e., unrelated to any business or non-profit crganization that he or she may own or operate in his or her neone). 42. Coopenating with OIP Monitoring. The recipient agrees to cooperate with OIP monitoring of this award pursuant to OIP's guidelines, protocols, and procedures, and to cooperate with OIP (including the grain ranager for his award and the OIP's coording site visits. The downrenglikine related to such motives and/or site visits. The downrenglikine related to such motive does method with the other two related or such motives and/or site visits. The downrenglikine related to such motive does method with or the recipient grain the recipient agrees to block to other and/or site visits. The downrenglikine related to such motive does method with the recipient grain to block presentation activities and the offer of CHe F francial does to the recipient in the orthogen table to the recipient grain the neogenetic with OIP anothering activities and the offer does to the orthogenetic board does method to the recipient agree to the recipient SDOI events including bat not limited to: withholdings and/or other recipient (is a DOI High Risk granice; or termination of an award(s). 44. The recipient agrees to back and report to BJA on its mining and technical assistance activities and deliverables programs using the guidance and format provided by BJA. 45. The award recipient agrees any licely back offer any technicing the requirements of J4 U.S.C. 10231 and 28 C.F.R. Per 22 and, any subrecipient is a this collection, use, and revisition of the recipient function contex and revisition of the avait approval, to		The men exec	recipient must comply with applicable require and, in certain circumstances, to report the utives of the recipient and first-tier subrecipient	airements to report first-tier subawards ("subgrant e names and total compensation of the five most h pients (first-tier "subgrantees") of award funds. T	highly compensated The details of recipient	
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		and agre	28 C.F.R. Part 22 that are applicable to coll cs, as a condition of award approval, to sub	lection, use, and revelation of data or information mit à Privacy Certificate that is in accord with re-	. The recipient further	
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	U.S. Department of Justice			
	Bureau of Justice Assistance	SHEET	PAGE 17 OF 18	
		Cooperative Agreement - · ·		
PROJECT NU	мбег. 2019-ут-вх-ко24	 AWARD DATE 09/29/2019		
	SPECIAL	CONDITIONS	• · · ·	
47.	Copyright; Data rights			
	The recipient acknowledges that OJP reserves a publish, or otherwise use, and authorize others (works), for Federal purposes: (1) any work subj and (2) any rights of copyright to which a recipisupport.	to use (in whole or in part, including in connecti ect to copyright developed under an award or s	ion with derivative ubaward (at any tier);	
	The recipient acknowledges that OJP has the rig produced under any such award or subaward; at such data for Federal purposes. "Data" include: 52.227-14 (Rights in Data - General).	nd (2) authorize others to receive, reproduce, pu	iblish, or otherwise use	
	It is the responsibility of the recipient (and of er of this condition are included in any subaward (nsure that the provisions	
	The recipient has the responsibility to obtain fro data necessary to fulfill the recipient's obligatio contractor, or subcontractor refuses to accept te bring such refusal to the attention of the OJP pr question without further authorization from the	ns to the Government under this award. If a pro rms affording the Government such rights; the r ogram manager for the award and not proceed v	oposed subrecipient, recipient shall promptly	
45.	Protection of human research subjects			
	The recipient (and any subrecipient at any tier) policies and procedures regarding the protection Review Board approval, if appropriate, and sub	n of human research subjects, including obtainn	R. Part 46 and all OJP nent of Institutional	
	Recipient integrity and performance matters:"R administrative proceedings to SAM and FAPIIS		ril, criminal, and	•••
	The recipient must comply with any and all app criminal, and administrative proceedings conne any other grant, cooperative agreement, or proc circumstances, recipients of OJP awards are rec System for Award Management (known as "SA (currently, "FAPIIS").	eted with (or connected to the performance of) urement contract from the federal government, urred to report information about such proceed	either this OJP award or Under certain ings, through the federal	
Į,	The details of recipient obligations regarding th criminal, and administrative proceedings to the "FAPIIS") within SAM are posted on the OJP v Recipient Integrity and Performance Matters, in reference here.	federal designated integrity and performance sy web site at https://oip.gov/funding/FAPIIS.htm i	ystem (currently, (Award condition:	
50.	Verification and updating of recipient contact in	nformation		
	The recipient must verify its Foint of Contact(P Representative contact information in GMS, int incorrect or has changed, a Grant Adjustment N (GMS) to document changes.	OC), Financial Point of Contact (PPOC), and A cluding telephone number and e-mail address.	If any information is	
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GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.							
1.1. State Agency Name		1.2. State Agency Address					
New Hampshire Departm	nent of Justice	33 Capitol Street, Conc	ord, NH 03301				
1.3. Subrecipient Name		1.4. Subrecipient Address	1 mm - 2 mm 4				
New Hampshire Coalition	Against Domestic and	PO Box 353, Concord,	NH 03301				
Sexual Violence 1.5 Subrecipient Phone #	1.6. Account Number	1.7. Com ⁻¹ in Date	1.8. Grant Limitation				
1.5 Subrecipient Phone #		C6/30/2001 21.8C	\$				
603-224-8893	1072-072-509073	lms	307,696				
1.9. Grant Officer for State Ager	ncy .	1.10. State Agency Telephone	Number				
Kathleen B. Carr		603-271-1234					
"By signing this form we certify including if applicable RSA 31:5		y public meeting requirement fo	or acceptance of this grant,				
1.11. Subrecipient Signature 1	<u> </u>	1.12. Name & Title of Subrec	ipient Signor 1				
lynn,	Anous	Lyn M. Scholle	H, Executive Director				
Subrecipient Signature 2 If Appl	icable	Name & Title of Subrecipient	Signor 2 <i>If Applicable</i>				
1.13. Acknowledgment: State of New Hampshire, County of Merrimacle, on // 14.19, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.							
1.13.1. Signature of Notary Pub	lic or Justice of the Peace						
(Seal) Dicimeta English							
1.13.2. Name & Title of Notary Public or Justice of the Peace							
Pamela English, Notary							
1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s)							
Kathleen Car Director & Rimin							
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)							
By: all weder Rehly hear Assistant Attorney General, On: // 1/572019							
1.17. Approval by Governor and	d Council (if applicable)						
By:		On: / /					
			hire, acting through the Agency				
identified in block 1.1 (hereinat	fter referred to as "the State"), t	he Subrecipient identified in blo	ock 1.3 (hereinafter referred to as				

"the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Rev. 9/2015

Subrecipient Initial(s):

