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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

August 27, 2014

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

SOLE SOURCE

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a **sole source** amendment to an agreement with New Hampshire Coalition Against Domestic and Sexual Violence Purchase Order # 1031528, Vendor # 155510-B001, PO Box 353, 4 South State Street, Concord, NH 03302-0353, by increasing the Price Limitation by \$125,235 from \$337,876 to \$463,111 to provide additional sexual violence prevention services, effective the date of Governor and Council approval through June 30, 2015. This agreement was originally approved by Governor and Council on June 19, 2013, Item #88.

Funds are available in the following account for SFY 2015, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

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 / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90004008	138,938	0	138,938
SFY 2014	102-500731	Contracts for Prog Svc	90016006	30,000	0	30,000
			Sub Total	168,938	0	168,938
SFY 2015	102-500731	Contracts for Prog Svc	90004008	138,938	125,235	264,173
SFY 2015	102-500731	Contracts for Prog Svc	90016006	30,000	0	30,000
			Sub Total	168,938	125,235	294,173
			Total	\$337,876	\$125,235	\$463,111

EXPLANATION

This is a **sole source** amendment request because the New Hampshire Coalition Against Domestic and Violence is the only statewide organization providing sexual violence prevention and intervention services. The organization is therefore the appropriate entity to provide the services required in this cooperative agreement.

Funds in this amendment will be used to hire and maintain a full time Prevention Coordinator position dedicated to prevention activities. This newly created position will oversee and manage sexual violence prevention activities and subcontracts at the Coalition, attend annual Centers for Disease Control and Prevention annual meetings, facilitate monthly Prevention Educators' meetings, act as Vice Chair of the Sexual Violence Prevention and Implementation Committee, provide technical assistance on best practice sexual violence implementation strategies, direct statewide prevention initiatives of the Coalition, and develop and implement evaluation methods for statewide programs and special projects.

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. However, sexual violence is preventable.

In State Fiscal Year 2013, over 1,500 educational sessions on the primary prevention of sexual violence took place with over 32,000 participants consisting of students of all ages. These sessions were facilitated by prevention educators at the individual member programs /crisis centers of the New Hampshire Coalition Against Domestic and Sexual Violence. 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.

In order to prove effectiveness, evaluation is an essential part of any prevention strategy. The newly created Prevention Coordinator will provide much needed technical assistance in this area.

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.

The New Hampshire Coalition Against Domestic and Sexual Violence was originally 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. In response to the Request for Proposals, one proposal was submitted and evaluated by a team of three reviewers. The proposal from the New Hampshire Coalition Against Domestic and Sexual Violence received a score of 95 out of 100 points and was selected. The Bid Summary is attached.

As discussed previously, the New Hampshire Coalition Against Domestic and Sexual Violence have consistently evaluated their prevention programming, thereby fulfilling their performance measures thus far.

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

1. 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.
2. 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 Funds from the United States Department of Health and Human Services, Centers for Disease Control and Prevention.

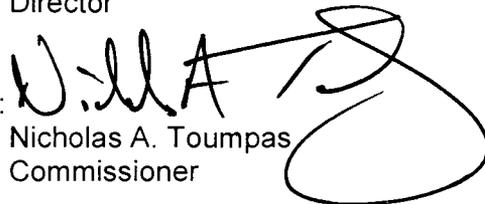
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

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

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

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

RFP Reviewers		Dept./Agency	Qualifications
Name	Title		
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	



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
New Hampshire Coalition Against Domestic and Sexual Violence**

This 1st Amendment to the New Hampshire Coalition Against Domestic and Sexual Violence, contract (hereinafter referred to as "Amendment One") dated this 26 day of August, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Coalition Against Domestic and Sexual Violence, (hereinafter referred to as "the Contractor"), a corporation with a place of business at PO Box 353, 4 South State Street, Concord, New Hampshire 03302-0353.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to continue the relationship with the New Hampshire Coalition Against Domestic and Sexual Violence agency to provide additional sexual violence prevention services.

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

To amend as follows:

- Form P-37, to change:

Block 1.8 to read: \$463,111

- Exhibit A, Scope of Services to add:
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:

The contract price shall increase by \$125,235 for SFY 2015 for a total increase of \$125,235.

Paragraph 1.2 to Paragraph 1:

Funding is available as follows:



- \$125,235 from 05-95-90-902010-5190-102-500731, 100% Federal Funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention, CFDA #93.136, Federal Award Identification Number (FAIN), UF2CE002431.

