



Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

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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max

May 5, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** amendment to an existing contract with the 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 \$601,844 from \$1,017,871 to \$1,619,715 to provide sexual violence prevention services, and extend the Completion Date from June 30, 2017 to September 30, 2018, effective July 1, 2017 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on June 19, 2013, Item #88, and subsequently amended on October 1, 2014, Item # 11 and on May 6, 2015, Item #20. Funds are 100% Federal Funds.

Funds are anticipated to be available in SFY 2018 and SFY 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	90004008	138,938	0.00	138,938
2014	102-500731	Contracts for Prog Svc	90016006	30,000	0.00	30,000
			Sub Total	\$168,938	\$0.00	\$168,938
2015	102-500731	Contracts for Prog Svc	90004008	264,173	0.00	264,173
2015	102-500731	Contracts for Prog Svc	90016006	30,000	0.00	30,000
			Sub Total	\$294,173	\$0.00	\$294,173
2016	102-500731	Contracts for Prog Svc	90004008	247,380	0.00	247,380
2016	102-500731	Contracts for Prog Svc	90016006	30,000	0.00	30,000
			Sub Total	\$277,380	\$0.00	\$277,380

2017	102-500731	Contracts for Prog Svc	90004008	247,380	0.00	247,380
2017	102-500731	Contracts for Prog Svc	90016006	30,000	0.00	30,000
			Sub Total	\$277,380	\$0.00	\$277,380
2018	102-500731	Contracts for Prog Svc	90016006	0.00	43,700	43,700
2019	102-500731	Contracts for Prog Svc	90016006	0.00	7,500	7,500
			Sub Total	\$0.00	\$51,200	\$51,200
			Sub Total	\$1,017,871	\$51,200	\$1,069,071

05-95-90-902010-3388, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, RAPE PREVENT & EDUCATION (RPE)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease d) Amount	Total Amount
2018	102-500731	Contracts for Prog Svc	90004008	0.00	440,515	440,515
2019	102-500731	Contracts for Prog Svc	90004008	0.00	110,129	110,129
			Sub Total	\$0.00	\$550,644	\$550,644
			TOTAL	\$1,017,871	\$601,844	\$1,619,715

EXPLANATION

The Department is requesting this **sole source** 15-month amendment to 1) avoid a break in service of these critical services, and 2) allow the Department adequate time to develop and publish a new Request for Proposal.

Funds in this agreement will be used for activities designed to reduce sexual violence. The vendor and its member programs will provide training and sexual violence prevention education to New Hampshire students and college age residents. The vendor and its member programs will also provide professional development for teachers and law enforcement. All activities will be aligned with the goals of the Centers for Disease Control and Prevention, Rape Prevention and Education Program and the New Hampshire Sexual Violence Prevention Plan.

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.

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 2016, over 900 educational sessions on the primary prevention of sexual violence took place with over 39,000 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, approximately 2,200 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, improve annually.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

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 initially selected for this project through a competitive bid process.

The Contractor has successfully performed and achieved the performance measures of the original contract. The Contractor will ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:

- 80% of primary sexual violence prevention programs targeted to students will be evaluated and analyzed.
- 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,



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Sexual Violence Prevention Services**

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

This 3rd Amendment to the Sexual Violence Prevention Services contract (hereinafter referred to as "Amendment Three") dated this 1st day of May, 2017, 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 4 South State Street, Concord, NH 03302-0353.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #88, and subsequently amended on October 1, 2014, Item #11, and on May 6, 2015, Item #20, 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 parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and

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

1. Amend Form P-37, Block 1.6, to add Account Number: 05-95-90-902010-3388-102-500731.
2. Amend Form P-37, Block 1.7, to read September 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$601,844 from \$1,017,871 to read: \$1,619,715.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10 to read 603-271-9246.
6. Delete Exhibit A Amendment #2 in its entirety and replace with Exhibit A Amendment #3.
7. Delete Exhibit B in its entirety and replace with Exhibit B Amendment #1.



New Hampshire Department of Health and Human Services
Sexual Violence Prevention Services

- 8. Amend Budget to:
 - Add Exhibit B-2 Budget
 - Add Exhibit B-3 Budget

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

Name: Lisa Morris, MSSW
Title: Director

5/9/17

Date

NH Coalition Against Domestic and Sexual Violence

Name: Lyn M. Schollett
Title: Executive Director

5/4/17

Date

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 5-4-17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Pamela English

Name and Title of Notary or Justice of the Peace

My Commission Expires: 10-29-2019

**New Hampshire Department of Health and Human Services
Sexual Violence Prevention Services**



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

OFFICE OF THE ATTORNEY GENERAL

5/20/17
Date

[Signature]
Name: Megan 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:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will 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 ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

2. Scope of Services

The Contractor shall:

- 2.1. Provide primary prevention activities for the reduction of sexual violence in alignment with the goals and objectives of the Centers for Disease Control and Prevention's (CDC) Rape Prevention and Education (RPE) Grant
<https://www.cdc.gov/violenceprevention/rpe/index.html>.
- 2.2. Attend quarterly meetings and act as Co-Chair of the Sexual Violence Prevention Planning and Implementation Committee (SVPPIC) towards the goal of advising on the implementation of the Sexual Violence Prevention Plan.
- 2.3. 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 socioecological 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.
- 2.4. Subcontract for the provision of evaluation services, including the implementation of the Federal grant Evaluation Plan.
- 2.5. The contractor shall fund a full-time Prevention Coordinator position to provide programmatic and technical assistance to subcontracted member programs, as well as provide oversight of RPE grant implementation activities at the New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV) level.
- 2.6. Send staff to the annual CDC Grantee Meeting, and other meetings and/or training identified by the DHHS/DPHS.



3. Quality or Performance Improvement (QI/PI) Reporting

- 3.1. Submit data reports quarterly. The DHHS/DPHS will notify the contractor at least 30 days in advance of any changes in the submission schedule. Data shall include, but not be limited to:
 - 3.1.1. Professional trainings including number, type, location, audience and results of any evaluation conducted.
 - 3.1.2. Educational sessions including number, type, grade if student audience (preschool, elementary, middle school, high school, and college), location, and results of any evaluation conducted.
 - 3.1.3. Detailed information on any community mobilization, policy change, norms change and coalition building applicable to sexual violence prevention.
 - 3.1.4. Updates on services and any evaluation training provided to subcontractors.
 - 3.1.5. Written narrative on prevention strategies used and how and what risk and protective factors were addressed.
- 3.2. Complete and submit a needs assessment with respect to sexual violence prevention that will include data collection, sources used, as well as target populations.
- 3.3. Allow a team or person authorized by the DHHS/DPHS 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.
- 3.4. Take corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

4. State and Federal Laws

The Contractor shall:

- 4.1. Be responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:
- 4.2. Ensure that all 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, RSA 631:6, Assault and Related Offences.
- 4.3. Publications funded under this contract shall be responsible to adhere to the requirements in Exhibit C Special Provisions, Paragraph 14. Prior Approval and Copyright Ownership.
- 4.4. The Contractor shall ensure equal access to quality health services and provide culturally and linguistically appropriate services and adhere to the requirements in Exhibit C Special Provisions, Paragraph 16. Limited English Proficiency (LEP).
- 4.5. DHHS recognizes that Contractors may choose to use subcontractors with specific expertise to perform certain services or functions for efficiency or convenience. However, the

S/4/17
LMS



Contractor shall retain the responsibility and accountability for the function(s) for any services required by this Contract that are provided, in whole or in part, by a subcontracted agency or provider, and adhere to the requirements in Exhibit C Special Provisions, Paragraph 19. Subcontractors of this Contract.