Date: 11.14.19

- <u>AREA COVERED</u>, Except as otherwise specifically provided for herein, the 9.2. Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become 9.3. effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon 9.4. signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- <u>GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.</u> 9.5.
 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 10.
- attached hereto. 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.2. The maner of, and schedule of payment share cells set forth in EXTINIT B.
 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, 11. incurred by the Subrecipient in the performance hereof, and shall be the only, 11.1. and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and 11.1.1 notwithstanding unexpected circumstances, in no event shall the total of all 11.1.2 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3 set forth in block 1.8 of these general provisions.
- 6. <u>COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS</u>. 11.2. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or 11.2. municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
- 7. <u>RECORDS and ACCOUNTS</u>.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in 11.2.2 connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often 11.2.3 as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data 12. (as that term is hereinafter defined), and other information relating to all matters
- covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
- 8. PERSONNEL
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to 12.2. perform the Project. The Subrecipient warrants that all personnel engaged in the "Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, 12.3. subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or 8.3. appointed.
- The Grant Officer shall be the representative of the State hereunder. In the event 12.4. of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and 13. things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

No data shall be subject to copyright in the United States or any other country by anyone other than the State.

On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

- EVENT OF DEFAULT REMEDIES
- Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 1.1 Failure to perform the Project satisfactorily or on schedule; or
- 1.2 Failure to submit any report required hereunder; or
- .1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 1.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - 2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 1.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 1.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - TERMINATION.
 - I. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
 - .3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
 - 4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
 - <u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

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Subrecipient Initial(s): LMS Date: 11.14.19 in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- 14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and 18. are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees
- ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, 15. or otherwise transfer any interest in this Agreement without the prior written 19. consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold 20. harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out 21. of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement. 22
- 17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or 23. shall require any subcontractor, subgrantee or assignce performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- personal interest or the interest of any corporation, partnership, or association 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding the successors and assignces. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this . Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. . . The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initial(s): Date:

EXHIBIT A

-SCOPE OF SERVICES-

- The New Hampshire Coalition Against Domestic and Sexual Violence as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for activities surrounding the Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant, including the Project Director, Community Engagement Activities, and the Evaluation Consultant.
- 2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.
 - 3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
 - 4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
 - All correspondence and submittals shall be directed to: NH Department of Justice Grants Management Unit 33 Capitol Street Concord, NH 03301 603-271-1261 or Tanya.Pitman@doj.nh.gov.

Subrecipient Initials <u>LMS</u> Date <u>11.14.19</u>

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EXHIBIT B

-METHOD OF PAYMENT-

- 1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
- 2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
- 3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$307,696.00 of the total Grant Limitation from Governor and Council approval to **ex 30**, at , with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and upon federal approval the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after (3) (3) + 12/31/22 if an extension is granted.

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-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Special Conditions, which are subject to annual review.

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2019-VT-BX-K024 SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized subrecipient official. Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the subrecipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31, U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP. The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm. Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include

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performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333. In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact NHDOJ promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who

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<u>EXHIBIT C</u>

are or will be involved in activities under this award of both----

(1) this award requirement for verification of employment eligibility, and (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United

States, and the Commonwealth of the Northern Mariana Islands. D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate

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any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email EVerify at <u>E-VerifyEmployerAgent@dhs.gov</u>. Questions about the meaning or scope of this condition should be directed to NHDOJ, before award acceptance.

7. Requirement to report actual or imminent breach of personally identifiable information (PII)

The subrecipient (at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB

Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

8. All subawards ("subgrants") must have specific federal authorization The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the

Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a

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<u>EXHIBIT C</u>

procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

10. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on

firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2: Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant

recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or

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activity (or to provide such goods or services) in future:

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

11. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Determination of suitability to interact with participating minors SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.

The subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent

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DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award -The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15.1 **OJP Training Guiding Principles**

Any training or training materials that the subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at

https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

16. Effect of failure to address audit issues

The subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as. appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Potential imposition of additional requirements 17.

The subrecipient agrees to comply with any additional requirements that may be imposed by the NHDOJ or US DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination -28 C.F.R. Part 42.

The subrecipient (subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination -28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis

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of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faithbased or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at

https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.) Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of

Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at

https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a

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recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting potential fraud, waste and abuse and similar misconduct. The subrecipient ("subgrantee") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award --(1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

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

no Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this award, the subrecipient
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit

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resumption of) such obligations only if expressly authorized to do so by that agency.

- b. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-
 - i. it represents that— it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

25. The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate)

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for guidance.

26. Encouragement of policies to ban text messaging while driving Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ If the subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to NHDOJ and OJP by email at

OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following:

1. The federal awarding agency that currently designates the subrecipient high risk,

2. The date the subrecipient was designated high risk,

3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and

4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The subrecipient must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP).

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure

that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at <u>www.lep.gov</u>.

29. Required attendance at BJA-sponsored events The subrecipient (at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

30. The subrecipient agrees to submit to NHDOJ for review and BJA approval of any

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curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements:

> "This project was supported by Grant No. 2019-VT-BX-K024 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

31. Any Web site that is funded in whole or in part under this award must include the following statement on the home

page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

32. The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

33. Justification of consultant rate Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

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34. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

35. This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

36. The subrecipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award.

37. Within 30 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the subrecipient must provide the NH DOJ grant manager with the following information and itemized costs:

1) name of event;

2) event dates;

3) location of event;

4) number of federal attendees;

5) number of non-federal attendees;

6) costs of event space, including rooms for break-out sessions;

7) costs of audio visual services;

8) other equipment costs (e.g., computer fees, telephone fees);

9) costs of printing and distribution;

10) costs of meals provided during the event;

11) costs of refreshments provided during the event;

12) costs of event planner;

13) costs of event facilitators; and

14) any other costs associated with the event.

The subrecipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);

2) lodging;

3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,

4) local transportation (e.g., rental car, POV) at event location.

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Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense

does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

38. Cooperating with OJP Monitoring

The subrecipient agrees to cooperate with NHDOJ and OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subrecipient agrees to provide to NHDOJ and OJP all documentation necessary for NHDOJ and OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the subrecipient agrees to abide by reasonable deadlines set by NHDOJ or OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subrecipient as a DOJ High Risk grantee; or termination of an award(s).

39. The subrecipient agrees to track and report to NHDOJ on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

40. The award subrecipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

41. Confidentiality of data

The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

42. Copyright; Data rights

The subrecipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier);

and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

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<u>EXHIBIT C</u>

The subrecipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The subrecipient has the responsibility to obtain from contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the subrecipient shall promptly bring such refusal to the attention of the NHDOJ grant manager for the award and not proceed with the agreement in question without further authorization from the NHDOJ and OJP program office.