Delete Paragraph 6

Replace with: 6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:
Exhibit B-1 (2015) - Amendment 1
- Exhibit C, Special Provisions:
 - Delete Exhibit C, Special Provisions
 - Replace with Exhibit C, Special Provisions, dated 06/27/14
 - Add Exhibit C-1, Revisions to General Provisions
- Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance:
 - Delete Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance
 - Replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection, dated 06/27/14

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



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

State of New Hampshire
Department of Health and Human Services

8/28/14
Date

Brook Dupee
Brook Dupee
Bureau Chief

New Hampshire Coalition Against Domestic and
Sexual Violence

8-26-14
Date

Lyn Schollett
Name: Lyn Schollett
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on August 26, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Karin Ashton
Signature of Notary Public or Justice of the Peace

KARIN ASHTON, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/24/2016



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

OFFICE OF THE ATTORNEY GENERAL

9/14/14
Date

[Signature]
Name: Megan A. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: 8/26/14
Date: [Signature]



Exhibit A – Amendment #1

SCOPE OF SERVICES

1. Required Services

The Contractor will provide additional sexual violence prevention services as follows:

1. Initiate and maintain a full time Prevention Coordinator position at the Coalition dedicated to prevention activities. This newly created position will have oversight over the following duties:
 - Act as liaison with the Injury Prevention Program Manager at Department of Health and Human Services, Division of Public Health Services who manages the Rape Prevention Education Grant with the Centers for Disease Control.
 - Attend annual Centers for Disease Control and Prevention grantee meeting with the Injury Prevention Program Manager.
 - Facilitate monthly Prevention Educators' meetings.
 - Act as Vice Chair of the Sexual Violence Prevention and Implementation Committee (SVPPIC), which meets quarterly.
 - Provide technical assistance on best practice sexual violence implementation strategies to Member Programs.
 - Direct the statewide prevention initiatives of the Coalition, including primary prevention.
 - Develop and implement evaluation methods for statewide programs and special projects.
 - Oversee evaluation subcontractor.
2. Oversee and manage the subcontract for evaluation services of all contracted and subcontracted prevention activities consistent with the requirements of the Centers for Disease Control and Prevention grant.
3. Amend the existing 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 to add funding to increase the number of hours dedicated to aforementioned activities.

2. Compliance Requirements

1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

3. Performance Measures

1. 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.
2. 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.

Exhibit B-1 (2015) - Amendment 1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: New Hampshire Coalition Against Domestic and Sexual Violence

Budget Request for: Sexual Violence Prevention
(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval - 06/30/2015)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cos.
1. Total Salary/Wages	\$ 31,700.00	\$ -	\$ 31,700.00	
2. Employee Benefits	\$ 8,196.00	\$ -	\$ 8,196.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 580.00	\$ -	\$ 580.00	
6. Travel	\$ 1,065.00	\$ -	\$ 1,065.00	
7. Occupancy	\$ 870.00	\$ -	\$ 870.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 550.00	\$ -	\$ 550.00	
Postage	\$ 260.00	\$ -	\$ 260.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 620.00	\$ -	\$ 620.00	
Insurance	\$ 640.00	\$ -	\$ 640.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 280.00	\$ -	\$ 280.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 79,494.00	\$ -	\$ 79,494.00	
13. Other (specific details mandatory):	\$ 980.00	\$ -	\$ 980.00	
Maintenance and repairs of computers, snow plowing and office cleaning	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 125,235.00	\$ -	\$ 125,235.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: LMS

Date: 8/26/14



SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders 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 funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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 such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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 directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **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.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **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.

13. **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:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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: Wherever 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 the 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.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. 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.

2. 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.

3. Extension:
 This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Insurance
 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 umbrella excess liability coverage in the amount of \$1,000,000 per occurrence.



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

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

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex



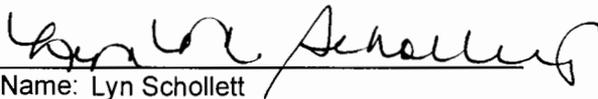
against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name: New Hampshire Coalition Against Domestic and Sexual Violence

8/26/14
Date


Name: Lyn Schollett
Title: Executive Director

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 16th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elizabeth A. Garon, do hereby certify that:

- 1. I am a duly elected Officer of the New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV); and
- 2. the following is a true copy of a resolution adopted at a meeting of the Board of Directors of the NHCADSV held on August 26, 2014.

RESOLVED:

That the Executive Director is hereby authorized on behalf of NHCADSV to enter into the *State of New Hampshire Department of Health and Human Services Amendment #1 to the New Hampshire Coalition Against Domestic and Sexual Violence Sexual Violence Prevention Contract* and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.

- 3. The forgoing resolution has not been amended or revoked, and remains in full force and effect as of the 26th day of August, 2014.
- 4. Lyn M. Schollett is the duly elected Executive Director of NHCADSV.