- 4.6. Adhere to the Health Insurance Portability and Accountability Act requirements to maintain the confidentiality of protected health information provided by individuals who contact the poison control center in Exhibit I Health Insurance Portability Act Business Associate Agreement.
- 4.7. 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.

5. Staffing

5.1. New Hires

- 5.1.1. The Contractor shall notify the DHHS/DPHS in writing within one month of hire when a new administrator, clinical coordinator, or any staff person essential to carrying out contracted services is hired to work in the program.
- 5.1.2. Resumes of new staff shall be submitted to DHHS/DPHS with the agency's application for funding.

5.2. Vacancies

- 5.2.1. The contractor must notify the DHHS/DPHS in writing if any critical position is vacant for more than one month, or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month. This may be done through a budget revision
- 5.2.2. Before an agency hires new program personnel that do not meet the required staff qualifications, the agency shall notify the DHHS/DPHS in writing requesting a waiver of the applicable staffing requirements. The Section may grant waiver based on the need of the program, individuals' experience, and additional training.

6. Performance Measures

6.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:

- 6.1.1. 80% of primary sexual violence prevention programs will be evaluated and analyzed.
- 6.1.2. 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 A Amendment #3

- 6.1.3. The workplan, provided by the Centers for Disease Control and Prevention, for the overall program evaluation will be reviewed monthly and 100% of deadlines shall be met. If unmet, a brief justification will be provided with a new proposed completion date.

- 6.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with:
 - 1.1.1. 100% federal funds from the Centers for Disease Prevention and Control, Rape Prevention and Education Program, CFDA #93.136, Federal Award Identification Number (FAIN), UF2CE002431. \$440,515 in SFY 18, \$110,129 in SFY 19.
 - 1.1.2. 100% federal funds from the Centers for Disease Prevention and Control, Preventative Health and Human Services Block Grant, CFDA #93.758, Federal Award Identification Number (FAIN), NB01OT009098. \$43,700 in SFY 18, \$7,500 in SFY 19.
 - 1.2. The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or hard copies may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A Amendment #3, Scope of Services.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: NH Coalition Against Domestic and Sexual Violence

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

Budget Period: SFY 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 40,350.00	\$ -	\$ 40,350.00	
2. Employee Benefits	\$ 5,000.00	\$ -	\$ 5,000.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 1,545.00	\$ -	\$ 1,545.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,485.00	\$ -	\$ 1,485.00	
6. Travel	\$ 4,600.00	\$ -	\$ 4,600.00	
7. Occupancy	\$ 1,500.00	\$ -	\$ 1,500.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 780.00	\$ -	\$ 780.00	
Postage	\$ 160.00	\$ -	\$ 160.00	
Subscriptions	\$ 220.00	\$ -	\$ 220.00	
Audit and Legal	\$ 780.00	\$ -	\$ 780.00	
Insurance	\$ 570.00	\$ -	\$ 570.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 325.00	\$ -	\$ 325.00	
11. Staff Education and Training	\$ 5,150.00	\$ -	\$ 5,150.00	
12. Subcontracts/Agreements	\$ 421,750.00	\$ -	\$ 421,750.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 484,215.00	\$ -	\$ 484,215.00	

Indirect As A Percent of Direct

0.0%

Exhibit B-2 Budget

Contractor Initials: LMS

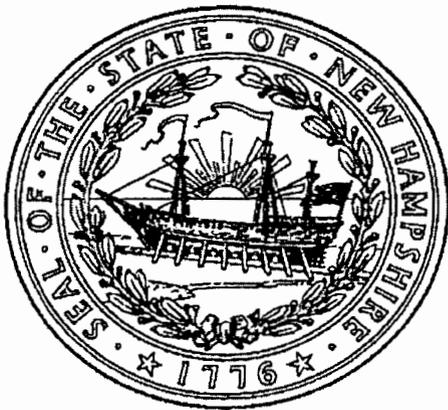
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 30, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63838



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 3rd day of April A.D. 2017.

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

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Amy Vorenberg, Clerk --Board of Directors, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

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

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

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

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 4th day of May, 2017.
(Date Contract Signed)

4. Lyn M. Schollett is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Amy Vorenberg
(Signature of the Elected Officer) Clerk, NHCADSV

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 4th day of May, 2017.

By Amy Vorenberg
(Name of Elected Officer of the Agency)

Pamela English
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10-29-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2017

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 17-18 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MAC5464236-16	5/15/2017	5/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			MAC5464236-16	5/15/2017	5/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB8234007-09	5/15/2017	5/15/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-31S-604577-017	5/15/2017	5/15/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

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



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
Lacoma

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

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

AUDITED FINANCIAL STATEMENTS

June 30, 2016 and 2015

SINGLE AUDIT REPORTS

June 30, 2016

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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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

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016 and the related statement of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Coalition Against Domestic and Sexual Violence as of June 30, 2016 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the New Hampshire Coalition Against Domestic and Sexual Violence's 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 6, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 3, 2016, 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
October 3, 2016

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Financial Position
June 30, 2016 and 2015

ASSETS	<u>2016</u>	<u>2015</u>
<u>CURRENT ASSETS</u>		
Cash, unrestricted	\$ 374,488	\$ 318,172
Cash, temporarily restricted	38,348	46,266
Grants Receivable	1,112,096	940,590
Prepaid Expenses	12,552	11,715
Total Current Assets	<u>1,537,484</u>	<u>1,316,743</u>
<u>PROPERTY AND EQUIPMENT</u>		
Land	52,143	52,143
Building	267,592	267,592
Equipment	102,623	103,122
Building Improvements	25,736	25,736
	<u>448,094</u>	<u>448,593</u>
Less Accumulated Depreciation	(217,290)	(207,908)
Total Property and Equipment, Net	<u>230,804</u>	<u>240,685</u>
 Total Assets	 <u><u>1,768,288</u></u>	 <u><u>1,557,428</u></u>
 LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Current Portion of Long-Term Debt	5,751	5,473
Accounts Payable	914,251	782,576
Accrued Expenses	74,949	48,808
Total Current Liabilities	<u>994,951</u>	<u>836,857</u>
<u>LONG-TERM LIABILITIES</u>		
Long-Term Debt, Net of Current Portion	<u>43,903</u>	<u>49,652</u>
<u>NET ASSETS</u>		
Unrestricted	691,086	624,653
Temporarily Restricted	38,348	46,266
Total Net Assets	<u>729,434</u>	<u>670,919</u>
 Total Liabilities and Net Assets	 <u><u>\$ 1,768,288</u></u>	 <u><u>\$ 1,557,428</u></u>