43. Protection of human research subjects

The subrecipient (at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent. Subrecipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS. The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition:

Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

44. Recipient certifies that it does not promote, support, or advocate the legalization or practice of prostitution, nor will it use grant funds or program match funds to promote, support, or advocate the legalization or practice of prostitution.

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The subrecipient is authorized to incur obligations, expend, and draw down funds for 45. travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award.

The subgrantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove.

The Subrecipient agency agrees that, should they employ a former member of the NH 46. Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.,

47. Equipment purchased with these funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal funds, and location. The Subrecipient agrees that the title to any equipment purchased with the funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the program purposes for which it was acquired.

48. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit.

49. Subrecipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at https://www.doj.nh.gov/grants-management/civilrights.htm.

The subgrantee, if a non-profit organization, agrees to make its financial statements 50. available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such

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organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

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

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

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

52. Certification Regarding EEOP Required:

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

I have read and understand all 52 special provisions contained in this document: Lyn M. ScheHett, Executive Director

Name and Title of Authorized Representative 1.14.19 Signature Date

Name and Address of Agency

New Hampshire Coalition Against Domestic & Sexual Violence PO Box 353 Concord, NH 03302-0353

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<u>EXHIBIT D</u>

EEOP Reporting

1, <u>An M. Scheflett</u> [responsible official], certify that fle NH Coalition <u>Against Denoctre & Second Violance [recipient]</u> has completed the EEO reporting tool certification form at: <u>https://ojp.gov/about/ocr/faq_eeop.htm</u> on <u>10-2.3-19</u> [Date] And that <u>Marie Linebargh</u>, <u>Program Director</u> [responsible official] has completed the EEOP training at <u>https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm</u> on: <u>9-19-17</u> [date]

I further certify that:

MENH Coalt + im Accelest Demostric 4 Sexial Via lonce [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

in Schould Signature

Date: 11. 14.19

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EXHIBIT E

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local

funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3)

http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm.

Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The MH Coalt in Ag Domatic & Sexual Vis leix (Applicant) certifies that any funds awarded through grant number _____ 2019-VT-BX-K024 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The NH Coc. li Hon Ag Domestry Sex al Vic Lence (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: MYN M. SCHOUETT, EXECUTIVE DAECTOR Signature: Ann Achourt Subrecipient Initials <u>11.14.19</u> Date <u>LMS</u>

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NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND **OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE** REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Page 26 of 29

Subrecipient Initials <u>LMS</u> Date <u>11.14.19</u>

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

Page 27 of 29

Subrecipient Initials LMS Date 11.14.19

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650: A. The Applicant certifies and assures 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 its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The Applicant'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 award 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 award, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

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Subrecipient Initials LMS Date <u>11.14.19</u>

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530; For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award; (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g)Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Name and Title of Head of Agency

Signature

11.14.19 Date

Name and Address of Agency

New Hampshire Coalition Against Domestic & Sexual Violence PO Box 353 Concord, NH 03302-0353

Subrecipient Initials <u>LM5</u> Date 11.14.19

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 registered to transact business in New Hampshire on April 30, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63838

Certificate Number : 0004493360



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April A.D. 2019.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I, Lindsay Nadeau, Chair of the Board of Directors, 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 November 28, 2017: (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 14th day of November, 2019. (Date Contract Signed)

4. __Lyn M. Schollett_____ is the duly elected _Executive Director_____ (Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Officer) Chair, NHCADSV

STATE OF NEW HAMPSHIRE County of Merrimack

The forgoing instrument was acknowledged before me this _14_ day of _November, 2019___,

By ____Lindsay Nadeau___

(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _9-18-2024___



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INF CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGA BELOW. THIS CERTIFICATE OF INSURANCE DOES REPRESENTATIVE OR PRODUCER, AND THE CERT	ATIVELY AMEND, EXTEN NOT CONSTITUTE A CO IFICATE HOLDER	ID OR ALTER THE C ID OR ALTER THE C	OVERAGE A	FFORDED BY THE POLICIE NG INSURER(S), AUTHORIZI	S ED
IMPORTANT: If the certificate holder is an ADDITION If SUBROGATION IS WAIVED, subject to the terms a	nd conditions of the pol	icy, certain policies			
this certificate does not confer rights to the certifica	ite holder in lieu of such		-!	<u> </u>	
PRODUCER	}	NAME: LICUTION		FAX (B)	21 002 7499
E & S Insurance Services LLC		(A/C, No. Ext): (000)		(A/C, No): (01)3) 293-7188
21 Meadowbrook Lane	· · ·	ADDRESS: eleanorsp	inazzola@esin	surance.net	
P O Box 7425				DING COVERAGE	NAIC #
Gilford	NH 03247-7425	INSURER A :	nerican Insurar		GAIG
INSURED		INSURER B: Liberty M	lutual Agency (Corporation	
NH Coalition Against Domestic and Sexual Vic	olence, DBA: NHCADSV	INSURER C :			
PO Box 353		INSURER D :			
		INSURER E :			1
Concord	NH 03302	INSURER F :			
COVERAGES CERTIFICATE NU	JMBER: 2019			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE L INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TER CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSU EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS	M OR CONDITION OF ANY C RANCE AFFORDED BY THE	CONTRACT OR OTHER POLICIES DESCRIBEI REDUCED BY PAID CL	DOCUMENT V D HEREIN IS SI AIMS.	MTH RESPECT TO WHICH THIS	
INSR TYPE OF INSURANCE INSO WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
					1,000,000
				PREMISES (Ealoccumince)	100,000
				MED EXP (Any one person) \$	5,000
	WAC5464236-18	05/15/2019	05/15/2020	PERSONAL & ADV INJURY \$	1,000,000
GEN'LAGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$	2,000,000
				PRODUCTS - COMP/OP AGG \$	2,000,000
				\$	
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$	100,000
OTUA YMA				BODILY INJURY (Per person) \$	
A OWNED SCHEDULED	WAC5464236-18	05/15/2019	05/15/2020	BODILY INJURY (Per accident) \$	
AUTOS ONLY AUTOS HIRED NON-OWNED				PROPERTY DAMAGE	
				(Per socident) \$	
				EACH OCCURRENCE \$	1,000,000
	UMB8234007-11	05/15/2019	05/15/2020	ENCIL OCCUMULATE	1,000,000
CLAIMS-MADE				AGGREGATE	<u> </u>
DED RETENTION \$ 10,000					
AND EMPLOYERS' LIABILITY Y/N					500,000
	WC5-31S-604577-019	05/15/2019	05/15/2020	EL BACHACCIDENT	500,000
(Mandatory in NH)			•	EL DISEASE · EX EMPLOTEE 1	500.000
DÉSCRIPTION OF OPERATIONS below	,			E.L. DISEASE - POLICY UMIT \$	
		-		, I	
	Additional Provider Print 4				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101,	, Auditional Remarks Schedule, r	may be attached if more sy	pace is required)		
				-	
CERTIFICATE HOLDER		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. 33 Capitol Street					
Concord	NH 03301		Farles	of Kennesely	
		<u> </u>	© 1988-2015	ACORD CORPORATION. AI	I rights reserved