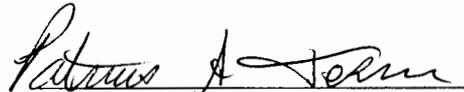

 (Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 26th day of August, 2014, By Elizabeth A. Garon.

(NOTARY SEAL)


 (Notary Public/Justice of the Peace)

Commission Expires: _____
PATRICIA A. TESSIER
 Notary Public - New Hampshire
 My Commission Expires February 22, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/6/2014

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack
	PHONE (A/C No. Ext): (603) 293-2791 FAX (A/C No): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Great American Ins Group	NAIC #
INSURER B: Liberty Mutual Agency	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2014 w/new WC Co. REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			MAC5464236-13	5/15/2014	5/15/2015	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
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			MAC5464236-13	5/15/2014	5/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UMB8234007-06	5/15/2014	5/15/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2815628-14133-120702	5/15/2014	5/15/2015	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<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)

CERTIFICATE HOLDER CANCELLATION

State of NH, Dept of Health & Human Serv. Contracts and Procurement Unit 129 Pleasant Street Concord, NH 03301-4989	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 <i>Pat Mack</i>

**NEW HAMPSHIRE COALITION AGAINST
DOMESTIC AND SEXUAL VIOLENCE**

AUDITED FINANCIAL STATEMENTS

June 30, 2013 and 2012

SINGLE AUDIT REPORTS

June 30, 2013

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE

CONCORD, NEW HAMPSHIRE 03301

TELEPHONE (603) 228-5400

FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization), which comprise the statement of financial position as of June 30, 2013 and the related statement of activities and changes in net assets, statement of functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. The prior year summarized comparative information has been derived from New Hampshire Coalition Against Domestic and Sexual Violence's 2012 financial statements and, in our report dated September 20, 2012; we expressed an unqualified opinion on those financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Coalition Against Domestic and Sexual Violence as of June 30, 2013 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 20, 2013, on our consideration of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and compliance.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
September 20, 2013

New Hampshire Coalition Against Domestic and Sexual Violence
 Statements of Financial Position
 June 30, 2013 and 2012

ASSETS	<u>2013</u>	<u>2012</u>
<u>CURRENT ASSETS</u>		
Cash and Cash equivalents	\$ 313,850	\$ 254,997
Cash and Cash equivalents, temporarily restricted	37,344	68,179
Grants Receivable	780,398	842,592
Prepaid Expenses	11,183	11,256
Total Current Assets	<u>1,142,775</u>	<u>1,177,024</u>
<u>PROPERTY AND EQUIPMENT</u>		
Land	52,143	52,143
Building	267,592	267,592
Equipment	103,423	106,511
Building Improvements	25,736	25,736
	<u>448,894</u>	<u>451,982</u>
Less Accumulated Depreciation	(192,644)	(181,148)
Total Property and Equipment, Net	<u>256,250</u>	<u>270,834</u>
 Total Assets	 <u>1,399,025</u>	 <u>1,447,858</u>
 LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Current Portion of Long-Term Debt	4,690	4,418
Accounts Payable	673,792	723,608
Accrued Expenses	53,488	59,807
Total Current Liabilities	<u>731,970</u>	<u>787,833</u>
<u>LONG-TERM LIABILITIES</u>		
Long-Term Debt, Net of Current Portion	<u>60,504</u>	<u>65,192</u>
<u>NET ASSETS</u>		
Unrestricted	569,207	526,654
Temporarily Restricted	37,344	68,179
Total Net Assets	<u>606,551</u>	<u>594,833</u>
 Total Liabilities and Net Assets	 <u>\$ 1,399,025</u>	 <u>\$ 1,447,858</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Activities
June 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
<u>UNRESTRICTED NET ASSETS</u>		
Support and Revenue:		
Grant Revenue	\$ 4,142,501	\$ 4,694,296
Contributions	244,940	219,951
Donated Services	169,539	127,083
Miscellaneous income	35,146	36,442
Total Support and Revenue	<u>4,592,126</u>	<u>5,077,772</u>
<u>NET ASSETS RELEASED FROM RESTRICTIONS</u>		
Restrictions Satisfied by Payments	<u>141,510</u>	<u>79,327</u>
<u>EXPENSES</u>		
Program Services	4,292,905	4,665,244
Management and General	384,447	487,368
Fundraising	13,731	15,725
Total expenses	<u>4,691,083</u>	<u>5,168,337</u>
Increase (Decrease) in Unrestricted Net Assets	42,553	(11,238)
<u>TEMPORARILY RESTRICTED NET ASSETS</u>		
Grant Revenue	110,675	100,725
Restrictions Satisfied by Payments	<u>(141,510)</u>	<u>(79,327)</u>
Increase (Decrease) in Temporarily Restricted Net Assets	<u>(30,835)</u>	<u>21,398</u>
INCREASE IN NET ASSETS	11,718	10,160
NET ASSETS AT BEGINNING OF YEAR	<u>594,833</u>	<u>584,673</u>
NET ASSETS AT END OF YEAR	<u>\$ 606,551</u>	<u>\$ 594,833</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, 2013
With Comparative Totals for Year Ended June 30, 2012