See Independent Auditors' Report and Notes to Financial Statements

**New Hampshire Coalition Against Domestic and Sexual Violence
 Statements of Activities
 Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
<u>UNRESTRICTED NET ASSETS</u>		
Support and Revenue:		
Grant Revenue	\$ 4,729,261	\$ 4,329,040
Contributions	330,241	253,131
Donated Services	169,443	186,547
Miscellaneous income	25,800	37,887
Total Support and Revenue	<u>5,254,745</u>	<u>4,806,605</u>
<u>NET ASSETS RELEASED FROM RESTRICTIONS</u>		
Net Assets Released from Donor Imposed Restriction	<u>63,687</u>	<u>59,275</u>
<u>EXPENSES</u>		
Program Services	5,091,124	4,648,433
Management and General	141,588	192,029
Fundraising	19,287	14,771
Total expenses	<u>5,251,999</u>	<u>4,855,233</u>
 Increase in Unrestricted Net Assets	66,433	10,647
<u>TEMPORARILY RESTRICTED NET ASSETS</u>		
Grant Revenue	55,769	44,795
Net Assets Released from Donor Imposed Restriction	<u>(63,687)</u>	<u>(59,275)</u>
 (Decrease) in Temporarily Restricted Net Assets	<u>(7,918)</u>	<u>(14,480)</u>
INCREASE (DECREASE) IN NET ASSETS	58,515	(3,833)
NET ASSETS AT BEGINNING OF YEAR	<u>670,919</u>	<u>674,752</u>
NET ASSETS AT END OF YEAR	<u>\$ 729,434</u>	<u>\$ 670,919</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, 2016
With Comparative Totals for Year Ended June 30, 2015

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total 2016</u>	<u>Total 2015</u>
Salaries	\$ 938,208	\$ 89,309	\$ 12,164	\$ 1,039,681	\$ 936,076
Payroll taxes	75,943	7,229	985	84,157	80,088
Health and Dental Insurance	74,454	7,087	966	82,507	71,433
Other Employee Benefits	28,722	2,734	372	31,828	22,287
Professional Services	129,778	12,354	1,683	143,815	137,460
Contract/Grant Services	3,462,638	-	-	3,462,638	3,243,483
Memberships	3,649	347	47	4,043	3,978
Publications	614	58	8	680	490
Advertising/Public Awareness	832	79	11	922	2,794
Copying	3,805	362	49	4,216	4,215
Office Supplies	21,884	2,083	284	24,251	12,395
Postage	3,764	358	49	4,171	5,297
Printing	4,091	389	53	4,533	6,616
Equipment & Moving	2,766	263	36	3,065	1,210
Maintenance & Repair	25,522	2,429	331	28,282	18,882
Rent Expense	203	19	3	225	51
Interest	2,372	226	31	2,629	2,892
Parking	322	31	4	357	10
Insurance	8,001	762	104	8,867	8,855
PMC Stipend	2,166	206	28	2,400	3,200
Staff Development	15,926	1,516	206	17,648	16,914
Travel	55,027	5,238	713	60,978	68,912
Telephone	38,553	3,670	500	42,723	36,079
Utilities	4,152	395	54	4,601	7,509
Miscellaneous	25,912	2,467	336	28,715	8,059
AVAP Miscellaneous Expense	69,617	-	-	69,617	71,240
AVAP Member Training/Education	1,929	-	-	1,929	3,291
Direct Training	63,605	-	-	63,605	52,145
Community Education	5,902	-	-	5,902	7,926
Depreciation Expense	8,917	849	116	9,882	10,103
Accounting Fees	11,850	1,128	154	13,132	11,343
Total Expenses	<u>\$ 5,091,124</u>	<u>\$ 141,588</u>	<u>\$ 19,287</u>	<u>\$ 5,251,999</u>	<u>\$ 4,855,233</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Cash Flows
Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Increase (Decrease) in Net Assets	\$ 58,515	\$ (3,833)
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities		
Change in restricted cash	7,918	14,480
Depreciation	9,881	10,103
Loss on disposal of fixed assets	-	209
(Increase) Decrease in Operating Assets:		
Grants Receivable	(171,506)	(118,313)
Prepaid Expenses	(837)	(1,132)
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	131,675	108,262
Accrued Expenses	26,141	5,894
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>61,787</u>	<u>15,670</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Acquisition of Fixed Assets	-	(3,099)
NET CASH USED BY INVESTING ACTIVITIES	<u>-</u>	<u>(3,099)</u>
<u>CASH FLOWS FROM FINANCING ACTIVITIES</u>		
Repayment of Long-Term Debt	(5,471)	(5,208)
NET CASH USED BY FINANCING ACTIVITIES	<u>(5,471)</u>	<u>(5,208)</u>
 NET INCREASE IN UNRESTRICTED CASH	 56,316	 7,363
 UNRESTRICTED CASH AT BEGINNING OF YEAR	 <u>318,172</u>	 <u>310,809</u>
UNRESTRICTED CASH AT END OF YEAR	<u>\$ 374,488</u>	<u>\$ 318,172</u>
 <u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</u>		
Cash paid during the year for:		
Interest	<u>\$ 2,628</u>	<u>\$ 2,892</u>
Donated Services	<u>\$ 169,443</u>	<u>\$ 186,547</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, 2016 and 2015

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 13 independent member programs committed to ending domestic and sexual violence. The Coalition assists its member groups by providing technical assistance and training, support in developing new programs, and by serving as a statewide clearinghouse and coordinating organization. It administers state and federal contracts that provide funding for its member programs.

Vision

All New Hampshire communities provide safety for every person.

Mission

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

This mission is accomplished by the Coalition, which includes 13 independent community-based member programs, a board of directors and a central staff working together to:

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

The Coalition is an umbrella organization that provides technical and financial support to 13 member agency crisis centers who in turn provide services to survivors of sexual assault, domestic violence, human trafficking, and stalking.