ACORD 25 (2016/03)

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NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE

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AUDITED FINANCIAL STATEMENTS June 30, 2019 and 2018

> SINGLE AUDIT REPORTS June 30, 2019

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS 46 N. STATE STREET CONCORD, NEW HAMPSHIRE 03301 TELEPHONE (603) 228-5400 FAX # (603) 226-3532

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

MEMBER AMERICAN INSTITUTE OF

CERTIFIED PUBLIC ACCOUNTANTS

Report on the Financial Statements

We have audited the accompanying 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, 2019 and the related statement of activities and changes in net assets, 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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, 2019 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 2018 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 19, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other information

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 Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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 and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other additional 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 4, 2019, 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 solely 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 the effectiveness of the New Hampshire Coalition Against Domestic and Sexual Violence's 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 control over financial control over financial control over finance.

Rowle & Associater, PC

Rowley & Associates, P.C. Concord, New Hampshire October 4, 2019

New Hampshire Coalition Against Domestic and Sexual Violence Statement of Financial Position June 30, 2019 With Comparative Totals for June 30, 2018 See Independent Auditors' Report

ASSETS	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2019	2018
ASSEIS				
<u>CURRENT ASSETS</u>			•	
Cash and Cash Equivalents	\$ 364,045	\$ 46,760	\$ 410,805	\$ 557,853
Grants Receivable	1,881,645	-	1,881,645	1,527,457
Prepaid Expenses	19,916		. 19,916	20,421
Total Current Assets	2,265,606	46,760	2,312,366	2,105,731
PROPERTY AND EQUIPMENT		-		
Land	-	•	-	52,143
Building	-	-	-	267,592
Equipment	14,654	-	14,654	114,179
Building and Leasehold Improvements	27,719	-	27,719	53,455
	42,373	.	42,373	487,369
Less Accumulated Depreciation	(9,494)	-	(9,494)	(237,534)
Total Property and Equipment, Net	32,879		32,879	249,835
LONG-TERM ASSETS Cash and Cash Equivalents Designated				
	250 655		350,655	
for Long-Term Investment	350,655	-		-
Security Deposit	6,213	·•	6,213	6,213
Total Long-Term Assets	356,868		356,868	6,213
Total Assets	\$ 2,655,353	\$ 46,760	<u>\$ 2,702,113</u>	\$ 2,361,779
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current Portion of Long-Term Debt	s -	s -	s -	\$ 6,354
Accounts Payable	- 1,587,493	-	1,587,493	1,230,380
Accrued Expenses	103,664	-	103,664	105,157
Federal Taxes Payable	1,428		1,428	-
Total Current Liabilities	1,692,585		1,692,585	1,341,891
LONG-TERM LIABILITIES				
Long-Term Debt, Net of Current Portion		<u> </u>	·	31,508
NET ASSETS				
Without Donor Restirction	962,768	<u>`</u>	962,768	949,400
With Donor Restriction	702,708	- 46,760	46,760	38,980
Total Net Assets	962,768	46,760	1,009,528	988,380
Total Liabilities and Net Assets	\$ 2,655,353	\$ 46,760	\$ 2,702,113	\$ 2,361,779

New Hampshire Coalition Against Domestic and Sexual Violence Statements of Activities and Changes in Net Assets Year Ended June 30, 2019, With Comparitive Totals for Year Ended June 30, 2018 See Independent Auditors' Report

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	2019	2018
SUPPORT AND REVENUE				
Grant Revenue	\$ 7,493,193	\$ 87,220	\$ 7,580,413	\$ 6,388,663
Contributions	204,789	-	204,789	233,980
Donated Services	106,680	-	106,680	129,417
Gain on Sale of Property and Equipment	19,018	-	19,018	-
Miscellaneous Income	36,182	<u> </u>	36,182	23,338
Total Support and Revenue	7,859,862	87,220	7,947,082	6,775,398
NET ASSETS RELEASED FROM RESTRICTIONS Net Assets Released from Donor Imposed Restriction	79,440	(79,440)		<u> </u>
EXPENSES				
Program Services	7,783,527	-	7,783,527	6,653,578
Management and General	112,718	-	112,718	112,249
Fundraising	29,689	-	29,689	20,707
Total expenses	7,925,934	<u> </u>	7,925,934	6,786,534
INCREASE (DECREASE) IN NET ASSETS	13,368	7,780	21,148	(11,136)
NET ASSETS AT BEGINNING OF YEAR	949,400	38,980	988,380	999,516
NET ASSETS AT END OF YEAR	<u>\$ 962,768</u>	<u>\$ 46,760</u>	\$ 1,009.528	\$ 988,380.

Notes to Financial Statements -4New Hampshire Coalition Against Domestic and Sexual Violence

Statement of Functional Expenses

Year Ended June 30, 2019

With Comparative Totals for Year Ended June 30, 2018

See Independent Auditors' Report

· .	Program Services	Management & General	Fundraising	Total 2019	Total 2018
Salaries	\$ 971,527	\$ 66,056	\$ 17,622	\$ 1,055,205	\$ 1,114,419
Payroll taxes	78,304	5,324	1,420	85,048	89,530
Health and Dental Insurance	91,266	6,205	1,655	99,126	86,950
Other Employee Benefits	31,571	• 2,147	572	34,290	·37,090
Professional Services	126,638	8,610	2,297	137,545	179,140
Contract/Grant Services	5,749,544	-	-	5,749,544	4,707,965
Survivor Grants	253,628	-	-	253,628	109,630
Memberships	3,985	271	72	4,328	3,559
Publications	1,186	81	21	1,288	1,116 .
Advertising/Public Awareness	3,404	231	62	3,697	401
Copying	3,132	213	57	3,402	4,642
Office Supplies	38,424	2,612	697	41,733	48,452
Postage	5,389	366	98	5,853	4,670
Printing	7,264	494	132	7,890	11,573
Equipment & Moving	3,150	214	57	3,421	12,952
Maintenance & Repair	42,204	2,870	766	45,840	34,334
Rent Expense	76,211	5,182	1,382	82,775	23,599
Interest	474	32	9	515	2,054
Parking	6,589	448	120	7,157	4,094
Insurance	7,547	513	137	8,197	12,104
PMC Partial Reimbursement	1,335	91	24	. 1,450	1,300
Staff Development	23,713	1,612	430	25,755	17,399
Travel	47,478	3,228	861	51,567	55,791
Telephone	46,846	3,185	850	50,881	37,607
Utilities	· 346	24	6	376	8,950
Miscellancous	-	-	-	-	1,410
AVAP Miscellaneous Expense	59,891	-	-	59,891	63,181
AVAP Member Training/Education	4,621	•	·	4,621	6,376
Direct Training	48,589	· –	-	48,589	47,172
Community Education	30,441	-	-	30,441	35,878
Depreciation Expense	6,982	475	127	7,584	10,773
Accounting Fees	11,848	806	215	12,869	12,423
Federal Taxes	-	1,428	-	1,428	•
Total Expenses	\$ 7,783,527	\$ 112,718	\$ 29,689	\$ 7,925,934	\$ 6,786,534

