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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4517 1-800-852-3345 Ext. 4517  
Fax: 603-271-4519 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

June 3, 2013

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

*100% federal*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section, to enter into an agreement with New Hampshire Coalition Against Domestic and Sexual Violence (Vendor #155510-B001), PO Box 353, 4 South State Street, Concord, New Hampshire 03302-0353, in an amount not to exceed \$337,876.00, to provide sexual violence prevention services, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Funds are anticipated to be available in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90004008	\$138,938.00
SFY 2014	102-500731	Contracts for Prog Svc	90016006	\$30,000.00
			Sub Total	\$168,938.00
SFY 2015	102-500731	Contracts for Prog Svc	90004008	\$138,938.00
SFY 2015	102-500731	Contracts for Prog Svc	90016006	\$30,000.00
			Sub-Total	\$168,938.00
			Total	\$337,876.00

**EXPLANATION**

Funds in this agreement will be used to provide primary prevention activities for the reduction of sexual violence in alignment with the goals of the Rape Prevention and Education Program at the Centers for Disease Control, Prevention, and the New Hampshire's Sexual Violence Prevention Plan. The goals of the Plan include the facilitation of educational sessions to New Hampshire school and college age residents as well as targeted trainings with professionals such as teachers and law enforcement personnel. The goals also include the provision of professional development in the field of sexual violence prevention

Sexual violence has far reaching impacts on the lives of victims, bystanders, and perpetrators. Sexual violence includes sexual harassment, sexual threats and intimidation, rape, attempted rape, incest, sexual assault by intimate partners, child sexual abuse, sexual exploitation, sexual trafficking, stalking, and other forms of unwelcome or coerced sexualized activity. Physical violence or contact other than the sexualized abuse itself may or may not be present and are not necessary elements of sexual violence. Sexual violence is commonly based upon power and control of the victim using sexual means.

Both national and New Hampshire data support a focus on youth. Of all primary victims of sexual violence served by local crisis centers in State Fiscal Year 2012, 62% were under the age of 25 and 21% were between the ages of 13 and 17. Thus, the primary intent of this agreement is to provide, educational programming with middle school through college age youth.

Sexual violence, including rape, is preventable. Recognizing this, Congress passed the Violence Against Women Act in 1994. This landmark legislation established the Rape Prevention and Education Program at the Centers for Disease Control and Prevention. The goal of the Rape Prevention and Education Program is to strengthen sexual violence prevention efforts. It does this by providing funding to all states and territories. The Injury Prevention Program is the steward of these funds for the state of New Hampshire. The Injury Prevention Program has historically worked with the New Hampshire Coalition Against Domestic and Sexual Violence to distribute the majority of these funds to their member programs/crisis centers located throughout the state. The Coalition does this through a funding mechanism based on population as well as the number of sexual violence victims served.

In State Fiscal Year 2012, over 1,000 educational sessions on the primary prevention of sexual violence took place with over 24,000 participants consisting of students of all ages. These sessions were facilitated by prevention educators at the individual member programs /crisis centers of the Coalition. Of those sessions evaluated, there was significant change in the understanding of consent and a willingness to act as an informed bystander. In addition, 600 professionals were trained on best practice with respect to the prevention of sexual violence. These professionals include teachers, law enforcement, and other first responders. The majority of participants felt more competent in facilitating prevention strategies after the training. The education sessions targeted to students and those targeted to professionals are evaluated to ensure an overall better understanding of sexual violence prevention strategies. The reduction of sexual violence is a long term process and difficult to measure. Interim measures, such as a decrease on the Youth Risk Behavior Survey in affirmative answers to sexual violence questions improves yearly.

Should Governor and Executive Council not authorize this Request, New Hampshire citizens may not have the opportunity to take part in prevention activities. The impact could potentially increase the incidence of sexual violence in the State.

New Hampshire Coalition Against Domestic and Sexual Violence was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from March 1, 2013 through April 5, 2013.

One agency responded to the Request for Proposals. This proposal was scored and reviewed by three professionals who work inside the Division of Public Health Services. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management and women's health issues. Each reviewer was selected for the specific skill set they possess and their experience. Their

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

June 3, 2013

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decision followed a thorough discussion of the strengths and weaknesses of the proposal. The New Hampshire Coalition Against Domestic and Sexual Violence received a core of 95 out of 100 points. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The following performance measures will be used to measure the effectiveness of the agreement.

- 80% of primary sexual violence prevention programs targeted to students will be evaluated and analyzed through post training surveys on changes in attitude and knowledge.
- 80% of primary sexual violence prevention programs targeted to professionals will be evaluated and analyzed through post training surveys on changes in confidence and competence in facilitating sexual violence prevention strategies.

Area served: Statewide.

Source of Funds: 100% Federal Fund from the United States Department of Health and Human Services, Centers for Disease Control and Prevention.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**Program Name** Sexual Violence Prevention  
**Contract Purpose** Provide primary sexual violence prevention programming  
**RFP Score Summary**

<b>RFA/RFP CRITERIA</b>					
Max Pts					
Agy Capacity	30				0
Program Structure	50				0
Budget & Justification	15				0
Format	5				0
<b>Total</b>	<b>100</b>				<b>0</b>

NH Coalition Against Domestic and Sexual Violence, PO Box 353, 4 South State St., Concord, NH 03302-0353

<b>BUDGET REQUEST</b>					
Year 01		\$168,938		\$0	\$0
Year 02		\$168,938		\$0	\$0
Year 03		\$0		\$0	\$0
<b>TOTAL BUDGET REQUEST</b>		<b>\$337,876</b>		<b>\$0</b>	<b>\$0</b>
<b>BUDGET AWARDED</b>					
Year 01		\$168,938		\$0	\$0
Year 02		\$168,938		\$0	\$0
Year 03		\$0		\$0	\$0
<b>TOTAL BUDGET AWARDED</b>		<b>\$337,876</b>		<b>\$0</b>	<b>\$0</b>

**RFP Reviewers**

Name	Title	Dept./Agency	Qualifications
Jill Fournier	Prenatal and QI Program Manager	DPHS, Maternal & Child Health	The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management and women's health issues. Each reviewer was selected for the specific skill set they possess and their experience.
Michelle Ricco Jonas	Family Planning Program Manager	DPHS, Maternal & Child Health	
Rhonda Siegel	Injury Prevention Program Manager	DPHS, Maternal & Child Health	

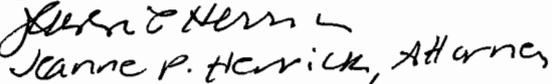
Subject: Sexual Violence Prevention

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> New Hampshire Coalition Against Domestic and Sexual Violence		<b>1.4 Contractor Address</b> PO Box 353, 4 South State Street Concord, New Hampshire 03302-0353	
<b>1.5 Contractor Phone Number</b> 603-224-8893	<b>1.6 Account Number</b> 05-95-90-902010-5190-102-500731	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$337,876
<b>1.9 Contracting Officer for State Agency</b> Lisa L. Bujno, MSN, APRN Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Robin Christopherson, Chairperson, Board of Directors	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>9th</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Karin Ashton, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Lisa L. Bujno, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Jeanne P. Herrick, Attorney On: <u>4 Jun. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

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

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

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

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

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

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

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

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

**17. 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 given in blocks 1.2 and 1.4, herein.

**18. 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 Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. 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.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. 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.