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

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

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

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2016 and 2015

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

Nature of Activities (Continued)

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

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

AmeriCorps Victim Assistance Program (AVAP)

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

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

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

Sexual Assault Nurse Examiner (SANE) Program

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

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

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

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

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2016 and 2015

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

Significant Accounting Policies

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

Financial Statement Presentation

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

Grants Receivable and Promises to Give

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

Contributed Services

During the years ended June 30, 2016 and 2015, the value of contributed services relating to printing, community education, direct training and professional fees were \$169,443 and \$186,547, respectively. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

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

Estimates

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

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2016 and 2015

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 \$2,500 and all expenditures for repairs, maintenance, renewals and betterments that prolong the useful lives of assets. Lesser amounts are expensed. Purchased property and equipment is capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as 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, 2016 and 2015 was \$9,882 and \$10,103, respectively.

Income Taxes

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

Cash and Cash Equivalents

For purposes of the Statements of Cash Flows, the Coalition considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of June 30, 2016 and 2015.

Segregation of Accounts

Under Title 1, New Hampshire, The State and Its Government, Chapter 15 Lobbyist Section 15:1-a, the Coalition is required to physically and financially separate state funds from any non-state funds that may be used for the purposes of lobby or attempt to influence legislations, participate in political activity, or contribute funds to any entity engaged in these activities. The Coalition has established and maintains a separate bank account for this purpose. The account balances were \$3,250 and \$3,908 at June 30, 2016 and 2015, respectively.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2016 and 2015

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, 2016 and 2015 respectively, the temporarily restricted net assets are available for the following purpose:

	<u>2016</u>	<u>2015</u>
National Football League	\$ -	\$ 19,795
Verizon No More	5,896	5,896
Verizon Translation	-	5,371
Verizon Trauma	-	5,000
Women Fund, Trauma	-	10,204
HNH Foundation	31,833	-
Encourage Arrest Program	619	-
Total	<u>\$ 38,348</u>	<u>\$ 46,266</u>

NOTE C – LONG-TERM NOTES

As of June 30, 2016 and 2015, long-term debt consists of the following:

	<u>2016</u>	<u>2015</u>
Mortgage Note, Payable to Merrimack County Savings Bank, Interest at 4.99%, with Monthly Payments of \$675 including Principal and Interest, Maturity date is October 8, 2023. Secured by Real Property	\$ 49,654	\$ 55,125
Less Current Portion	<u>5,751</u>	<u>5,473</u>
Total Long Term Debt	<u>\$ 43,903</u>	<u>\$ 49,652</u>

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

Years ending June 30:

2017	\$ 5,751
2018	6,046
2019	6,354
2020	6,678
2021	7,020
Thereafter	<u>17,805</u>
Total	<u>\$ 49,654</u>

NOTE D – LINE OF CREDIT

The Coalition has a one-year \$150,000 revolving line of credit agreement with Merrimack County Savings Bank. The credit line matures on October 31, 2016 and automatically renews annually. The interest is 0.5% over Wall Street Journal prime rate, which was 4.00% as of June 30, 2016. The line of credit is secured by all business assets. There were no borrowings against the line as of June 30, 2016 and 2015.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2016 and 2015

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, 2016 and 2015 the Organization had \$60,925 and \$83,747 uninsured cash balances, respectively.

NOTE F – DESCRIPTION OF LEASING ARRANGEMENTS

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

NOTE G – PENSION PLAN

The Coalition has a 403(b) savings plan for the benefit of its employees. The plan covers substantially all employees after one year of service. During their budgeting process, the Board of Directors determines the amount to be contributed annually. Employer contributions for the years ended June 30, 2016 and 2015 totaled \$6,999 and \$4,850, 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 2015, 2014, and 2013 are subject to examination by the IRS, generally for three years after they were filed.

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

NOTE I - SUBSEQUENT EVENT

Management has evaluated subsequent events through October 3, 2016, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE J - FAIR VALUE MEASUREMENTS

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

	<u>Fair Value</u>	Significant Other Observable Inputs (Level 2)
<u>2016</u>		
Grants Receivable	<u>\$1,112,096</u>	<u>\$1,112,096</u>
<u>2015</u>		
Grants Receivable	<u>\$ 940,590</u>	<u>\$ 940,590</u>

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

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 3, 2016.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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



Rowley & Associates, P.C.
Concord, New Hampshire
October 3, 2016

ROWLEY & ASSOCIATES, P.C.

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MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

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

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

Report on Compliance for Each Major Federal Award Program

We have audited New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the types of compliance requirements described in the *OMB 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, 2016. New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management Responsibility

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

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about New Hampshire Coalition Against Domestic and Sexual Violence's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, New Hampshire Coalition Against Domestic and Sexual Violence complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

Report on Internal Control over Compliance

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

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

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

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



Rowley & Associates, P.C.
Concord, New Hampshire
October 3, 2016

New Hampshire Coalition Against Domestic and Sexual Violence
Schedule of Findings and Question Costs
Year Ended June 30, 2016

SECTION I – SUMMARY OF AUDITOR’S RESULTS

1. The auditor’s report expresses an unmodified opinion on whether the financial statements of the New Hampshire Coalition Against Domestic and Sexual Violence were prepared in accordance with GAAP.
2. No reportable conditions relating to the audit of the financial statements are reported in the Independent Auditor’s Report. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of New Hampshire Coalition Against Domestic and Sexual Violence, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance. No Material weaknesses are reported.
5. The auditor’s report on compliance for the major federal award programs for New Hampshire Coalition Against Domestic and Sexual Violence expresses an unqualified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The programs tested as a major programs were:

Family Violence Prevention Service Act	93.671
Victims of Crime Act	16.575

8. The threshold for distinguishing Types A and B Programs was: \$750,000.
9. The New Hampshire Coalition Against Domestic and Sexual Violence was determined to be a low-risk auditee.

SECTION II – FINDINGS: FINANCIAL STATEMENT AUDIT

No matters were reported.