New Hampshire Coalition Against Domestic and Sexual Violence Statements of Cash Flows Years Ended June 30, 2019 and 2018 See Independent Auditors' Report

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	\$ 21,148	\$ (11,136)
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities		
Depreciation	7,584	10,773
Gain on Sale of Property and Equipment (Increase) Decrease in Operating Assets:	(19,018)	-
Grants Receivable	(354,188)	(210,824)
Prepaid Expenses	505	. (8,905)
Security Deposit	-	(6,213)
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	357,113	115,091
Accrued Expenses	(1,493)	20,654
Federal Taxes Payable	1,428	-
NET CASH PROVIDED (USED) BY OPERATING ACTIVITES	13,079	(90,560)
CASH FLOWS FROM INVESTING ACTIVITIES		
Net Proceeds on Sale of Property and Equipment	228,390	-
Acquisition of Property and Equipment NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	228,390	(39,275) (39,275)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES		(39,273)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of Long-Term Debt	(37,862)	(6,045)
NET CASH USED BY FINANCING ACTIVITES	(37,862)	(6,045)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	203,607	(135,880)
CASH AND CASH EQUIVALENTS, AT BEGINNING OF YEAR	557,853	693,733
CASH AND CASH EQUIVALENTS, AT END OF YEAR	\$ 761,460	\$ 557,853
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for: . Interest	<u>\$515</u>	\$ 2,054
Donated Services	\$ 106,680	\$ 129,417

Notes to Financial Statements

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Coalition is a private, non-profit, tax-exempt organization committed to ending domestic and sexual violence. The Coalition serves as a coordinating organization for its 13 member agency crisis centers that in turn provide services to survivors of sexual assault, domestic violence, human trafficking, and stalking. Twelve of the Coalition's member agencies are autonomous, private, non-profit organizations with their own mission, structure, and board of directors; one is a university-based program. The Coalition receives 97% of its funding from federal and state agencies and less than 1% from private fundraising.

The Vision of the Coalition is:

A'll New Hampshire communities provide safety for every person.

The Mission of the Coalition is:

The New Hampshire Coalition Against Domestic & 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 13 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.

To elaborate on the above mission and vision statements, the Coalition supports member agency staff with specialized training, resources and technical assistance; convenes member agency staff to facilitate shared learning and peer support; and collects and disseminates best practices and current information. The Coalition supports the development of new services and serves as a statewide clearinghouse and coordinating organization related to victim services. It administers state and federal contracts that provide funding for its member programs.

Coalition staff provide education and training to court and law enforcement officials and attorneys, and collaborate 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. Coalition staff participate on numerous statewide boards and commissions to advocate for effective responses to victims.

The Coalition's Public Affairs staff work closely with other advocacy groups, legislators and survivors to draft legislation, organize testimony, and advocate for policy changes throughout the legislative 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; law enforcement and courts; privacy and personal information; healthcare; and economic justice.

Coalition staff also provide resources and sources for responsible news media and reporting. Coalition staff create and distribute statewide communications materials to raise awareness about sexual assault, domestic violence, prevention and services available to victims.

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

Nature of Activities (Continued)

The Coalition plays a key leadership role in efforts to prevent domestic and sexual violence throughout New Hampshire. Coalition staff collaborate with state and local entities to support policies and practices to advance effective prevention education. Coalition staff are proactive in educating the public about the causes and effects of domestic and sexual violence and stalking and as well as services available across the state. The Coalition has sponsored research on the prevalence of violence in New Hampshire.

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) founded in 1994 is a multi-agency collaboration housed by the Coalition that ensures that direct services are available to victims of domestic and sexual violence and stalking throughout New Hampshire. 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.

Members of the AmeriCorps Victim Assistance Program are placed throughout New Hampshire at member agencies, 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. Currently, AVAP members are focusing their advocacy efforts on providing financial literacy and housing services to survivors of domestic violence, sexual assault, and stalking. AVAP members are trained in the AllState Foundation's Moving Ahead through Financial Management curriculum which they use in one-on-one sessions and in financial literacy workshops focused on an array of topics from basic budgeting to checking a credit report. Members also provide information and facilitate referrals to local financial and housing services.

Sexual Assault Nurse Examiner (SANE) Program

A Sexual Assault Nurse Examiner (SANE) 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 in a sexual assault prosecution. Coalition staff are responsible for training and 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 Family Violence Prevention Specialist Program

Research shows a high correlation (40-60%) between the perpetration of domestic violence and the perpetration of child abuse and neglect 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.

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

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 (FVPSs) are employed by local member agencies of the Coalition, and are co-located at local DCYF District Offices. The FVPSs are a source of assistance and training to child protective service workers 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.

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.

Basis of Presentation

The Coalition reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions - These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services raising contributions, and performing administrative functions.

Net assets with donor restrictions - These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

Basis of Accounting

The financial statements of the Coalition have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables and other liabilities.

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 net assets without donor restriction if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restriction. When a restriction expires, net assets with donor restriction are reclassified to net assets without donor restriction.

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

Contributed Services

During the years ended June 30, 2019 and 2018, the value of contributed services relating to printing, community education, direct training and professional fees were \$106,680 and \$129,417, respectively. Contributions received are recorded as with or without donor 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.

Compensated Absences

Employees of the Coalition are entitled to paid vacation depending on job classification, length of services, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of June 30, 2019 and 2018 in the amounts of \$63,255 and \$63,017, respectively.

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 \$2,500 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 contributions without donor restriction 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 net assets with donor restriction to net assets without donor restriction 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, 2019 and 2018 was \$7,735 and \$10,773, respectively.