NH Department of Health and Human Services

Exhibit A

Scope of Services

*Sexual Violence Prevention*

**CONTRACT PERIOD:** July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

**CONTRACTOR NAME:** New Hampshire Coalition Against Domestic and Sexual Violence

**ADDRESS:** PO Box 353, 4 South State Street  
Concord, New Hampshire 03302-0353

**Administrative Director:** Pamela English

**TELEPHONE:** 603-224-8893

The Contractor shall:

**I. General Provisions**

**A) State and Federal Laws**

The contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. Persons employed by the contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.

**B) Relevant Policies and Guidelines**

The contractor shall promulgate appropriate policies and guidelines to ensure the consistency and adequacy of work performed by subcontracted agencies and shall, through regular meetings and through quality reviews, monitor and provide support to the work of these agencies.

**C) Publications Funded Under Contract**

1. The Department of Health and Human Services (DHHS) and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from Bureau of Child Health Services before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C, 14.1.

**D) Subcontractors**

Services required to comply with this exhibit are provided by subcontracted agencies. The Bureau of Population Health & Community Services, Maternal and Child Health Section, must be notified in

writing of changes in the subcontract agencies that will deliver services. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this exhibit.

## II. Minimal Standards of Core Services

### A) **Service Requirements**

The contractor shall carry out the work as described and submitted with the application for funding and as approved by the Maternal and Child Health Section. Either party may amend the performance work plan upon 30 days advance written notice to the other party with the other party's approval.

The contractor shall perform the following services within the two-year grant period:

1. Attend quarterly meetings of the Sexual Violence Prevention Planning and Implementation Committee (SVPPIC) towards the goal of implementing the Sexual Violence Prevention Plan (SVP Plan) along with staff from the Maternal and Child Health Services (MCHS). This includes assistance with the implementation of the SVP Plan.
2. Work with staff from the MCHS on the analysis of previously facilitated assessments to determine state evaluation capacity. This will also include the development of an action plan and assistance with the implementation of such plan as able to with current capacity and limitation in funding.
3. Work with staff from the MCHS on the development of a Memorandum of Understanding outlining roles and responsibilities in the implementation of Centers for Disease Control and Prevention (CDC) grant activities.
4. Subcontract for the development, implementation, evaluation, and reporting of primary sexual violence prevention programming statewide for professionals, youth, adolescents, college students, and the general public, across the entire socio-ecological spectrum. This must include at least one yearly example from every subcontractor of appropriate community mobilization efforts, policy change, norms change, and coalition building with partners and key stakeholders.
5. Work with staff at MCHS to develop and implement an annual training in the Prevention Institute as able to with current capacity and limitation in funding.

### B) **Coordination of Services**

1. The contractor shall coordinate, where possible, with other service providers within the state. At a minimum, such collaboration shall include interagency referrals, contractor participation in interagency groups concerned with sexual violence and joint activities with other agencies as appropriate.
2. As appropriate, the Contractor should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans through collaboration with the local Public Health Regions, as may be appropriate, to enhance the implementation of community-based public health prevention initiatives being implemented by the contractor.
3. The Contractor agrees to cooperate and coordinate public health activities as requested by the Division of Public Health during any local situation or condition, natural or man-made, declared by the DHHS to be a public health emergency.

### C) **Meetings and Trainings**

The contractor will be responsible to send staff to meetings and trainings as required by the program.

**III. Quality or Performance Improvement (QI/PI)**

**A) Data and reporting requirements**

The Contractor shall submit to MCHS the following data used to monitor program performance:

1. Submit data and narrative as requested by the MCHS at least 45 days prior to the submission of federal grant applications and reports. These reports have been due January 31<sup>st</sup> (annual report) and June 30<sup>th</sup> (grant application) of every year. The MCHS shall notify the Contractor at least 30 days in advance of any changes in the submission schedule. Data shall include, but not be limited to:
  - Professional trainings including number, type, location, audience and results of any evaluation conducted.
  - Educational sessions including number, type, grade if student audience (preschool, elementary, middle school, high school, and college), location, and results of any evaluation conducted.
  - Detailed information on any community mobilization, policy change, norms change and coalition building applicable to sexual violence prevention.
2. In years when contracts or amendments are not required, the Division of Public Health Services (DPHS) Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

**B) On-site reviews**

1. The contractor shall allow a team or person authorized by the Maternal and Child Health Section to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services.
2. The contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

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NH Department of Health and Human Services

Exhibit B

Purchase of Services  
Contract Price

Sexual Violence Prevention

**CONTRACT PERIOD:** July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

**CONTRACTOR NAME:** New Hampshire Coalition Against Domestic and Sexual Violence

**ADDRESS:** PO Box 353, 4 South State Street  
Concord, New Hampshire 03302-0353

**Administrative Director:** Pamela English

**TELEPHONE:** 603-224-8893

Vendor #155510-B001    Job #90016006    Appropriation #05-95-90-902010-5190-102-500731  
#90004008

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$60,000 for sexual violence prevention, funded from 100% federal funds from the United States Department of Health and Human Services, Centers for Disease Control and Prevention (CFDA # 93.991).

\$277,876 for sexual violence prevention, funded from 100% federal funds from the United States Department of Health and Human Services, Centers for Disease Control and Prevention (CFDA # 93.136).

**TOTAL: \$337,876**

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made quarterly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular

Contractor Initials: *RPC*

Date: 5-9-13

Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.

7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
  - 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

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

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

**12.2 Final Report:** A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

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

**16. Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

**Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

**Insurance Requirement for (2)** - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

**Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:**

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess, and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence, and.