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, 2016

<u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Health and Human Services:</u>				
Direct Program - Family Violence Prevention Services Act	93.591		-	253,482
Pass-Through Programs from State of NH Department of HHS				
Family Violence Prevention Services Act	93.671	155510 B001	796,514	808,558
Sexual Violence Prevention	93.136	102-500731	204,314	307,380
Total Pass-Through Programs			1,000,828	1,115,938
TOTAL U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES			1,000,828	1,369,420
<u>U.S. Department of Justice:</u>				
Direct Program - Violence Against Women Act of 2000	16.588		-	217,300
Pass-Through Programs from State of NH Department of Justice:				
VOCA, PMC Subcontracts	16.575	20150010	1,351,531	1,351,531
VOCA, Training	16.575	20150010	-	18,718
VOCA, Addtl Training	16.575	20150010	-	4,500
VOCA, Technology & Foundation Project	16.575	20150010	-	115,155
VAWA, SASP	16.017	2016SASP01	17,904	17,904
VAWA, SASP	16.017	2015SASP01	243,811	243,811
VAWA, GTEAP	16.590	2015GTEAP02	2,941	15,891
VAWA, GTEAP	16.590	2016GTEAP02	84,442	167,706
VAWA, STOP	16.588	2015W081	-	97,309
VAWA, STOP	16.588	2016W090	-	21,702
Total Pass-Through Programs			1,700,629	2,054,227
TOTAL U.S. DEPARTMENT OF JUSTICE			1,700,629	2,271,527
<u>Corporation for National & Community Services:</u>				
Direct Program - AmeriCorps Victim Assist Programs	94.006		-	275,981
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 2,701,457	\$ 3,916,928

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2016

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, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of New Hampshire Coalition Against Domestic and Sexual Violence, it is not intended to and does not present the financial position, changes in net assets, or cash flows of New Hampshire Coalition Against Domestic and Sexual Violence.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
2. Pass-through entity identifying numbers are presented where available.

NOTE C – SUBRECIPIENTS

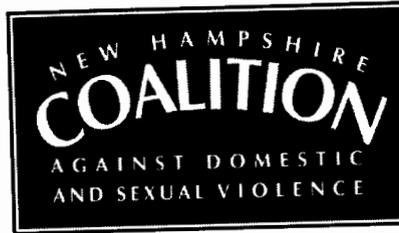
The New Hampshire Coalition Against Domestic and Sexual Violence provide federal awards to subrecipients as follows:

<u>Program Title</u>	<u>Federal CFDA #</u>	<u>Amount Provided</u>
Sexual Violence Prevention	93.136	\$ 204,314
Family Violence Prevention Services Act	93.671	796,514
OW Grants to Encourage Arrest Policies	16.590	87,383
Victims of Crime Act	16.575	1,351,531
Sexual Assault Services Program	16.017	<u>261,715</u>
		<u>\$2,701,457</u>

NOTE D – INDIRECT COST RATE

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

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



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

NHCADSV Board Members

MEMBERS:

*RESPONSE to Sexual &
Domestic Violence*
Berlin
Groveton

Turning Points Network
Claremont
Newport

*Crisis Center of Central
New Hampshire*
Concord

Starting Point
Conway

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

*Monadnock Center for
Violence Prevention*
Keene
Peterborough

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

HAVEN
Portsmouth
Rochester
Salem

Peggy O'Neil, Chair
Lindsay Nadeau, Vice-Chair
Jo Fonda Newell, Treasurer
Shannon Chandley, Clerk
Amy Vorenberg
David Bellman
Deborah Mozden
Gail Bakis
Stacey Pawlik
Suzanne Harvey

SUMMARY

Six years of experience in program design, training, evaluation, grant management, communications, and advocacy in sexual violence prevention, refugee health, HIV prevention, adolescent health, and anti-human trafficking

EXPERIENCE

New Hampshire Coalition Against Domestic and Sexual Violence

Concord, NH

Prevention Coordinator, February 2015-present

- Implementation of sexual violence prevention strategies at the member program level and provision of technical assistance on best practices the implementation of these prevention strategies
- Building prevention programming evaluation infrastructure and capacity

U.S. Committee for Refugees and Immigrants

Arlington, VA

Refugee Services Division – Fall, 2014

- Writing newsletters, creating promotional materials highlighting work of 30 resettlement sites
- Interviewed social workers for training on best practices for DV response in refugee resettlement

Polaris Project

Washington, D.C.

Fellow, Global Human Trafficking Hotlines Network, Fall 2013

- Supported hotline expansion, wrote country and Congressional briefings, supported meetings with foreign delegations
- Assisted in development of employment and college readiness curriculum for trafficking survivors

Association of Maternal and Child Health Programs

Washington, D.C.

Graduate Intern, Spring 2013

- Supported the Adolescent Health Team on technical assistance for member organizations and social media projects on best practices for adolescent positive development and reproductive and sexual health

JSI

Boston, MA

Project Associate, July 2008 – June 2013

Quality management, evaluation, technical assistance, research, and business development and budgeting

State and local projects:

- **HIV Quality Management: Boston Public Health Commission Client Outcomes Monitoring; Rhode Island HIV Prevention:** Point-person for database training and technical assistance for HIV prevention and testing, HIV primary care, domestic violence, needle exchange, and sex worker health providers; Assisted in quality management reporting and presentation to state Evaluation Committee; Integrated federal and state reporting requirements into local data collection systems for HIV counseling and partner referral programs
- **Sexuality Education Research and Policy – MDPH:** Utilized networks of educators to coordinate six focus groups with teens and parents on attitudes and beliefs regarding sexuality education in public school; Developed policy recommendations and presented to MA policymakers

County projects:

- **Montgomery County, Maryland Health Center Leadership Council:** Supported safety-net, refugee, and immigrant health clinic Executive Directors in improving access to care for uninsured county residents; conducted research on implications of the ACA and immigration policy, drafted advocacy memos and budget.
- **Childhood Healthy Weight Initiative Evaluation – GRHF:** Supported evaluation activities including coordinating data collection and submission, and stakeholder interview analysis

Federal projects:

- **Hospital Preparedness Program and Public Health Emergency Preparedness - CDC:** Coordinated regional meetings of Federal and state hospital and emergency preparedness officials to align funding, capabilities, and processes
- **Refugee Health Technical Assistance Center - MDPH Refugee and Immigrant Health Program and DHHS Office of Refugee Resettlement:** Tracked technical assistance communications with U.S. refugee resettlement providers; Supported website design and content development; Coordinated technical aspects of RHTAC e-learning webinars and related website content; attended national refugee resettlement conferences; Managed financial incentives for CDC EPI-AID study on mental health outcomes
- **HIV Medication Adherence: Every Dose Every Day E-Learning Module - CDC:** Production assistant on e-course and intervention materials for Peer Support Adherence Program; support mobile app design

OTHER EXPERIENCE

- **Capital Area Immigrants' Rights Coalition** -*Volunteer, Legal hotline, Spring 2014*
- **American Red Cross Global Refugee Simulation** - *Participant, March 2014*
- **Pediatric AIDS Treatment Support (PATS Kids)** – *Volunteer, October 2011 – February 2013*
 - Program monitoring and evaluation support (database development and analysis) site visit to Fuyang, China, fundraising events, volunteer coordination, social media promotion
- **New Hampshire Public Health Association** – *Public health policy student researcher, 2007*

EDUCATION

The George Washington University, Milken Institute School of Public Health **Washington, D.C.**

Master of Public Health, Health Promotion, Dept. of Prevention and Community Health - December 2014

Coursework: Program funding and design, evaluation, research methods, communications and marketing

Relevant projects:

- Master's Advocacy Project: *Cover All Her Health* – Advocating for access to contraception for all women through policy advocacy, negotiation, and social media strategies
- Master's thesis: Typology of coercive sexual relationships in Ghana: Power disparities and sexual violence

The Elliott School of International Affairs **Washington, D.C.**

- Participatory Planning for Community Development
- Care of Children in Complex Humanitarian Emergencies

GWU Short-term Study Abroad: Social Entrepreneurship **Cape Town, South Africa**

- Studied innovative funding models for social services, environmental, and public health organizations
- Conducted household surveys in rural townships on HIV and sexual violence in rural and urban townships

University of New Hampshire, College of Health and Human Services **Durham, NH**

B.S. Health Management and Policy, Public Health Track, 2008

Coursework: Healthcare Finance, Policy, and Economics, Organizational behavior and management

AWARDS

- **GWU Public Health Professionals Scholarship:** Awarded to entering MPH candidates with significant prior work experience who have demonstrated commitment to the public health profession.
- **2008 Recipient of Robin A. Gorsky Award.** Given to the woman who demonstrates excellent academic performance within the University of New Hampshire Health Management and Policy department, with particular interest in the scientific aspects of health management and public health.

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

Marie R. Linebaugh

WORK EXPERIENCE

New Hampshire Coalition Against Domestic and Sexual Violence

Concord, NH

Program Director

September 2015-Present

- Implement and direct statewide initiatives of NHCADSV and its member programs.
- Recruit and supervise six program staff, as they implement and sustain initiatives of the NHCADSV.
- Oversee training and technical assistance efforts of the NHCADSV.
- Develop and implement evaluation tools for statewide programs and special projects.
- Provide high level management and support to the AmeriCorps Victim Assistance Program (AVAP.)
- Secured three-year competitive federal funding to support AVAP and developed evaluation methods to measure program outcomes.
- Serve as liaison to the NHCADSV's 13 member programs by identifying needed resources and training to improve direct service delivery.
- Serve on statewide committees to assist in the improvement of multi-disciplinary response to domestic violence, sexual violence and stalking.

New Hampshire Coalition Against Domestic and Sexual Violence

Concord, NH

AmeriCorps Victim Assistance Program Coordinator

August 2014-September 2015

- Co-manage 20-26 AmeriCorps members who provide direct service to survivors of domestic and sexual violence.
- Facilitate monthly meetings for training opportunities and member support.
- Conduct two host site visits per year per member to ensure member satisfaction and program compliance.
- Coordinate member involvement in national service events sponsored by Volunteer New Hampshire (VNH).
- Provide direct support and supervision to AmeriCorps members on an as needed basis.
- Maintain and develop relationships with host site partners by offering support on AmeriCorps protocol.
- Update handbooks, contracts and policies as it relates to programmatic operations.
- Coordinate and facilitate AVAP Partnership meetings on bi-monthly basis.

Human Services Center/McKeesport Collaborative

Turtle Creek, PA

Program Associate/MSW Intern

May 2013-April 2014

- Co-facilitated eight week HIV/AIDS prevention and job readiness hybrid program for 12 youth, ages 13-16.
- Integrated numerous best practice curricula to develop a comprehensive guide for eight week hybrid program.
- Co-wrote five foundation requests of amounts ranging from \$6,000 to \$120,000 to support youth programs department. Three proposals were funded, securing \$276,000, and two are currently under review.
- Organized annual HIV/AIDS Walk, including raising sponsorships and managing in-kind donation requests.
- Coordinated World AIDS Day and National Women and Girls HIV/AIDS Awareness events in McKeesport.
- Updated the Center's HIV/AIDS mobile application, with interactive resources on HIV information and education.

The Stern Center

Forest Hills, PA

Therapeutic Support Staff

October 2012- August 2013

- Provided one-on-one behavioral interventions for children in accordance with their individual treatment plans.

Jewish Family and Children's Service

Pittsburgh, PA

Refugee Resettlement MSW Intern

October 2012- April 2013

- Assisted newly resettled refugees in school enrollments and the elderly in accessing Port Authority senior bus passes.
- Coordinated workshops on weatherization. Taught families how to weatherize their homes for the winter months.
- Assisted with the implementation of the Refugee Youth Employment Program (RYEP.)

YWCA of Hamilton

Hamilton, OH

Program Assistant/Community Educator

July 2011- July 2012

- Coordinated and implemented FOCUS (teen pregnancy prevention program) in schools and local agencies.
- Conducted outreach to 16-19 year old girls in Hamilton, Montgomery, Warren and Butler Counties of Ohio.
- Updated FOCUS' social media through program website, Facebook and Twitter.
- Connected participants to resources in their respective communities as needed.
- Trained department on Microsoft Access, Drop Box, and social media techniques for program recruitment.

Marie R. Linebaugh

YWCA NH

Youth Programs Coordinator

- Developed and facilitated a leadership and peer educator course for ten high school students.
- Coordinated and implemented drug and alcohol based prevention curriculum for girls grades 6th, 7th and 8th.
- Conducted education and outreach to community agencies on topics relevant to the YWCA's mission.
- Hired, scheduled, and supervised Child Care workers.
- Obtained credits for CPS (Certified Prevention Specialist) through the state of New Hampshire.

Manchester, NH

November 2010-June 2011

WORK EXPERIENCE (CONTINUED)

AmeriCorps VISTA

Child Health Services

- Conducted a pilot study to better understand the educational needs of low-income clients.
- Coordinated and compared data collected from EPIC Medical records and school correspondence.
- Through data evaluation and qualitative interviews, identified need for literacy support for youth and adults.
- Developed a model for a pilot Family Literacy Program to be held after clinic hours.
- Proposed cost-effective and efficient model for a sustainable family literacy program that is still in operation.
- Aided social service department in providing culturally competent care. (Majority of clientele refugee/immigrant)

B.R.I.N.G. I.T. !!! Program

- Assisted with grant research and writing, organized programming for refugee and immigrant youth and their families.

Manchester, NH

January 2010-July 2010

July 2009- December 2009

EDUCATION

University of Pittsburgh, School of Social Work

Master of Social Work: Community Organizing and Social Administration

Pittsburgh, PA

April 2014

Emmanuel College

B.A. English Communications & **B.A.** Sociology

Boston, MA

May 2009

Study Abroad: School of International Training

Attended the Morocco: Culture and Society program. Included a one month research period.

Rabat, Morocco

Spring 2008

GRADUATE FELLOWSHIP

Albert Schweitzer Fellowship

Traditional Fellow

- Implemented yearlong project with the Prospect Park Family Center. Developed programming for 40 refugee youth.
- Served as primary mentor for 8th and 9th grade boys group. Conducted weekly groups.
- Coordinated and facilitated eight week sessions for middle school girls on self-esteem, self-image, healthy relationships, cyber safety, sexual harassment prevention, and boundaries.
- Developed and implemented eight week co-ed program on healthy relationships for high school youth. Topics included: boundaries, teen dating violence prevention, sexual harassment and violence prevention, and cyber safety.
- Developed peer support group for young mothers from Burma. Combined mothers spoke three languages in group.
- Facilitated activities with Burmese mothers on stress management, yoga, nutrition, and food safety/preparation.