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

Income taxes

The Coalition has been notified by the Internal Revenue Service that it is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code. The Coalition is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Coalition are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Coalition follows guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition of tax positions taken or expected to be taken in a tax return.

All significant tax positions have been considered by management. Based on the results of this evaluation it was determined that the Coalition has unrelated business income in accordance with The Tax Cuts and Jobs Act (TCJA) provisions specific to tax-exempt organizations beginning in 2018. The TCJA provides that unrelated business income includes expenses paid or incurred for qualified transportation fringe benefits such as the parking benefits provided to employees of the Coalition. UBIT related to parking benefits was \$1,428 for the year ended June 30, 2019.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Coalition considers all highly liquid investments (shortterm 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, 2019 and 2018.

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 lobbying or attempting to influence legislation, 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 \$2,061 and \$4,634 at June 30, 2019 and 2018, respectively.

Concentration of Credit Risk

The Coalition maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Coalition may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Coalition. At June 30, 2019 and 2018 the Coalition had uninsured cash balances of \$0 and \$174,712, respectively.

Subsequent Event

Management has evaluated subsequent events through October 4, 2019, 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 other subsequent events matching this criterion occurred during this period.

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

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Coalition's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Financial Instruments

The carrying value of cash and cash equivalents, grants receivable, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2019 and 2018, which approximates fair value due to the relatively short maturity of these instruments.

Reclassifications

Certain financial statement and note information from the prior year financial statements has been reclassified to conform with current year presentation format.

New Accounting Pronouncement

During the year ended June 30, 2019, the Coalition adopted the requirements of the Financial Accounting Standards Board's Accounting Standards Update No. 2016- 14---Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities (ASU 2016- 14). This Update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return between not-for-profit entities. A key change required by ASU 2016-14 is the net asset classes used in these financial statements. Amounts previously reported as unrestricted net assets are now reported as net assets without donor restrictions and amounts previously reported as temporarily restricted net assets are now reported as net assets without donor restrictions.

The accompanying information from the 2018 financial statements has been restated to conform to the 2019 presentation and disclosure requirements of ASU 2016-14.

NOTE B - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of funds received by the Coalition, restricted as to use or time. The restrictions are considered to expire when payments are made. As of June 30, 2019 and 2018 respectively, the net assets with donor restrictions are available for the following purpose:

	2019	2018
NH Charitable Foundation	\$ 20,310 ·	\$ 24,282
Endowment for Health	5,500	-
Allstate	20,950	14,311
Verizon Respect Week		387
Total	<u>\$ 46.760</u>	<u>\$ 38,980</u>

NOTE C – LONG-TERM NOTES

As of June 30, 2019 and 2018, long-term debt consists of the following:

	2019	2018
Mortgage Note, Payable to Merrimack		
County Savings Bank, Interest at 4.99%,		
with Monthly Payments of \$675 including		
Principal and Interest. Paid in full August 2019.	\$ -	\$ 37,862
Less Current Portion		<u> </u>
Total Long Term Debt	<u>\$</u>	<u>\$ 31.508</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 May 20, 2020 and automatically renews annually. Interest is stated at the Wall Street Journal prime rate plus .5%, which resulted in interest rates of 5.75% and 5.50% as of June 30, 2019 and 2018, respectively. The line of credit is secured by all business assets. There were no borrowings against the line as of June 30, 2019 and 2018.

NOTE E – DESCRIPTION OF LEASING ARRANGEMENTS

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

The Coalition entered a ten-year lease agreement for office space and parking spaces on March 1, 2018, expiring in 2028. Annual rent is \$74,556 with 4% annual escalations each year on the anniversary of the lease term. Annual parking is \$7,800 with no more than 2% annual increases. The future minimum lease payments on this agreement as of June 30 are:

2020	\$ 86,372
2021	89,515
2022	92,784
2023	96,183
2024	99,719
Thereafter	<u>397,755</u>
Total	<u>\$ 862.328</u>

Rent expense related to the lease was \$82,777 and \$23,599 for the years ended June 30, 2019 and 2018 respectively. Parking expense of \$7,800 and \$2,600 is included in travel expense for the years ended June 30, 2019 and 2018, respectively.

NOTE F – 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, 2019 and 2018 totaled \$22,960 and \$21,572, respectively.

NOTE G - FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Coalition 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:

		Significant Other
	•	Observable Inputs
<u>2019</u>	<u>Fair Value</u>	(Level 2)
Grants Receivable	<u>\$1,881,645</u>	<u>\$1,881,645</u>
<u>2018</u>		
Grants Receivable	<u>\$1.527.457</u>	<u>\$1.527.457</u>

The fair value of grants receivable are estimated at the present value of expected future cash flows.

NOTE H – BOARD DESIGNATED NET ASSETS

The Coalition has net assets designated for various future needs. These funds are comprised of the following as of June 30:

	<u>2019</u>	<u>2018</u>
Fund for Grace	\$ 72,386	\$ 85,193
Operating Reserve	148,665	148,665
	<u>\$_221.051</u>	<u>\$ 233,858</u>

NOTE I - LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

The Coalition has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Coalition's primary source of support is grants. That support is held for the purpose of supporting the Coalition's budget. The Coalition had the following financial assets that could be readily made available within one year to fund expenses without limitations:

Cash and Cash Equivalents	<u>2019</u>	<u>2018</u>
Grants Receivable, net of	\$ 410,805	\$ 57,853
Grants Payable	302,985	306,951
Less Amounts:	<u>(46,760)</u>	<u>(38,980)</u>
With Donor Imposed Restriction	<u>\$ 667,030</u>	<u>\$_825,824</u>

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS 46 N. STATE STREET CONCORD, NEW HAMPSHIRE 03301 TELEPHONE (603) 228-5400 FAX # (603) 226-3532

MEMBER OF THE PRIVATE COMPANIES PRACTICE SECTION

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, 2019, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 4, 2019.

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.

Rowly & Surciater, PU

Rowley & Associates, P.C. Concord, New Hampshire October 4, 2019

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MEMBER OF THE PRIVATE COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

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

Report on Compliance for Each Major Federal Program

We have audited New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the types of compliance requirements described in the *OMB 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, 2019. 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 federal statutes, regulations, and the terms and conditions of its federal awards 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 the audit requirements of Title 2 U.S. *Code of federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance 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, 2019.

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 the Uniform Guidance, 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 is a network of a federal program will not be prevented, or a combination of deficiencies, in internal control over compliance is a deficiency over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance is a deficiency 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 the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Kowle a Associater, PC

Rowley & Associates, P.C. Concord, New Hampshire October 4, 2019

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SECTION I – SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of the New Hampshire Coalition Against Domestic and Sexual Violence were prepared in accordance with GAAP.