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

**18. Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Source(s), to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between Sate Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

**NH Department of Health and Human Services**

**Standard Exhibit D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

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

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

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

- (2) Notify the employer in writing of his or her 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 agency in writing, within ten 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, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (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;
  - (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).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

New Hampshire Coalition Against Domestic and Sexual Violence From: 7/1/2013 through 6/30/2015  
**Contractor Name** **Period Covered by this Certification**

Robin Christopherson, Chairperson, Board of Directors  
**Name and Title of Authorized Contractor Representative**

Robin P. Clum 5-9-13  
**Contractor Representative Signature** **Date**

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 7/01/2013 through 6/30/2015

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

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

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

  
Contractor Signature

*Chairperson, Board of Directors*  
Contractor's Representative Title

New Hampshire Coalition Against Domestic and Sexual Violence  
Contractor Name

5-9-13  
Date

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

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

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

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 _____ <b>Contractor Signature</b>	 _____ <b>Contractor's Representative Title</b>
New Hampshire Coalition Against Domestic and Sexual Violence _____ <b>Contractor Name</b>	5-9-13 _____ <b>Date</b>

NH Department of Health and Human Services

Standard Exhibit G

**CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

  
Contractor Signature

*Robin Christopherson, Chairperson Board of Directors*  
Contractor's Representative Title

New Hampshire Coalition Against Domestic and Sexual Violence      5-9-13  
Contractor Name      Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

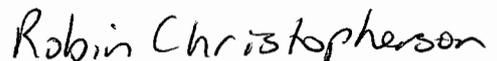
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

  
Contractor Signature

  
Contractor's Representative Title

  
New Hampshire Coalition Against Domestic and  
Sexual Violence  
Contractor Name

  
Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

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

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given

effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

The remainder of this page intentionally left blank.

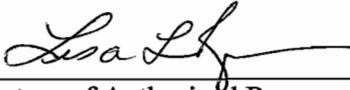
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

New Hampshire Coalition Against Domestic and Sexual Violence

The State Agency Name

Name of Contractor



Signature of Authorized Representative

Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Robin Christopherson

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

Chairperson, Board of Directors

Title of Authorized Representative

Title of Authorized Representative

6-6-13

5-9-13

Date

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

  
\_\_\_\_\_  
(Contractor Representative Signature)

*Chairperson*  
*Robin Christopherson, Board of Directors*  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

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

5-9-13  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:

60201487

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

# CERTIFICATE OF VOTE

(Corporation without Seal)

I, Suzanne Harvey, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

- I am a duly elected Clerk of NH Coalition Against Domestic & Sexual Violence  
(Corporation Name)
- The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on Apr 23, 2013:  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, <sup>Public Health</sup> ~~Health~~, for the provision of sexual violence prevention services.

**RESOLVED:** That the Board of Directors Chairperson  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation 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.

- The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9<sup>th</sup> day of May, 2013.  
(Date Contract Signed)

4. Robin Christopherson is the duly elected Chairperson, Board of Directors  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Suzanne Harvey  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 2013.

By Suzanne Harvey  
(Name of Clerk of the Corporation)

Karin Ashman  
(Notary Public/Justice of the Peace)

Commission Expires: 8/24/2016

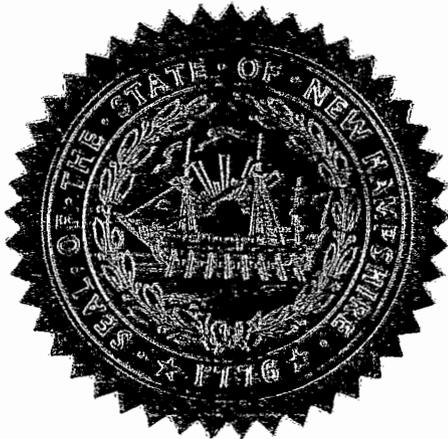
(NOTARY SEAL)

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE is a New Hampshire nonprofit corporation formed April 30, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12<sup>th</sup> day of April A.D. 2013

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2013

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

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

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

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 2013	<b>REVISION NUMBER:</b>
------------------	---------------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			MAC5464236-12	5/15/2013	5/15/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GENERAL AGGREGATE	\$ 2,000,000		PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY			MAC5464236-12	5/15/2013	5/15/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 100,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR		UMB8234007-05	5/15/2013	5/15/2014	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 1,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0135293-02	5/15/2013	5/15/2014	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

<b>CERTIFICATE HOLDER</b>  State of NH, Dept of Health & Human Serv. Division of Public Health Services 29 Hazen Drive Concord, NH 03301-6504	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Pat Mack/PAT
--	--

# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS  
6A HILLS AVENUE  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
FAX # (603) 226-3532

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
New Hampshire Coalition  
Against Domestic and Sexual Violence

We have audited the accompanying statement of financial position of the New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization) as of June 30, 2012, and the related statement of activities, functional expenses, and cash flows, for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from New Hampshire Coalition Against Domestic and Sexual Violence's June 30, 2011 financial statements and, in our report dated October 5, 2011; we expressed an unqualified opinion on those statements.

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 audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the New Hampshire Coalition Against Domestic and Sexual Violence as of June 30, 2012, and the changes in its net assets and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated September 21, 2012, on our consideration of the 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 grants agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

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



Rowley & Associates, P.C.  
Concord, New Hampshire  
September 21, 2012

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New Hampshire Coalition Against Domestic and Sexual Violence  
 Statements of Financial Position  
 June 30, 2012 and 2011

<b>ASSETS</b>	<u>2012</u>	<u>2011</u>
<b><u>CURRENT ASSETS</u></b>		
Cash and Cash equivalents	\$ 254,997	\$ 174,432
Cash and Cash equivalents, temporarily restricted	68,179	46,781
Grants Receivable	842,592	1,195,077
Prepaid Expenses	11,256	12,148
<b>Total Current Assets</b>	<u>1,177,024</u>	<u>1,428,438</u>
<b><u>PROPERTY AND EQUIPMENT</u></b>		
Land	52,143	52,143
Building	267,592	267,592
Equipment	106,511	106,283
Building Improvements	25,736	25,736
	<u>451,982</u>	<u>451,754</u>
Less Accumulated Depreciation	(181,148)	(166,893)
<b>Total Property and Equipment, Net</b>	<u>270,834</u>	<u>284,861</u>
<b>Total Assets</b>	<u>1,447,858</u>	<u>1,713,299</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b><u>CURRENT LIABILITIES</u></b>		
Current Portion of Long-Term Debt	4,418	4,161
Accounts Payable	723,608	997,002
Accrued Expenses	59,807	57,857
<b>Total Current Liabilities</b>	<u>787,833</u>	<u>1,059,020</u>
<b><u>LONG-TERM LIABILITIES</u></b>		
Long-Term Debt, Net of Current Portion	<u>65,192</u>	<u>69,606</u>
<b><u>NET ASSETS</u></b>		
Unrestricted	526,654	537,892
Temporarily Restricted	68,179	46,781
<b>Total Net Assets</b>	<u>594,833</u>	<u>584,673</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 1,447,858</u>	<u>\$ 1,713,299</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence  
 Statements of Activities  
 June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<b><u>UNRESTRICTED NET ASSETS</u></b>		
Support and Revenue:		
Grant Revenue	\$ 4,694,296	\$ 5,742,516
Contributions	219,951	215,811
Donated Services	127,083	66,926
Miscellaneous income	36,442	48,974
<b>Total Support and Revenue</b>	<u>5,077,772</u>	<u>6,074,227</u>
<b><u>NET ASSETS RELEASED FROM RESTRICTIONS</u></b>		
Restrictions Satisfied by Payments	<u>79,327</u>	<u>42,633</u>
<b><u>EXPENSES</u></b>		
Program Services	4,665,244	5,396,607
Management and General	487,368	523,572
Fundraising	15,725	16,890
<b>Total expenses</b>	<u>5,168,337</u>	<u>5,937,069</u>
<b>Increase (Decrease) in Unrestricted Net Assets</b>	(11,238)	179,791
<b><u>TEMPORARILY RESTRICTED NET ASSETS</u></b>		
Grant Revenue	100,725	68,000
Restrictions Satisfied by Payments	<u>(79,327)</u>	<u>(42,633)</u>
<b>Increase in Temporarily Restricted Net Assets</b>	<u>21,398</u>	<u>25,367</u>
<b>INCREASE IN NET ASSETS</b>	10,160	205,158
<b>NET ASSETS AT BEGINNING OF YEAR</b>	<u>584,673</u>	<u>379,515</u>
<b>NET ASSETS AT END OF YEAR</b>	<u>\$ 594,833</u>	<u>\$ 584,673</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence  
Statement of Functional Expenses  
Year Ended June 30, 2012 with Comparative Totals for Year Ended June 30, 2011

	Program Services	Management & General	Fundraising	Total 2012	Total 2011
Salaries	\$ 730,864	\$ 333,188	\$ 10,748	\$ 1,074,800	\$ 1,149,864
Payroll taxes	55,923	25,494	822	82,239	88,860
Health and Life Insurance	39,650	18,076	583	58,309	68,989
Dental & Other Emp Benefits	37,436	17,066	551	55,053	72,558
Professional Services	70,127	31,970	1,031	103,128	66,486
Contract/Grant Services	3,376,625	-	-	3,376,625	4,065,707
Memberships	2,844	-	-	2,844	3,034
Publications	445	-	-	445	862
Advertising/Recruitment	5,841	2,663	86	8,590	14,282
Copying	3,040	1,386	45	4,471	4,306
Office Supplies	6,773	3,088	99	9,960	19,868
Postage	3,601	1,641	53	5,295	5,578
Printing	4,787	2,182	71	7,040	7,456
Equipment & Moving	105	48	2	155	518
Maintenance & Repair	10,456	4,767	154	15,377	11,942
Rent Expense	102	46	2	150	300
Interest	2,934	1,338	43	4,315	4,238
Parking	1,190	543	17	1,750	4,350
Insurance	4,978	2,270	73	7,321	7,358
Retreats	3,563	-	-	3,563	5,782
PMC Stipend	3,300	-	-	3,300	3,700
Staff Development	4,825	2,199	71	7,095	12,940
Travel	37,253	16,983	548	54,784	64,741
Telephone	18,262	8,325	269	26,856	33,378
Technology	-	-	-	-	5,093
Utilities	3,584	1,634	53	5,271	5,456
Miscellaneous	9,088	4,143	136	13,367	13,168
AVAP Miscellaneous Expense	78,558	-	-	78,558	50,133
Direct Training	121,610	-	-	121,610	98,391
Community Education	9,235	-	-	9,235	20,519
Depreciation Expense	10,985	5,008	162	16,155	16,199
Accounting Fees	7,260	3,310	106	10,676	11,013
<b>Total Expenses</b>	<b>\$ 4,665,244</b>	<b>\$ 487,368</b>	<b>\$ 15,725</b>	<b>\$ 5,168,337</b>	<b>\$ 5,937,069</b>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence  
 Statements of Cash Flows  
 Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>		
Increase in Net Assets	\$ 10,160	\$ 205,158
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities		
Depreciation	16,155	16,199
(Increase) Decrease in Operating Assets:		
Grants Receivable	352,485	(35,102)
Prepaid Expenses	892	(285)
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	(273,394)	19,702
Accrued Expenses	1,950	3,201
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>108,248</u>	<u>208,873</u>
<b><u>CASH FLOWS FROM INVESTING ACTIVITIES</u></b>		
Change in restricted cash	(21,398)	(28,040)
Acquisition of Fixed Assets	(2,128)	(2,164)
<b>NET CASH USED BY INVESTING ACTIVITIES</b>	<u>(23,526)</u>	<u>(30,204)</u>
<b><u>CASH FLOWS FROM FINANCING ACTIVITIES</u></b>		
Repayment of Long-Term Debt	(4,157)	(4,237)
<b>NET CASH USED BY FINANCING ACTIVITIES</b>	<u>(4,157)</u>	<u>(4,237)</u>
 <b>NET INCREASE IN UNRESTRICTED CASH</b>	 80,565	 174,432
 <b>UNRESTRICTED CASH AT BEGINNING OF YEAR</b>	 <u>174,432</u>	 <u>-</u>
 <b>UNRESTRICTED CASH AT END OF YEAR</b>	 <u>\$ 254,997</u>	 <u>\$ 174,432</u>
 <b><u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</u></b>		
Cash paid during the year for:		
Interest	<u>\$ 4,315</u>	<u>\$ 4,238</u>
 In-kind contributions	 <u>\$ 127,083</u>	 <u>\$ 66,926</u>

See Independent Auditors' Report and Notes to Financial Statements

**New Hampshire Coalition Against Domestic and Sexual Violence**  
**Notes to Financial Statements**  
**Years Ended June 30, 2012 and 2011**

**NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Activities**

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

**Significant Accounting Policies**

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

**Financial Statement Presentation**

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

**Grants Receivable and Promises to Give**

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

**Contributed Services**

During the years ended June 30, 2012 and 2011, the value of contributed services relating to printing, community education, direct training and professional fees were \$127,083 and \$66,926, respectively. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

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

**Estimates**

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

New Hampshire Coalition Against Domestic and Sexual Violence  
Notes to Financial Statements  
Years Ended June 30, 2012 and 2011

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

**Allocation of Expenses**

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

**Property and Equipment**

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

Building and Improvements	39 Years
Equipment	3-7 Years

Depreciation expense recorded by the Coalition for the years ended June 30, 2012 and 2011 was \$16,155 and \$16,199, respectively.

**Income Taxes**

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

**Investments**

The Coalition has adopted FASB ASC 958-320, "Accounting for Certain Investments Held by Not-for-Profit Organizations." Under FASB ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increase in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

**Cash and Cash Equivalents**

For purposes of the Statements of Cash Flows, the Coalition considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of June 30, 2012 and 2011.

Under Title 1, New Hampshire, The State and Its Government, Chapter 15 Lobbyist Section 15:1-a, the Coalition is required to physically and financially separate state funds from any non-state funds that may be used for the purposes of lobby or attempt to influence legislations, participate in political activity, or contribute funds to any entity engaged in these activities. The Coalition has established and maintains a separate bank account for this purpose. The account balances were \$453 and \$1,929 at June 30, 2012 and 2011, respectively.

**New Hampshire Coalition Against Domestic and Sexual Violence**  
**Notes to Financial Statements**  
**Years Ended June 30, 2012 and 2011**

**NOTE B – RESTRICTIONS ON NET ASSETS**

Temporarily restricted net assets consist of funds received by the Organization, restricted as to use or time. The restrictions are considered to expire when payments are made. As of June 30, 2012 and 2011 respectively, the temporarily restricted net assets are available for the following purpose:

	<u>2012</u>	<u>2011</u>
Delta Prep #22	\$ -	\$ 12,509
NH Charitable Foundation Development	12,803	18,574
NH Charitable Foundation Open Doors Training	-	5,000
Verizon #91	-	5,698
Verizon #92	245	5,000
Women Fund, SANE	5,000	-
Endowment for Health Child Trauma Fund	<u>50,131</u>	<u>-</u>
Total	<u>\$ 68,179</u>	<u>\$ 46,781</u>

**NOTE C – LONG-TERM NOTES**

As of June 30, 2012 and 2011, long-term debt consists of the following:

	<u>2012</u>	<u>2011</u>
Mortgage Note, Payable to Merrimack County Savings Bank, Interest at 6.00%, with Monthly Payments of \$706 including Principal and Interest, Maturity date is October 8, 2023. Secured by Real Property	\$ 69,610	\$ 73,767
Less Current Portion	<u>4,418</u>	<u>4,161</u>
Total Long Term Debt	<u>\$ 65,192</u>	<u>\$ 69,606</u>

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

Years ending June 30:

2013	\$ 4,418
2014	4,690
2015	4,980
2016	5,286
Thereafter	<u>50,236</u>
Total	<u>\$ 69,610</u>

**NOTE D – LINE OF CREDIT**

The Coalition has a \$50,000 revolving line of credit agreement with Merrimack County Savings Bank at 1.00% over Wall Street Journal prime rate. The line of credit is secured by all business assets. There were no borrowings against the line as of June 30, 2012 and 2011.

**NOTE E – CONCENTRATION OF CREDIT RISK**

The Coalition maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2012 and 2011 the Organization had \$73,126 and \$0- uninsured cash balances, respectively.

New Hampshire Coalition Against Domestic and Sexual Violence  
Notes to Financial Statements  
Years Ended June 30, 2012 and 2011

**NOTE F – DESCRIPTION OF LEASING ARRANGEMENTS**

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

**NOTE G – PENSION PLAN**

The Coalition has a 403(b) savings plan for the benefit of its employees. The plan covers substantially all employees after one year of service. During their budgeting process, the Board of Directors determines the amount to be contributed annually. Employer contributions for the years ended June 30, 2012 and 2011 totaled \$13,270 and \$18,347, respectively.

**NOTE H - TAX EXEMPT STATUS**

The Coalition is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Coalition does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Coalition reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2011, 2010, and 2009 are subject to examination by the IRS, generally for three years after they were filed.

**NOTE I - SUBSEQUENT EVENT**

Consideration has been given to determine if any events that occurred subsequent to the financial statement date, June 30, 2012 and prior to the report date, September 21, 2012, of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

**NOTE J - FAIR VALUE MEASUREMENTS**

Fair values of assets measured on a recurring basis at June 30, 2012 and 2011 were:

	<u>Fair Value</u>	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
<u>June 30, 2012</u>			
Cash and cash equivalents	\$ 323,176	\$ 323,176	\$ -
Grants receivable	842,592	-	842,592
Total	<u>\$1,165,768</u>	<u>\$ 323,176</u>	<u>\$ 842,592</u>
<u>June 30, 2011</u>			
Cash and cash equivalents	\$ 221,213	\$ 221,213	\$ -
Grants receivable	1,195,077	-	1,195,077
Total	<u>\$1,416,290</u>	<u>\$ 221,213</u>	<u>\$1,195,077</u>

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

# ROWLEY & ASSOCIATES, P.C.

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

Board of Directors  
New Hampshire Coalition  
Against Domestic and Sexual Violence

We have audited the financial statements of the New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization) as of and for the year ended June 30, 2012, and have issued our report thereon dated September 21, 2012. 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.

### INTERNAL CONTROL OVER FINANCIAL REPORTING

Management of New Hampshire Coalition Against Domestic and Sexual Violence is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting as a basis for designing our auditing procedures 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 over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

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 combination of significant 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.

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 financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

### COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the New Hampshire Coalition Against Domestic and Sexual Violence's financial statements are free of 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*.

This report is intended solely for the information and use of management, others within the entity, the Board of Directors, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



Rowley & Associates, P.C.  
Concord, New Hampshire  
September 21, 2012

# ROWLEY & ASSOCIATES, P.C.

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## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

Board of Directors  
New Hampshire Coalition  
Against Domestic and Sexual Violence

### COMPLIANCE

We have audited New Hampshire Coalition Against Domestic and Sexual Violence's compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs for the year ended June 30, 2012. New Hampshire Coalition Against Domestic and Sexual Violence major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the New Hampshire Coalition Against Domestic and Sexual Violence's management. Our responsibility is to express an opinion on the New Hampshire Coalition Against Domestic and Sexual Violence's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the 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. Our audit does not provide a legal determination on the New Hampshire Coalition Against Domestic and Sexual Violence's compliance with those requirements.

In our opinion, the New Hampshire Coalition Against Domestic and Sexual Violence complied, in all material respects, with the 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, 2012.

### 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 requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance.

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

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 deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

New Hampshire Coalition Against Domestic and Sexual Violence's response to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit New Hampshire Coalition Against Domestic and Sexual Violence's response and, accordingly, we express no opinion on the responses.

This report is intended solely for the information and use of management, others within the entity, the Board of Directors, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Rowley & Associates, PC*

Rowley & Associates, P.C.  
Concord, New Hampshire  
September 21, 2012

**New Hampshire Coalition Against Domestic and Sexual Violence  
 Summary of Findings and Question Costs  
 Year Ended June 30, 2011**

**Summary of Auditor's Results**

1. The auditor's report expresses an unqualified opinion on the financial statements of the New Hampshire Coalition Against Domestic and Sexual Violence.
2. No reportable conditions relating to the audit of the financial statements are reported in the Independent Auditor's Report.
3. No instances of noncompliance material to the financial statements of the New Hampshire Coalition Against Domestic and Sexual Violence were disclosed during the audit.
4. No reportable conditions relating to the audit of the major federal award programs are reported in the Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control over Compliance in Accordance with OMB Circular A-133.
5. The auditor's report on compliance for major federal award programs for the New Hampshire Coalition Against Domestic and Sexual Violence expresses an unqualified opinion on all major federal programs.
6. Audit finding that are required to be reported in accordance with Section 510(a) of OMB Circular A-133 are reported in the Schedule.
7. The programs tested as a major programs were:

Family Violence Prevention Service Act	93.671
Victims of Crime Act	16.575
Violence Against Women Act	16.588
AmeriCorps Victim Assist Program	94.006

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

**Findings – Financial Statements Audit**

None

**Findings and Questions Costs – Major Federal Award Programs Audit**

No findings and/or questioned costs were identified during the major federal award programs audit.

New Hampshire Coalition Against Domestic and Sexual Violence  
Notes to Schedule of Expenditures of Federal Awards  
For the Year Ended June 30, 2012

Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
<u>U.S. Department of Health and Human Services:</u>			
Direct Programs:			
Family Violence Prevention Services Act	93.671	G-1001NHSDVC	\$ 55,510
Family Violence Prevention Services Act	93.671	G-1101NHSDVC	191,119
Family Violence Prevention Services Act	93.592		19,150
Family Violence Prevention Services Act	93.592		81,991
Total Direct Programs			<u>347,770</u>
Pass-Through Programs from State of NH Department of Health & Human Services:			
Family Violence Prevention Services Act	93.671	611370-05	848,530
Sexual Violence Prevention	93.991	010-090-5190-093-0415	173,576
Total Pass-Through Programs			<u>1,022,106</u>
TOTAL U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES			<u>1,369,876</u>
<u>U.S. Department of Justice:</u>			
Direct Program - Violence Against Woman Act of 2000			
Direct Program - Violence Against Woman Act of 2000	16.588		13,010
Direct Program - Violence Against Woman Act of 2000	16.588		48,996
Direct Program - Violence Against Woman Act of 2000	16.588		154,611
Total Direct Programs			<u>216,617</u>
Pass-Through Programs from State of NH Department of Justice:			
Victims of Crime Act (VOCA)	16.575	2011010	41,546
Victims of Crime Act (VOCA)	16.575	2012010	1,147,525
VOCA, Training	16.575	2011010	10,229
VOCA, Training	16.575	2012010	2,537
VOCA, Addtl Training	16.575	2011010	5,265
VOCA, Technology & Foundation Project	16.575	2011010	6,526
VOCA, Technology & Foundation Project	16.575	2012010	70,343
VOCA, Technology Solutions	16.575	R2012VA10A	2,300
BYRNE, American Reinvestment and Recovery Act	16.803	09JAR003A	16,343
BYRNE, American Reinvestment and Recovery Act	16.803	09JAR012	44,522
Violence Against Woman Act (VAWA), Rural 2009	16.589	2009WRAX0028	50,096
VAWA, SASP	16.017	2009SASP01	5,061
VAWA, SASP	16.017	2010SASP01	126,610
VAWA, SASP	16.017	2012SASP01	20,781
VAWA, Sexual Assault Examiner	16.588	2011W091	39,208
VAWA, Sexual Assault Examiner	16.588	2012W091	1,717
VAWA, DHHS Trainer	16.588	2010W090	21,871
VAWA, DHHS Trainer	16.588	2012W090	21,369
VAWA, Enhancing Sexual Assault Victim Services	16.588	2011W081B	44,137
VAWA, Enhancing Sexual Assault Victim Services	16.588	2012W081A	34,367
VAWA, Enhancing Sexual Assault Victim Services	16.588	2012W081C	3,000
VAWA, Enhancing Sexual Assault Victim Services	16.588	2012W081B	2,205
Total Pass-Through Programs			<u>1,717,558</u>
TOTAL U.S. DEPARTMENT OF JUSTICE			<u>1,934,175</u>
<u>Corporation for National &amp; Community Services:</u>			
Direct Program - AmeriCorps Victim Assist Program	94.006		48,954
Direct Program - AmeriCorps Victim Assist Program	94.006		374,903
TOTAL CORPORATION FOR NATIONAL & COMMUNITY SERVICES			<u>423,857</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 3,727,908</u>

**New Hampshire Coalition Against Domestic and Sexual Violence**  
**Notes to schedule of Expenditures of Federal Awards**  
Year Ended June 30, 2011

**Note A - Basis of Presentation**

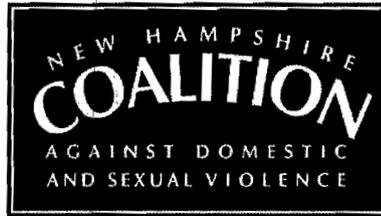
The accompanying schedule of expenditures of federal awards includes the federal grant activity of the New Hampshire Coalition Against Domestic and Sexual Violence and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Therefore some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

**Note B - Subrecipients**

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

<u>Program Title</u>	<u>Federal CFDA #</u>	<u>Amount Provided</u>
Family Violence Prevention Services Act	93.671	\$ 841,530
Sexual Violence Prevention	93.991	173,576
Violence Against Women	16.589	44,186
Victims of Crime Act	16.575	<u>1,147,525</u>
		<u>\$2,206,817</u>

P.O. Box 353  
Concord, NH 03302-0353  
Phone: (603)-224-8893  
fax: (603)-228-6096  
[www.nhcadsv.org](http://www.nhcadsv.org)



**Statewide Toll Free Hotlines**  
Domestic Violence:  
1-866-644-3574  
Sexual Assault:  
1-800-277-5570

**MEMBERS:**

**RESPONSE to Sexual & Domestic Violence**  
Berlin  
Colebrook  
Lancaster

**Turning Points Network**  
Claremont  
Newport

**Crisis Center of Central NH**  
Concord

**Starting Point**  
Conway  
Ossipee

**Sexual Harassment and Rape Prevention Program (SHARPP)**  
University of New Hampshire  
Durham

**Monadnock Center for Violence Prevention**  
Keene  
Jaffrey  
Peterborough

**New Beginnings**  
Laconia

**WISE**  
Lebanon

**The Support Center at Burch House**  
Littleton

**YWCA Crisis Service**  
Manchester  
Derry

**Bridges: Domestic and Sexual Violence Support**  
Nashua  
Milford

**Voices Against Violence**  
Plymouth

**A Safe Place**  
Portsmouth  
Rochester  
Salem

**Sexual Assault Support Services**  
Portsmouth  
Rochester

## NHCADSV Vision and Mission

### Vision

All New Hampshire communities provide safety for every person.

### Mission

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

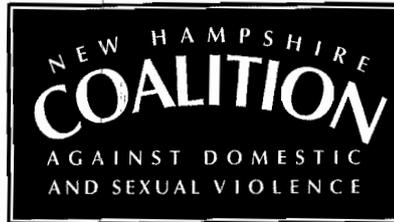
Note: The language below will be used in grant applications and other documents to provide further clarification of what the Coalition does. The statement above is the actual Mission Statement.

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

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

Approved April, 2011

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**MEMBERS:**

*RESPONSE to Sexual & Domestic Violence*  
 Berlin  
 Colebrook  
 Lancaster

*Turning Points Network*  
 Claremont  
 Newport

*Crisis Center of Central New Hampshire*  
 Concord

*Starting Point*  
 Conway  
 Ossipee

*Sexual Harassment and Rape Prevention Program (SHARPP)*  
 University of New Hampshire  
 Durham

*Monadnock Center for Violence Prevention*  
 Keene  
 Jaffrey

*New Beginnings*  
 Laconia

*WISE*  
 Lebanon

*The Support Center at Burch House*  
 Littleton

*YWCA Crisis Service*  
 Manchester

*Bridges: Domestic and Sexual Violence Support*  
 Nashua  
 Milford

*Voices Against Violence*  
 Plymouth

*A Safe Place*  
 Portsmouth  
 Rochester  
 Salem

*Sexual Assault Support Services*  
 Portsmouth  
 Rochester

**Current Board Terms**

Board Member	Election to Board	Re-election to Board	Term Expires
<b>Christopherson, Robin</b> <b>Chair</b>	10/2010 Chair as of 11/1/12		2013
<b>Keller, Kathy</b> <b>Treasurer</b>	11/2005	11/2008 11/2011	2014
<b>Harvey, Suzanne</b> <b>Clerk</b>	10/2011		2014
Reams, Dawn	11/2012		2015
Garon, Elizabeth	<b>5/2009</b>	5/2012	2015
Turco Beaudet, Jennifer	5/2012		2015
Indelicato, Suzette	8/2012		2015
Magoon, Linda	2/2013		2016

**Bolded Print denotes Board Officers**

Updated March 2013

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services  
Division of Public Health Services

Agency Name:

NH Coalition Against Domestic & Sexual Violence

Name of Bureau/Section:

Division of Public Health Services, Bureau of Population Health & Community Services, Maternal & Child Health Section, Sexual Violence Prevention

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Pamela English, Administrative Director	\$61,901	0.00%	\$0.00
Vacant, Program Director	\$54,000	0.00%	\$0.00
Elizabeth Gruber, Technical Assistance Specialist	\$37,860	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Pamela English, Administrative Director	\$63,750	0.00%	\$0.00
Vacant, Program Director	\$55,620	0.00%	\$0.00
Elizabeth Gruber, Technical Assistance Specialist	\$39,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

# Pamela English

Work contact: NH Coalition Against Domestic and Sexual Violence, PO Box 353, Concord, NH 03302  
Telephone: 603-224-8893 Facsimile: 603-228-6096

## Accomplishments

- Nineteen years of experience in the areas of administration, finance and human resources.
- Effective problem solver and critical thinker.
- Wrote grants and managed over twenty five federal state and private grants or contracts.
- Flawlessly manages multiple and simultaneous tasks and deadlines with strong attention to detail.
- Responsible for clean audits with a low risk auditee profile.
- Managed conversion to Fund Accounting system.
- Growth-inspiring leader; adept at conflict management and team coaching.

## Professional Experience

**Administrative Director – New Hampshire Coalition Against Domestic and Sexual Violence, Concord, NH • 2006 – Present**

- Human Resources Management: supervise four employee positions. Specify and identify ways to increase productivity in the workplace.
- Organizational Development.
- Financial Management: budget and financial statement preparation. Policy development.
- Facilities Management.
- Manage information technology systems. National webinar development. Statewide database project management.
- Continue to assume duties of Business and Grants Manager position.

**Business and Grants Manager – New Hampshire Coalition Against Domestic and Sexual Violence, Concord, NH • 1995 – 2006**

- Maintained financial records, payroll and employee benefits.
- Managed state and federal funding programs
- Created financial reports and chart of accounts.

**Administrative Assistant – New Hampshire Coalition Against Domestic and Sexual Violence, Concord, NH • 1993-1995**

- Insured compliance with state and federal reporting requirements: 941, state UC, W-2 and 1099's.
- Maintained accurate financial records using full charge computerized bookkeeping system.
- Provided administrative support to three people.

**Self Employed Child Care Provider – Concord, NH • 1988 – 1993**

**Legal Secretary, Concord, NH • 1985 - 1988**

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

## Computer Experience and Software Skills

SAGE MIP Fund Accounting; Microsoft Office 2010 – proficient in Word, Excel, Outlook; working knowledge of PowerPoint; ACCESS database management; business analytics.

## Community Activities

2008-present Northwood Congregational Church, council member; Chair of Fundraising Committee; Sanctuary Preservation Committee; Christian Education Committee, Sunday School Teacher  
2002-2009 Northwood Elementary School PTA, President for 2003/2005 school years  
1990-2002 Dewey/Kimball School PTA  
1983-1984 President, Merrimack County Legal Secretaries Association

## Skills

Working knowledge of federal and state grant compliance requirements; specific knowledge of Title 45 of the Code of Federal Regulations (CFR) particularly 45 CFR Parts 92 and 93; OMB Circular 2 CFR 225, OMB Circular A-133 and Single Audit Act of 1984

Working knowledge of computer management/information technology

Experienced in NH employment law, regulations and rules

Presentation skills

Adept at conflict management

Positive problem solving

Change management

## Education

Selected Accounting and Management Courses – NH Technical Institute, Concord, NH

Legal Secretarial Degree II – Merritt Davis Business College, Eugene, OR

## Awards

Walter J. Dunfey Excellence in Nonprofit Management 2010, awarded to NH Coalition Against Domestic and Sexual Violence

**New Hampshire Coalition Against Domestic and Sexual Violence**  
**Job Description: Program Director**

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

The above mission is accomplished by the Coalition, which includes 14 independent community-based member programs, a Board of Directors and a central staff working together to: 1) Influence public policy on the local, state and national levels; 2) Ensure that quality services are provided to victims; 3) Promote the accountability of societal systems and communities for their responses to sexual violence, domestic violence and stalking; 4) Prevent violence and abuse before they occur.

**Job Objective and Summary:** Provide leadership and oversight in the development and administration of member services, training and technical assistance, statewide programs and other special projects of the NHCADSV in line with its mission, strategic plan and community needs.

**Essential Functions:**

- Develop, implement and direct statewide programs and projects of NHCADSV in response to member program and community needs.
- Recruit, manage, and evaluate program staff to ensure successful implementation of statewide programs.
- Participate on the NHCADSV Management Team to further the mission of NHCADSV and to implement strategic plans.
- Work with Executive Director and Management Team to secure funding for existing statewide programs, and develop and implement new programs and special projects.
- Manage statewide training and technical assistance activities of the NHCADSV.
- Direct implementation of NHCADSV Program Standards and Compliance Monitoring.
- Work with NHCADSV member programs to optimize programming, technical assistance and resource opportunities, and to keep all stakeholders informed of relevant activities of programs.
- Serve on statewide committees and advisory boards to improve multidisciplinary responses to sexual violence, domestic violence and stalking.
- Direct the statewide prevention initiatives of NHCADSV, including primary prevention.
- Develop and implement evaluation methods for statewide programs and special projects.

**Minimum Requirements:** Bachelor's Degree required, advanced degree preferred, with demonstrated program and organizational development skills.

**Preferred Skills:** At least five years of management experience in a dynamic and complex organization necessary. Creativity, professionalism, ability to communicate with diverse audiences, and system collaboration experience. Excellent oral and written communication skills with strong interpersonal and networking abilities. Experience with domestic and sexual violence advocacy and prevention, and providing services to victims. Program evaluation experience preferred.

**Physical and psychological demands:** The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

- Must be physically and mentally capable of performing multiple tasks (such as phone calls, computer work, attending meetings) under stressful situations and able to consistently function well in a fast paced environment.
- Must be capable of using a visual display terminal with keyboard, repetitively use his/her wrist, elbow and shoulder.
- Must be able to talk and hear.
- This position is located in Concord, NH. Frequent travel will be required, including statewide and national travel.

**Disclaimer**

The above statements are intended to describe the general nature and level of work expected for this position. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required. All personnel may be required to perform duties outside of their normal responsibilities from time to time, as needed.

**For Human Resources Only**

Job Category	Director
Exempt/Nonexempt	Exempt
This is a full time position	Full time: 40 hours per week
Supervisor	Executive Director
Department(s)	Program Services & Training
Last Revised	August 2012

# Elizabeth Gruber

[elizabeth@nhcadsv.org](mailto:elizabeth@nhcadsv.org)

603 224-8893 ext. 309

## Education

5/01

*Bachelor of Arts in Political Science, Kent State University, Kent, Ohio*

## Employment

11/04-present

*Technical Assistance Specialist, New Hampshire Coalition Against Domestic and Sexual Violence, Concord NH*

Provide technical assistance to the NHCADSV member program agencies through training of staff and volunteers. Ensure member agency compliance with NHCADSV program standards through monitoring and provision of training and resource materials. Provide support to member program's staff and represent the Coalition on national and statewide prevention initiatives.

2003-2004

*Shelter Advocate, YWCA Crisis Service, Manchester, New Hampshire*

Developed case plans in conjunction with residents' need with continual case management. Assisted residents in obtaining necessary social services such as housing, work and food through city, state and non-profit agencies. Facilitated group and individualized support, advocacy and mediation.

2002-2003

*Direct Service Advocate, AmeriCorps Victim Assistance Program YWCA, Manchester, New Hampshire*

Provided direct service for people who experienced domestic and sexual violence in obtaining restraining orders and offered support throughout court proceedings. Accompanied clients to local social service, law enforcement and healthcare agencies.

2001-2002

*Operator, Portage Area Regional Transportation Authority, Kent, Ohio*

Performed door to door service for special needs, aged, and other Portage County residents. Helped to foster working relationship between clients and local service agencies.

Summer 2001

*Intern, The Federation for Community Planning, Cleveland, Ohio*

Assisted with basic research, data collection, analysis, and issue identification. Collected and developed communication materials for various health and social service organizations. Performed extensive research in program specific fields.

## Computer and Other Skills

Lexis/Nexis, SPSS, Microsoft Works, Word, Excel, Access, PowerPoint, Proposal Writing, fluent in French

# Budget Form

## New Hampshire Department of Health and Human Services

Coalition Against  
Bidder/Program Name: Domestic and Sexual

Sexual Violence  
Budget Request for: Prevention

(Name of RFP)

Budget Period: SFY 14 - 7/1/13-6/30/14

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 168,938.00	\$ -	\$168,938.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 168,938.00</b>	<b>\$ -</b>	<b>\$168,938.00</b>	

Indirect As A Percent of Direct

0.0%

*For DPHS use only*

Maximum Funds Available - (DPHS program to enter total funds) \$168,938.00  
Reconciliation - (this line must be equal to or greater than \$0) \$ -

# Budget Form

## New Hampshire Department of Health and Human Services

Coalition Against  
Bidder/Program Name: Domestic and Sexual

Sexual Violence  
Budget Request for: Prevention

(Name of RFP)

Budget Period: SFY 15 - 7/1/14-6/30/15

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 168,938.00	\$ -	\$168,938.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 168,938.00</b>	<b>\$ -</b>	<b>\$168,938.00</b>	

Indirect As A Percent of Direct

0.0%

*For DPHS use only*

Maximum Funds Available - (DPHS program to enter total funds) \$168,938.00

Reconciliation - (this line must be equal to or greater than \$0) \$ -