Pittsburgh, PA

April 2013-May 2014

Awards/Scholarship:

Mon Valley Woman of Achievement: Special Project Award

- Co-recipient of the Special Project Award for implementing Project H.E.A.R.T., an eight week summer program for adolescents in McKeesport, PA, engaging youth in peer education and community awareness projects on HIV/AIDS. Implementing job readiness curriculum was also an integral part of Project H.E.A.R.T.

October 2013

University of Pittsburgh: Merit Scholarship

- Awarded \$3,500 for each of the four semesters of the Master of Social Work graduate program.

August 2012-April 2014

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: NH Coalition Against Domestic and Sexual Violence

Name of Program: Sexual Violence Prevention Services

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Allison Power-Bernal	Prevention Coordinator	\$39,082	89.04%	\$34,800
Pamela English	Administrative Director	\$72,900	5.49%	\$4,000
Marie Linebaugh	Program Director	\$61,700	2.51%	\$1,550
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$40,350

BUDGET PERIOD: SFY 19 (7/1-9/30/18)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Allison Power-Bernal	Prevention Coordinator	\$39,082	22.26%	\$8,700
Pamela English	Administrative Director	\$72,900	1.37%	\$1,000
Marie Linebaugh	Program Director	\$61,700	0.63%	\$388
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$10,088

Percent paid from this contract in SFY 19 was used to determine a 3 month figure. The total of \$117,629 is for 3 months, not a full 12 months of a contract period.



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
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964



APR 21 11 5 AM 13:04 DAG

40 20

G&C APPROVED

Date: 5/6/15

Item #20

March 25, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend a contract 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 \$554,760 from \$463,111 to \$1,017,871 to provide sexual violence prevention services, and extend the Completion Date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on June 19, 2013, Item #88, and amended on October 1, 2014, Item # 11. 100% Federal Funds.

Funds are anticipated to be available in SFY 2016 and SFY 2017 upon the availability and continued appropriation of funds in the future operating budget, 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 SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2014	102-500731	Contracts for Prog Svc	90004008	138,938	0.00	138,938
2014	102-500731	Contracts for Prog Svc	90016006	30,000	0.00	30,000
			Sub Total	\$168,938	\$0.00	\$168,938
2015	102-500731	Contracts for Prog Svc	90004008	264,173	0.00	264,173
2015	102-500731	Contracts for Prog Svc	90016006	30,000	0.00	30,000
			Sub Total	\$294,173	\$0.00	\$294,173

2016	102-500731	Contracts for Prog Svc	90004008	0.00	247,380	247,380
2016	102-500731	Contracts for Prog Svc	90016006	0.00	30,000	30,000
			Sub Total	\$0.00	\$277,380	\$277,380
2017	102-500731	Contracts for Prog Svc	90004008	0.00	247,380	247,380
2017	102-500731	Contracts for Prog Svc	90016006	0.00	30,000	30,000
			Sub Total	\$0.00	\$277,380	\$277,380
			TOTAL	\$463,111	\$554,760	\$1,017,871

EXPLANATION

Funds in this agreement will be used for activities designed to reduce sexual violence. The vendor and its member programs will provide training and sexual violence prevention education to New Hampshire students and college age residents. The vendor and its member programs will also provide professional development for teachers and law enforcement. All activities will be aligned with the goals of the Centers for Disease Control and Prevention, Rape Prevention and Education Program and the New Hampshire Sexual Violence Prevention Plan.

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.

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 2014, 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 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, approximately 200 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, improve annually.

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. The Bid Summary is attached.

As referenced in the original letter approved by Governor and Council on June 19, 2013, Item #88, and in Exhibit C of the contract, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

The Contractor has successfully performed and achieved the performance measures of the original contract. The Contractor will ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:

- 80% of primary sexual violence prevention programs targeted to students will be evaluated and analyzed.
- 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.

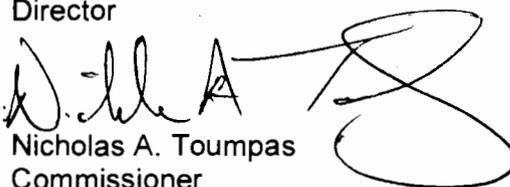
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner



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

This 2nd Amendment to the New Hampshire Coalition Against Domestic and Sexual Violence, contract (hereinafter referred to as "Amendment Two") dated this 23rd day of March, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Coalition Against Domestic and Sexual Violence, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 4 South State Street, Concord, NH 03302-0353.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #88 and amended on October 1, 2014, Item #11, 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 parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and

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

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$1,017,871

3. Delete Exhibit A and Exhibit A Amendment #1 and replace with Exhibit A Amendment #2

4. Amend Exhibit B to add to paragraph 1:

1.3. The contract shall increase by \$277,380 for SFY 2016 and \$277,380 for SFY 2017, for a total increase of \$554,760.

1.4. Funding is available as follows:

- \$494,760 = 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. Account # 05-95-90-902010-5190-102-500731, \$247,380 in SFY 2016, and \$247,380 in SFY 2017.



- \$60,000 = 100% federal funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN) B01OT009037. Account # 05-95-90-902010-5190-102-500731, \$30,000 in SFY 2016, and \$30,000 in SFY 2017.

5. Amend Budget to add:

- Exhibit B-1 Amendment #2 Budget SFY 2016
- Exhibit B-1 Amendment #2 Budget SFY 2017

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

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

State of New Hampshire
Department of Health and Human Services

4/16/15
Date

Brook Dupee
Brook Dupee
Bureau Chief

New Hampshire Coalition Against Domestic and Sexual Violence

3/25/15
Date

Lyn M. Schollett
Name: LYN/M. SCHOLLETT
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on 3-25-15, 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.

Pamela English
Signature of Notary Public or Justice of the Peace

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

My Commission Expires: October 29, 2019



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/20/15

Name: Megan A. Yapel
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: _____



Exhibit A – Amendment #2

SCOPE OF SERVICES

1. General Provisions

1.1. Required Services

The Contractor shall:

- 1.1.1. Provide primary prevention activities for the reduction of sexual violence in alignment with the goals and objectives of the Centers for Disease Control and Prevention's (CDC) Rape Prevention and Education (RPE) Grant and the New Hampshire Sexual Violence Prevention Plan (Federal grant Workplan and Evaluation Plan).
- 1.1.2. Attend quarterly meetings and act as Co-Chair of the Sexual Violence Prevention Planning and Implementation Committee (SVPPIC) towards the goal of advising on the implementation of the Sexual Violence Prevention Plan.
- 1.1.3. 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 socioecological 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.
- 1.1.4. Subcontract for the provision of evaluation services, including the implementation of the Federal grant Evaluation Plan.
- 1.1.5. The contractor shall fund a full-time Prevention Coordinator position to provide programmatic and technical assistance to subcontracted member programs, as well as provide oversight of RPE grant implementation activities at the New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV) level. Send staff to the annual CDC Grantee Meeting, and other meetings and/or training identified by the DHHS/DPHS.