2. No reportable conditions relating to the audit of the financial statements are reported in the Independent Auditor's Report. No material weaknesses are reported.

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 in internal control over major federal award programs are reported in the . Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance. No Material weaknesses are reported.

5. The auditor's report on compliance for the major federal award programs for New Hampshire Coalition Against Domestic and Sexual Violence expresses an unmodified opinion on all major federal programs.

6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.

7. The programs tested as a major programs were:

Victims of Crime Act	16.575
Family Violence Prevention Service Act	93.556

8. The threshold for distinguishing Types A and B Programs was: \$750,000.

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.

<u>SECTION III – FINDINGS AND QUESTIONED COSTS: FEDERAL AWARD PROGRAMS</u> <u>AUDIT</u>

No matters were reported.

New Hampshire Coalition Against Domestic and Sexual Violence

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2019

Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of Justice:				
Direct Program - Violence Against Women Act of 2000	16.556		-	243,378
Pass-Through Programs from State of NH Department of Justice:				
VAWA, SASP	16.017	2019SASP01	5,709	5,709
VAWA, SASP	16.017	2018SASP01	338,025	338,025
VAWA, SAJI	16.017	2016SAJ101	-	120
VOCA, PMC Subcontracts	16.575	2019VOC31	1,988,498	1,988,498
VOCA, Training	16.575	2019VOC31	-	14,035
VOCA, SA	16.575	2018VOC49	125,603	286,611
VOCA, CA	16.575	2018VOC47	-	41,936
VOCA, DV	. 16.575	2018VOC48	465,879	475,458
VOCA, Supplemental	16.575	2019VOC59	252,464	272,322
VOCA,	16.575	2018VOC31	-	192,576
VAWA, STOP	16.588	2018W090	-	78,075
VAWA, STOP	16.588	2019W090	-	79,517
Total Pass-Through Programs			3,176,178	3,772,882
TOTAL U.S. DEPARTMENT OF JUSTICE			3,176,178	4,016,260
U.S. Department of Health and Human Services:				
Direct Program - Family Violence Prevention Services Act	93.591		-	207,706
Direct Program - Family Violence Prevention Services Act Pass-Through Programs from State of NH Department of HHS:	93.591		-	77,569
Sexual Violence Prevention	93.136	102-500731	229,457	322,427
Family Violence Prevention Services Act	93.671	155510 B001	868,580	888,580
Total Pass-Through Programs			1,098,037	1,211,007
TOTAL U.S. DEPARTMENT OF HEALTH & HUMAN SERVICE	S		1,098,037	1,496,282
Corporation for National & Community Services:				
Pass-Through from Volunteer NH!				
AmeriCorps Victim Assist Program	94.006		<u> </u>	219,540
TOTAL EXPENDITURES OF FEDERAL AWARDS		•	\$ 4,274,215	\$ 5,732,082

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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, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). 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 the Uniform Guidance, *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:

Program Title	Federal CFDA #	Amount Provided
Sexual Assault Services Program	16.017	\$ 343,734
Victims of Crime Act	16.575	2,832,444
Sexual Violence Prevention	93.136	229,457
Family Violence Prevention Services Act	93.671	868,580
		\$4.274.215

NOTE D – INDIRECT COST RATE

The New Hampshire Coalition Against Domestic and Sexual Violence has not elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.



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Key Employee for the project is the Project director. She has not started her position at NHCADSV. The salary is anticipated to be \$49,900.

The project director job description is not complete. Description of duties is attached and finalized job description will be forthcoming when the position starts in January 2020.

Rebecca S. Ayling inte¹

Education

Master of Social Work

University of New Hampshire, School of Social Work, Durham, New Hampshire University of Maryland, Baltimore, Maryland

Bachelors of Science in Psychology

Supporting Program: International Development **Minor: Leadership** North Central University, Minnesota

TEFL Certificate (120 Hour Course) Samui TEFL, Thailand

Employment

Position: Project Director NH Human Trafficking Collaborative Task Force

New Hampshire

This is a grant-based position and I am responsible for facilitating the state's Task Force, managing the grant, strategizing with key partners on the state's collaborative response to combatting human trafficking, strategizing with key partners to effectuate grant goals, and execute portions of the grant alongside law enforcement and victim service providers. This role also entails:

- Developing and maintaining strategy for a statewide response to human trafficking .
- Training key partners, professionals and community members across the state of New Hampshire .
- Completing grant reports and working with the program evaluator to gather data and assess the work being done to respond to trafficking in New Hampshire
- Facilitating the statewide Task Force, committees and project groups
- Guest lecturing at universities (UNH, Plymouth State University, UNE)
- Position: Manager, Human Trafficking Response Program Waypoint

Manchester, NH

This position is an extension of the Senior Intensive Case Manager position outlined below with the advanced responsibilities of supervising two intensive case managers providing victim services to those who have experienced human trafficking. This can include program development, assessment and problem solving; ongoing professional development for the case managers as well as annual reviews; and ad hoc support of clients to support case managers or fill in as needed.

Position: Senior Intensive Case Manager 2017

Waypoint (formerly Child and Family Services of NH)

Manchester, NH

During the initial months, responsibilities were slightly different from normal (see below). These included:

- Designing and developing policies and procedures for this new program;
- In cooperation with stakeholders, developing a realistic and strategic plan to ensure victims of human trafficking are provided with a comprehensive, safe, consistent service, driven and directed by them as individuals and their specific needs;
- Building relationships with professionals across NH to understand how they interface with vulnerable ٠ populations, provide education on human trafficking and increase awareness of this new program to ensure all those experiencing trafficking have access to services provided through the grant; and
- Providing basic Human Trafficking training in partnership with other professionals around the state.

Primary, ongoing responsibilities include:

2007-2008 2006-2007

2001-2006

November 2015

August 2017-present

August 2017-present

February 2017-August Position: Intensive Family Support Social Worker 2012

August 2008 - August

West Sussex County Council Children's Services Worthing, England Responsibilities:

• Develop care plans for each child to address their needs and the family's needs;

- Support families in achieving the goals outlined in the plans;
- Work with adolescents to develop their independent living skills as they prepare for independence and to offer opportunities for positive social interactions and community involvement;
- Facilitate therapeutic activities for children;
- Complete ongoing family and parenting safety assessments;
- Conduct interventions prior to and during possible disruptions in a child's out of home placement;
- Engage extended family members in care planning and efforts to reunify families; and
- Attend and participate in care (legal) proceedings throughout the duration of a case.

Position: Child Protection Services Worker II 2010 Division for Children, Youth & Families Salem, New Hampshire

Responsibilities:

As above.

Project Director Tasks/Responsibilities

- Identify Key Stakeholders across NH
 - Determine (with Core Partners and TF) key target groups of professionals and community leaders
 - Meet with identified individuals/agencies to introduce the work of the Task Force, TFO and Waypoint Services
 - Offer/provide training (connect with Speakers from TF) on human trafficking identification and response
- Facilitation of the Core Team Meetings (monthly)
 - o Maintain contact/relationships with Core Partners
 - o Prepare the agenda in partnership with the US Attorney's Office
 - o Facilitate monthly Core Team meetings
 - o Address follow up tasks (and hold others accountable to tasks/timelines)
- Facilitation of the Task Force Meetings (monthly)
 - o Maintain contact with TF partners and new members, building supportive relationships
 - o Problem Solve/Mediate concerns
 - o Prepare meeting agenda, including organizing training/speakers
 - o Facilitate monthly Task Force meetings
 - Address follow up tasks (and hold others accountable to tasks/timelines)
 - Train TF members to ensure ongoing professional development is provided
 - o Orient new TF members
- Committees and Work Groups
 - o Support the ongoing work of committees and chairs
 - Chair committees/work groups as needed
 - Prepare potential chairs for future leadership (ensuring that we always have a chair in training for committees)
 - Ensure each committee have clear goals and objectives which they are making progress towards
 - Navigate interpersonal challenges and committee overlap (division of responsibilities and when partnership is needed)
 - Ensure/review all outgoing training, outreach event/content, documents, media/PR and reports for accuracy and appropriateness
 - Make Core Partners aware of any outgoing content (as listed above) and request their review and approval as needed
 - This information is relevant to the following groups:
 - Law Enforcement Committee Chair: Mike Posanka
 - Victim Services Committee Chair: Joelyn Drennan
 - Training Committee Chair: Donna Plourde
 - Community Engagement Committee Chairs: Alan Robichaud & Bryan Bessette
 - Ad hoc work groups

- Outreach in the community to identify individuals who have been trafficked and offer services and support;
- Increase awareness of services available;
- Meet one-on-one with individuals needing services to develop a tailored service plan to address their needs and then execute that plan alongside the individual;
- Supervise an MSW level case manager; and
- Participate in various state level meetings to address different aspects of human trafficking, as both a participant and at times a chair or co-chair.

Position: Case Manager

December 2015-October 2016

Nightlight International, Trafficking in Persons Team Bangkok, Thailand

Nightlight International is an international anti-trafficking organization. In Thailand the Trafficking in Persons team serves women from around the world who have been trafficked to Thailand and need assistance to return home safely. Responsibilities:

- Assist in identifying women who have been trafficked both on the street and in Immigration Detention;
- Provide 1:1 care and support for women identified as trafficked, including brief trauma care, assisting with
 medical assessment and accessing care for identified medical needs, identifying the best way for women to
 safely return home, and assisting them in re-establishing contact with family and support networks in their home
 country;
- Seek partners and support networks in countries where women commonly come from, which can support trafficked women when they return home. Support is needed for reintegration, job/skills training, trauma
 counselling and recovery, as well as resettling into their family, community and work; and
- Seek partnerships with government agencies in Thailand to support the legal process of women leaving Thailand.

Position: Contracting Social Worker (May 2013-October 2015)

As a contracting social worker I held various social work leadership roles throughout three counties in southern England. In my last role, during this period, I supervised five family support workers overseeing their caseloads, providing regular supervision and helping them work towards goals sent in their personal development plan.

Senior Social Work Practitioner

Early Help/Think Family Team, West Sussex County Council Children's Services, England I supervised five support workers and worked directly with five families who needed support for their children's additional needs and/or difficult behaviors. In the supervision element of my role, I met monthly to provide supervision and address any learning or development needs for each individual.

Child in Need Social Worker

Brighton and Hove City Council, England

I worked closely with families where abuse or neglect have been identified. I met regularly with the children to get to know them and their needs, understand their view on their situation; assess parents' progress, risk factors, protective factors and support system, while helping them begin to make the changes needed. When necessary this also included a court process and writing for court to outline safety concerns/risks to the child, as well as progress parents made in relation to the safety concerns.

Referral and Assessment Social Worker

West Sussex County Council Children's Services, England

I was tasked with assessing new referrals of abuse, neglect, domestic violence, emotional harm or sexual harm. In order to do this, I meet one on one with the children and their parents and spoke to professionals involved with the family. I was responsible for analyzing this information and providing management with a recommendation. This role enabled me to have brief but meaningful interactions with many families who were often at a point of crisis or difficulty.

Senior Social Worker

London Borough of Croydon Children's Services, England

My role was to supervise ongoing cases in which families were in court due to charges of abuse and or neglect and in the process of working to have their children returned to their care. I was identified as the child's social worker and supported the child through this process.

February 2014 – November 2014

November 2014 – October 2015

August 2013 – February 2014

May – July 2013

- Evaluation
 - o Support data collection by the victim services and law enforcement (funded) partners
 - o Ensure that the TF and funded partners are collecting and reporting on the right data
 - Work with the evaluator regarding what data is being collected, how it is being reported and then used (to impact work in NH, strategy, report on outcomes, etc.)
 - Meet regularly with the evaluator for support and accountability
 - Support the use and integration of data into TF work, victim services, investigations, prosecution, training and overall strategy to combat trafficking in NH
- Protocol
 - o Maintain updated and agreed upon Standard Operating Procedures for internal TF use
 - Work with the AG's office to ensure the production of a statewide protocol
- Finance
 - Ensure funded partners use the grant, match and other funding as designated and within the stipulated timeframe
 - Ensure responsible spending by all parties which prioritizes victims needs and victimcentered practice
 - o Manage the budget for committee work, training and outreach events if there is one
- Grant
 - o Gather needed data
 - o Report and support reporting of grant funded partners quarterly and semi-annually
 - o Review and maintain up to date Time to Task/grant deliverable plan, with the Core Team
 - o Maintain contact and good working relationship with the OVC and BJA grant monitors
 - o Keep all partners updated regarding grant goals, timeline, finances and outcomes
- Other
 - o Attend annual OVC grantee meeting, DC
 - o Maintain contact with regional anti-trafficking partners, resources, programs
 - o Assist with fundraising as needed
 - o Attend/assist with community outreach and training events
 - Manage and review all social media and outward facing messages (in partnership with the Core Team and Community Engagement Committee)