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total 2013</u>	<u>Total 2012</u>
Salaries	\$ 620,465	\$ 244,690	\$ 8,739	\$ 873,894	\$ 1,074,800
Payroll taxes	48,276	19,039	680	67,995	82,239
Health and Life Insurance	42,719	16,847	602	60,168	58,309
Dental & Other Emp Benefits	23,576	9,298	332	33,206	55,053
Professional Services	93,689	36,948	1,320	131,957	103,128
Contract/Grant Services	3,132,729	-	-	3,132,729	3,376,625
Memberships	3,140	-	-	3,140	2,844
Publications	324	-	-	324	445
Advertising/Recruitment	853	337	12	1,202	8,590
Copying	2,709	1,068	39	3,816	4,471
Office Supplies	8,622	3,400	121	12,143	9,960
Postage	4,886	1,927	68	6,881	5,295
Printing	4,709	1,857	66	6,632	7,040
Equipment & Moving	2,456	969	35	3,460	155
Maintenance & Repair	11,750	4,634	165	16,549	15,377
Rent Expense	355	140	5	500	150
Interest	2,881	1,136	41	4,058	4,315
Parking	-	-	-	-	1,750
Insurance	5,415	2,136	76	7,627	7,321
Retreats	3,986	-	-	3,986	3,563
PMC Stipend	3,900	-	-	3,900	3,300
Staff Development	6,290	2,481	89	8,860	7,095
Travel	38,559	15,207	543	54,309	54,784
Telephone	24,460	9,646	345	34,451	26,856
Utilities	4,328	1,707	61	6,096	5,271
Miscellaneous	9,261	3,652	131	13,044	13,367
AVAP Miscellaneous Expense	84,293	-	-	84,293	78,558
Direct Training	83,513	-	-	83,513	121,610
Community Education	6,179	-	-	6,179	9,235
Depreciation Expense	11,082	4,370	156	15,608	16,155
Accounting Fees	7,500	2,958	105	10,563	10,676
Total Expenses	\$ 4,292,905	\$ 384,447	\$ 13,731	\$ 4,691,083	\$ 5,168,337

**New Hampshire Coalition Against Domestic and Sexual Violence
 Statements of Cash Flows
 Years Ended June 30, 2013 and 2012**

	<u>2013</u>	<u>2012</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Increase in Net Assets	\$ 11,718	\$ 10,160
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities		
Change in restricted cash	30,835	(21,398)
Depreciation	15,608	16,155
Loss on disposal of fixed assets	56	-
(Increase) Decrease in Operating Assets:		
Grants Receivable	62,194	352,485
Prepaid Expenses	73	892
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	(49,816)	(273,394)
Accrued Expenses	(6,319)	1,950
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>64,349</u>	<u>86,850</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Acquisition of Fixed Assets	(1,080)	(2,128)
NET CASH USED BY INVESTING ACTIVITIES	<u>(1,080)</u>	<u>(2,128)</u>
<u>CASH FLOWS FROM FINANCING ACTIVITIES</u>		
Repayment of Long-Term Debt	(4,416)	(4,157)
NET CASH USED BY FINANCING ACTIVITIES	<u>(4,416)</u>	<u>(4,157)</u>
 NET INCREASE IN UNRESTRICTED CASH	 58,853	 80,565
 UNRESTRICTED CASH AT BEGINNING OF YEAR	 <u>254,997</u>	 <u>174,432</u>
 UNRESTRICTED CASH AT END OF YEAR	 <u>\$ 313,850</u>	 <u>\$ 254,997</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash paid during the year for:		
Interest	<u>\$ 4,058</u>	<u>\$ 4,315</u>
Donated Services	<u>\$ 169,539</u>	<u>\$ 127,083</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, 2013 and 2012

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, 2013 and 2012, the value of contributed services relating to printing, community education, direct training and professional fees were \$169,539 and \$127,083, 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, 2013 and 2012

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, 2013 and 2012 was \$15,608 and \$16,155, 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, 2013 and 2012.

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 \$9,936 and \$453 at June 30, 2013 and 2012, respectively.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2013 and 2012

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, 2013 and 2012 respectively, the temporarily restricted net assets are available for the following purpose:

	<u>2013</u>	<u>2012</u>
NH Charitable Foundation Development	\$ 12,581	\$ 12,803
Allstate	1,251	-
Verizon Translation	9,520	-
Verizon Training Capacity & Building	5,000	-
Verizon Prevention	-	245
Women Fund, SANE	-	5,000
Endowment for Health Child Trauma Fund	<u>8,992</u>	<u>50,131</u>
Total	<u>\$ 37,344</u>	<u>\$ 68,179</u>

NOTE C – LONG-TERM NOTES

As of June 30, 2013 and 2012, long-term debt consists of the following:

	<u>2013</u>	<u>2012</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	\$ 65,194	\$ 69,610
Less Current Portion	<u>4,690</u>	<u>4,418</u>
Total Long Term Debt	<u>\$ 60,504</u>	<u>\$ 65,192</u>

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

Years ending June 30:

2014	\$ 4,690
2015	4,980
2016	5,286
2017	5,613
2018	6,326
Thereafter	<u>38,299</u>
Total	<u>\$ 65,194</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, 2013 and 2012.

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, 2013 and 2012 the Organization had \$101,144 and \$73,126 uninsured cash balances, respectively.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2013 and 2012

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, 2013 and 2012 totaled \$6,765 and \$13,270, 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 2012, 2011, and 2010 are subject to examination by the IRS, generally for three years after they were filed.

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

NOTE I - SUBSEQUENT EVENT

Consideration has been given to determine if any events that occurred subsequent to the financial statement date, June 30, 2013 and prior to the report date, September 20, 2013, of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE J - FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Coalition is required to disclose certain information about its financial assets and liabilities. As of June 30, 2013 and 2012 the Organization had no financial instruments subject to the disclosure requirements. Cash and cash equivalents, grants receivable, investments, accounts payable and accrued expenses reported in the statement of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of New Hampshire Coalition Against Domestic and Sexual Violence, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise New Hampshire Coalition Against Domestic and Sexual Violence's basic financial statements, and have issued our report thereon dated September 30, 2013.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
September 20, 2013

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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MEMBER OF THE PRIVATE
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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
Concord, New Hampshire

Compliance

We have audited New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs for the year ended June 30, 2013. New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of New Hampshire Coalition Against Domestic and Sexual Violence's management. Our responsibility is to express an opinion on 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 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 of New Hampshire Coalition Against Domestic and Sexual Violence's compliance with those requirements.

In our opinion, New Hampshire Coalition Against Domestic and Sexual Violence complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2013.

Internal Control Over Compliance

Management of New Hampshire Coalition Against Domestic and Sexual Violence is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered 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 is 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 response.

This report is intended solely for the information and use of management, the Board of Directors, others within the entity, 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 20, 2013

**New Hampshire Coalition Against Domestic and Sexual Violence
Summary of Findings and Question Costs
Year Ended June 30, 2013**

SECTION I – SUMMARY OF AUDITOR’S RESULTS

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

Family Violence Prevention Service Act	93,671
Victims of Crime Act	16,575
Violence Against Women Act	16,588
8. The threshold for distinguishing Types A and B Programs was: \$300,000.
9. The New Hampshire Coalition Against Domestic and Sexual Violence was determined to be a low-risk auditee.

SECTION II – FINDINGS: FINANCIAL STATEMENT AUDIT

No matters were reported.

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

No matters were reported.

New Hampshire Coalition Against Domestic and Sexual Violence
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2013

<u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Health and Human Services:</u>			
Direct Programs:			
Family Violence Prevention Services Act	93.591	G-1101NHSDVC	40,652
Family Violence Prevention Services Act	93.591	G-1101NHSDVC	175,261
Family Violence Prevention Services Act	93.592		48,839
Family Violence Prevention Services Act	93.671		7,000
Total Direct Programs			<u>271,752</u>
Pass-Through Programs from State of NH Department of HHS			
Family Violence Prevention Services Act	93.671	611370-05	838,054
Sexual Violence Prevention	93.991	102-500731	168,368
Total Pass-Through Programs			<u>1,006,422</u>
TOTAL U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES			<u><u>1,278,174</u></u>
<u>U.S. Department of Justice:</u>			
Direct Program - Violence Against Woman Act of 2000	16.588		<u>211,309</u>
Pass-Through Programs from State of NH Department of Justice:			
Victims of Crime Act (VOCA)	16.575	2012010	70,904
Victims of Crime Act (VOCA)	16.575	2013010	1,019,393
VOCA, Training	16.575	2012010	16,529
VOCA, Training	16.575	2013010	3,011
VOCA, Addtl Training	16.575	2011010	11,427
VOCA, Addtl Training	16.575	2013010	246
VOCA, Technology & Foundation Project	16.575	2012010	10,735
VOCA, Technology & Foundation Project	16.575	2013010	68,250
VOCA, Technology Solutions	16.801	R2012VA10A	7,854
BYRNE, American Reinvestment and Recovery Act	16.803	09JAR003B	92,591
BYRNE, American Reinvestment and Recovery Act	16.803	09JAR003C	25,309
VAWA, SASP	16.017	2012SASP01	128,047
VAWA, SASP	16.017	2013SASP01	23,230
VAWA, Sexual Assault Examiner	16.588	2012W091	38,283
VAWA, Sexual Assault Examiner	16.588	2013W091	11,636
VAWA, DHHS Trainer	16.588	2012W090	22,131
VAWA, DHHS Trainer	16.588	2013W090	5,148
VAWA, Enhancing Sexual Assault Victim Services	16.588	2012WO81A	1,533
VAWA, Enhancing Sexual Assault Victim Services	16.588	2012WO81B	38,895
VAWA, Enhancing Sexual Assault Victim Services	16.588	2013W081	30,843
Total Pass-Through Programs			<u>1,625,995</u>
TOTAL U.S. DEPARTMENT OF JUSTICE			<u><u>1,837,304</u></u>
<u>Corporation for National & Community Services:</u>			
Direct Program - AmeriCorps Victim Assist Program	94.006		<u>275,218</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u><u>\$ 3,390,696</u></u>

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to schedule of Expenditures of Federal Awards
Year Ended June 30, 2013

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of New Hampshire Coalition Against Domestic and Sexual Violence under programs of the federal government for the year ended June 30, 2013. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of New Hampshire Coalition Against Domestic and Sexual Violence, it is not intended to and does not present the financial position, changes in net assets, or cash flows of New Hampshire Coalition Against Domestic and Sexual Violence.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

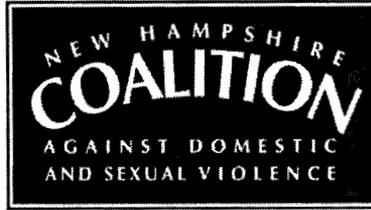
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited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

NOTE C – SUBRECIPIENTS

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

<u>Program Title</u>	<u>Federal CFDA #</u>	<u>Amount Provided</u>
Family Violence Prevention Services Act	93.671	\$ 838,054
Sexual Violence Prevention	93.991	168,368
Violence Against Women	16.588	71,271
Sexual Assault Services Program	16.017	151,277
Byrne, American Reinvestment and Recovery Act	16.803	92,591
Victims of Crime Act	16.575	<u>1,019,393</u>
		<u>\$2,340,954</u>

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

NHCADSV Vision and Mission

MEMBERS:

*RESPONSE to Sexual &
Domestic Violence*
Berlin
Groveton

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

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

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.

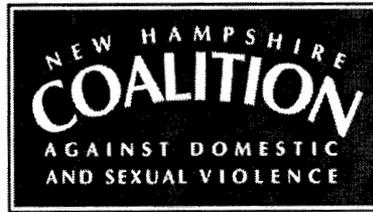
Note: The language below will be used in grant applications and other documents to provide further clarification of what the Coalition does. The statement above is the actual Mission Statement.

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

P.O. Box 353
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 Phone: (603)-224-8893
 fax: (603)-228-6096
www.nheadsv.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 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 Member Terms*

Board Member	Election to Board	Re-election to Board	Term Expires
Harvey, Suzanne	10/2011		10/2014
Beaudet, Jennifer Turco	5/2012		5/2015
Garon, Elizabeth	5/2009	5/2012	5/2015
Indelicato, Suzette	5/2012		5/2015
Reams, Dawn	10/2012		10/2015
Magoon, Linda	2/2013		2/2016
Newell, Jo Fonda	10/2013		10/2016
O'Neil, Peggy	10/2013		10/2016
Matheson, Sandra	05/2014		05/2017
Paris, Eulalie	05/2014		05/2017
Bakis, Gail	05/2014		05/2017

Officers**

Position	Board Member	Election to Position	Term Expires*
Chair	Garon, Elizabeth	10/2013	10/2014
Vice Chair	Reams, Dawn	10/2013	10/2014
Treasurer	Magoon, Linda	10/2013	10/2014
Clerk	Beaudet, Jennifer Turco	10/2013	10/2014

* A member's term begins with first meeting following election to the board and expires at the close of the monthly meeting in the month indicated.

** An officer's term ends at the close of the annual meeting in the year indicated.

Updated June 2014

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: New Hampshire Coalition Against Domestic and Sexual Violence

Name of Program: Sexual Violence Prevention

BUDGET PERIOD:		SFY 15 (date of G&C Approval through June 30, 2015)		
NAME	JOB TITLE	SALARY (9 Mths Annual Salary)	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Lyn Schollett	Executive Director	\$63,750	0.00%	\$0.00
Shanna Beckwith	Program Director	\$40,950	0.00%	\$0.00
Pamela English	Administrative Director	\$47,888	4.80%	\$2,300.00
To Be Hired	Prevention Coordinator	\$31,500	93.33%	\$29,400.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$31,700.00

Lyn M. Schollett

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603-224-8893
lyn@nhcadsv.org

CAREER SYNOPSIS

Seasoned sexual assault coalition General Counsel

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

Experienced public policy advocate

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

Highly skilled communicator

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

Accomplished non-profit manager

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

Efficient and effective manager

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

EMPLOYMENT

2013-Present

NH Coalition Against Domestic & Sexual Violence

Concord, NH

Direct and lead a statewide organization that is a national leader in the movement to end violence against women. Effectively supervise staff in their function to provide funding, training, technical assistance, public policy advocacy, community outreach and development, and forums for resource sharing and networking of the NHCADSV in line with its mission, strategic plan and community needs.

1996 to 2013	<p>Illinois Coalition Against Sexual Assault Springfield, IL <u>General Counsel</u> for statewide coalition of 32 sexual assault centers. Advise board on governance and non-profit matters. Provide technical assistance to member programs on wide range of legal issues impacting the provision of rape crisis services. Train and advise representatives of the criminal justice system. Represent coalition to elected officials, statewide stakeholders and media.</p>
2005 to 2006	<p>Southern Illinois University School of Medicine Springfield, IL <u>Adjunct Faculty</u> Taught Studies in Medical-Legal Aspects of Obstetrics and Gynecology course to MD/JD joint degree students.</p>
1994 to 1996 and summer of 1992	<p>Sachnoff & Weaver, Ltd. Chicago, IL <u>Associate</u>, Litigation Department Drafted motions and trial briefs and presented appellate oral argument in securities fraud case; defended case-dispositive motions; prepared discovery; defended and took depositions; tried commercial leasing case; drafted articles regarding sexual harassment for client advisory newsletter; investigated and resolved potential conflicts of interest for law firm.</p>
1993 to 1994	<p>The Honorable Harold A. Baker, U.S. District Court, C.D. Ill. Danville, IL <u>Law Clerk</u> Conducted legal research and drafted bench memoranda in preparation for hearings and trials; drafted legal opinions.</p>

VOLUNTEER LEADERSHIP

2006 - 2012	<p>Planned Parenthood Federation of America <u>Member and Officer</u>, Board of Directors Assumed wide range of volunteer leadership roles for national reproductive health care organization, including strategic planning for service provision, reformulating board governance structure, spearheading membership adoption of core service standards for all affiliates, grassroots leadership development and political advocacy related to women's health. Served as vice chair for three years.</p>
2008 - 2012	<p>Planned Parenthood of Illinois <u>Member</u>, Board of Directors</p>
1997-2003	<p>Planned Parenthood, Springfield Area <u>Member</u>, Board of Directors Engaged in strategic planning, fundraising and direction for reproductive health clinic. Chaired committee to open new self-sustaining clinic. Served as board chair.</p>
1997 - present	<p>Springfield Bicycle Club <u>Volunteer and Board Member</u>. Organize and lead cycling events for riders of all ages and experience levels; advocate for funding and public policies to support safe cycling.</p>

EDUCATION

J.D., 1993	<p>Northwestern University School of Law Chicago, IL Juris Doctor</p>
B.Ph., 1989	<p>Miami University Oxford, OH Bachelor of Philosophy in Constitutional Law and Women's Issues</p>

Shanna Beckwith
NHCADSV
PO Box 353
Concord, NH 03302
(603) 224-8893
shanna@nhcadsv.org

EDUCATION

University of New Hampshire School of Law, Concord, NH
Juris Doctor, 2012
Admitted to NH state and federal bar: Nov. 2012

Franklin Pierce University (formerly Franklin Pierce College), Rindge, NH
Bachelor of Arts Psychology, 3.6 GPA, 2001

EXPERIENCE

- June 2013-
Present **New Hampshire Coalition Against Domestic and Sexual Violence**, Concord, NH
Program Director
- Develop, implement, and direct statewide programs and projects of NHCADSV
 - Recruit, manage and evaluate program staff
 - Participate in the NHCADSV Leadership Team
 - Work with the Executive Director and the Leadership Team to secure funding for existing statewide programs
 - Develop and implement new programs and special projects
 - Manage statewide training and technical assistance activities of NHCADSV
 - Direct implementation of Program Standards and Compliance Monitoring
 - Work with member programs to optimize programming, technical assistance and resource opportunities and keep all stakeholders informed of relevant activities of the programs
 - Serve on statewide committees and advisory boards to improve multi-disciplinary responses to sexual violence, domestic violence and stalking
 - Direct the statewide prevention initiatives of NHCADSV
 - Develop and implement evaluation methods for statewide programs and special projects
- Jan. 2013-
June 2013 **New Hampshire Legal Assistance**, Claremont, NH
Attorney, UNH Fellowship awardee
- Represented survivors of domestic violence in divorce and parenting cases
 - Represented survivors of domestic violence in final domestic violence restraining order hearings
 - Provided survivors of domestic violence with unbundled legal services and advice
 - Drafted documents and performed legal research
 - Represented clients in public housing eviction cases
- Jan. 2012-
April 2012 **Keene Police Department**, Keene, NH
Legal Intern, Keene Police Prosecutor
- Performed research.
 - Drafted various motions.
 - Conducted probable cause hearings.
 - Litigated misdemeanor claims in court.

- Observed numerous arraignments, sentencing hearings and review hearings.

June 2011- **New Hampshire Legal Assistance**, Claremont, NH

Dec. 2011 *Legal Intern, Public Interest Coalition (PIC) Fellowship awardee*

- Clerked for the Director of the Domestic Violence Assistance Program in civil family law cases.
- Performed research and consultation.
- Drafted documents, including interrogatories and motions.
- Interviewed clients and assisted with completing other court documents.

2002-2009 **Monadnock Center for Violence Prevention**, Keene, NH

Direct Services Coordinator

- Supervised and provided 24 hour crisis intervention services to victims of domestic and sexual violence, including court advocacy.
- Assisted in maintenance of local DOVE attorney panel.
- Developed and maintained positive working relationships with courts, attorneys, law enforcement, legal service programs and local social service agencies.
- Supervised 5-6 staff advocates and 20 volunteer advocates.
- Taught bi-annual, 45-hour training program.
- Implemented required program standards and provided data entry for the victim statistical database.

Aug. 2001- **Monadnock Center for Violence Prevention**, Keene, NH

May 2002 *Domestic Violence Program Specialist*

- Worked as a liaison with the Division of Children, Youth and Families (DCYF) on cases involving domestic violence and child abuse and neglect.
- Provided information and education to CPSW's on domestic violence.
- Facilitated an educational support group for non-offending parents on the effects of domestic violence on children.
- Provided crisis intervention services to victims of domestic and sexual violence.

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

- Twenty 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

- Financial Management: budgeting and financial statement preparation.
- Policy development
- Human Resources Management: supervise four employee positions. Specify and identify ways to increase productivity in the workplace.
- Organizational 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
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: Prevention Coordinator

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.

Job Objective and Summary: Provide oversight of the implementation of the State Rape Prevention Education (RPE) grant, which includes four components. The first is the implementation of sexual violence prevention strategies at the member program level. The second is the provision of technical assistance on the implementation of these prevention strategies making sure they reflect best practice. The third is building prevention programming evaluation infrastructure and capacity, and the fourth is participating in CDC and State required support activities.

Essential Functions:

- Act as liaison with the RPE Program Manager at the State's Injury Prevention Program.
- Attend annual Centers for Disease Control and Prevention RPE grantee meeting.
- Facilitate monthly Prevention Educators' meetings.
- Act as Vice Chair of the Sexual Violence Prevention and Implementation Committee (SVPPIC), which meets quarterly.
- Provide technical assistance on best practice sexual violence implementation strategies to Member Programs.
- Prepare for and implement Prevention Institute, which will partially serve in the role of providing technical assistance, particularly in the area of evaluation.
- Work with Program Director to secure additional funding for existing statewide programs, and develop and implement new programs and special projects.
- 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 experience with sexual violence prevention and advocacy. Program evaluation experience 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.

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.

JUN07'13 AM10:11 DAS

88 JB



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

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



G&C Approval Date: 06/19/2013
G&C Item #: 88

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

Her Excellency, Governor Margaret Wood Hassan
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June 3, 2013
Page 2

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
Page 3

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.

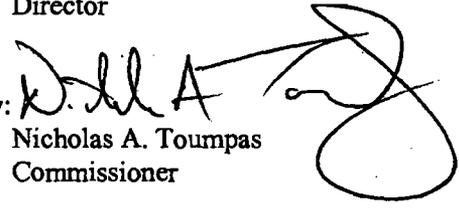
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

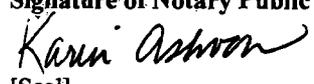
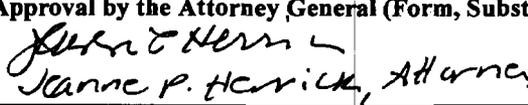
Subject: Sexual Violence Prevention

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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 31st (annual report) and June 30th (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

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 20th 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.