1.2. Quality or Performance Improvement (QI/PI)

The Contractor shall:

- 1.2.1. Submit data reports quarterly. The DHHS/DPHS will notify the contractor at least 30 days in advance of any changes in the submission schedule. Data shall include, but not be limited to:
 - a) Professional trainings including number, type, location, audience and results of any evaluation conducted.
 - b) Educational sessions including number, type, grade if student audience (preschool, elementary, middle school, high school, and college), location, and results of any evaluation conducted.



Exhibit A – Amendment #2

- c) Detailed information on any community mobilization, policy change, norms change and coalition building applicable to sexual violence prevention.
 - d) Updates on services and any evaluation training provided to subcontractors.
 - e) Written narrative on prevention strategies used and how and what risk and protective factors were addressed.
- 1.2.2. Complete and submit an annual needs assessment with respect to sexual violence prevention that will include data collection, sources used, as well as target populations.
- 1.2.3. Allow a team or person authorized by the DHHS/DPHS 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.
- 1.2.4. Take corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

1.3. **Culturally and Linguistically Appropriate Standards of Care**

The Contractor shall:

- 1.3.1. Ensure equal access to quality health services and provide culturally and linguistically appropriate services according to the following guidelines
- 1.3.2. Assess the ethnic/cultural needs, resources and assets of their community.
- 1.3.3. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- 1.3.4. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
- 1.3.5. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
- 1.3.6. Maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).



Exhibit A – Amendment #2

1.4. State and Federal Laws

- 1.4.1. The Contractor shall be responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:
- 1.4.2. Ensure that all 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, RSA 631:6, Assault and Related Offences.

1.5. Relevant Policies and Guidelines

- 1.5.1. 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.

1.6. Publications Funded Under Contract

- 1.6.1. The 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.
- 1.6.2. All documents (written, video, audio, electronic) produced, reproduced, or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
- 1.6.3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C (14).

1.7. Subcontractors

- 1.7.1. Services required to comply with this Contract are provided by subcontracted agencies. The DHHS/DPHS, 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.
- 1.7.2. In addition, the original DPHS Contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

2. Staffing Provisions

2.1. New Hires

- 2.1.1. The Contractor shall notify the DHHS/DPHS in writing within one month of hire when a new administrator, clinical coordinator, or any staff person essential to carrying out contracted services is hired to work in the program.
- 2.1.2. Resumes of new staff shall be submitted to DHHS/DPHS with the agency's application for funding.



Exhibit A – Amendment #2

2.2. Vacancies

- 2.2.1. The contractor must notify the DHHS/DPHS in writing if any critical position is vacant for more than one month, or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month. This may be done through a budget revision
- 2.2.2. Before an agency hires new program personnel that do not meet the required staff qualifications, the agency shall notify the DHHS/DPHS in writing requesting a waiver of the applicable staffing requirements. The Section may grant waiver based on the need of the program, individuals' experience, and additional training.

3. Performance Measures

- 3.1. The Contractor shall ensure that following performance measures are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 3.1.1. 80% of primary sexual violence prevention programs will be evaluated and analyzed.
 - 3.1.2. 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.
- 3.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

Bo
NTT

11
NTT



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
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

g+c approved = 10/1/14

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.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 27, 2014
Page 3

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



**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 Rockingham 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: Myron 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:



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.



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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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

New Hampshire Department of Health and Human Services
Exhibit G



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

Lyn Schollett
Name: Lyn Schollett
Title: Executive Director

JUN07'13 AM10:11 DAS

88 B



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 Approved 6/19/13

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
and the Honorable Council
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.

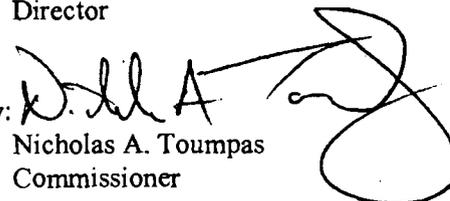
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

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

RFA/RFP CRITERIA					
Max Pts					
Agy Capacity	30		NH Coalition Against Domestic and Sexual Violence, PO Box 353, 4 South State St., Concord, NH 03302-0353		0
Program Structure	50				0
Budget & Justification	15				0
Format	5				0
Total	100				0

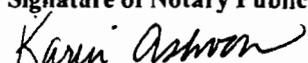
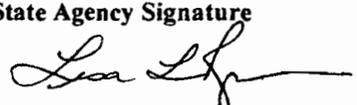
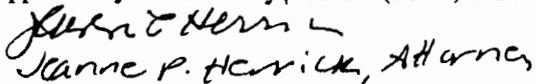
BUDGET REQUEST					
Year 01		\$168,938		\$0	\$0
Year 02		\$168,938		\$0	\$0
Year 03		\$0		\$0	\$0
TOTAL BUDGET REQUEST		\$337,876		\$0	\$0
BUDGET AWARDED					
Year 01		\$168,938		\$0	\$0
Year 02		\$168,938		\$0	\$0
Year 03		\$0		\$0	\$0
TOTAL BUDGET AWARDED		\$337,876		\$0	\$0

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	

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, Chairperson, 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. Herwick, 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 requesting 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.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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


Contractor Signature


Contractor's Representative Title

Robin Christopherson
New Hampshire Coalition Against Domestic and
Sexual Violence
Contractor Name

5-9-13
Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

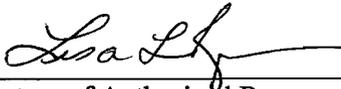
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination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

The remainder of this page intentionally left blank.

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

DIVISION OF PUBLIC HEALTH SERVICES
The State Agency Name

New Hampshire Coalition Against Domestic and Sexual Violence
Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN
Name of Authorized Representative

Robin Christopherson
Name of Authorized Representative

BUREAU CHIEF
Title of Authorized Representative

Chairperson, Board of Directors
Title of Authorized Representative

6-6-13

Date

5-9-13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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



(Contractor Representative Signature)

Chair person
Robin Christopheron, Board of Directors

(Authorized Contractor Representative Name & Title)

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

5-9-13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

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

NO

YES

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

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

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

NO

YES

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

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

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

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount: