

ARC

18



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 22, 2023

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 (VC# 155510), Concord, NH, for the provision of primary prevention activities for the reduction of sexual violence, by exercising a contract renewal option by extending the completion date from January 31, 2024 to January 31, 2026 and increasing the price limitation by \$586,842 from \$599,873 to \$1,186,715, effective February 1, 2024, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on January 26, 2022, item #18.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Centers for Disease Control and Prevention provides funding for these services and requires the Department to collaborate with the Contractor, which acts as the state's sexual violence coalition and coordinates with their 12 member programs to ensure funding is distributed appropriately across the state. The Contractor is therefore the only known vendor eligible and able to provide the necessary services.

The purpose of this request is for the Contractor to provide prevention activities for the reduction of sexual violence in New Hampshire. The Contractor will continue to provide age-appropriate prevention education for individual youth in grade school through college, such as conflict resolution and life skills training, social-emotional learning, safer dating, and healthy relationship programs. The Contractor in collaboration with its community partners are responsible for ensuring parental notification.

In addition, the Contractor provides professional training to teachers, parents, first responders and community leaders to promote safety and reduce the risk of sexual violence. The Contractor also provides technical assistance to their 12 member programs regarding program evaluation and outreach for rape prevention education.

In addition to the approximately 41,000 youths being served directly, the contractor aims to serve a total of 314,743 youths ages 5 to 24 years old with community level work through the 12 member programs and by conducting outreach to more than 1,000 adult professionals. By providing sexual violence prevention education to both students and adults, the protective factors for the youth in this target population are increased and the risk factors are reduced.

The Department will continue to monitor contracted services through reporting of prevention programming and evaluations and ensure a minimum of eighty percent (80%) of sexual violence prevention programs are evaluated and analyzed.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

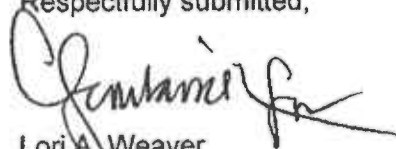
Should the Governor and Council not authorize this request, individuals in New Hampshire may not have the opportunity to take part in sexual violence prevention activities, which could potentially result in the increased incidence of sexual violence statewide.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.136, FAIN #NUF2CE002459 and Assistance Listing Number #93.991, FAIN #NB01OT009454.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

SEXUAL VOILENCE PREVENTION AMENDMENT #1 24 MONTHS EXTENSION

05-95-90-902010-3388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN AND HUMAN SVS,
 HHS: PUBLIC HEALTH DIV, BUREAU OF FAMILY HEALTH AND NUTRITION, RAPE PREVENT & EDUCATION (RPE)
 CFDA # 93.136 FAIN# NUF2CE002459 92% OF FUNDS
 FUNDER: CDC Award Date: 1/27/23

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2022	074-500585	Grants for Pub Asst and Rel	90004008	\$ 111,353.00	\$0	\$ 111,353.00
2023	074-500585	Grants for Pub Asst and Rel	90004008	\$ 272,036.00	\$0	\$ 272,036.00
2024	074-500589	Grants for Pub Asst and Rel	90004008	\$ 162,600.00	\$ 113,420.00	\$ 276,020.00
2025	074-500589	Grants for Pub Asst and Rel	90004008	\$0	\$ 272,208.00	\$ 272,208.00
2026	074-500589	Grants for Pub Asst and Rel	90004008	\$0	\$ 158,788.00	\$ 158,788.00
Subtotal				\$ 545,989.00	\$ 544,416.00	\$ 1,090,405.00

05-95-90-901010-8011 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF HEALTHCARE ACCESS, EQUITY & POLICY, PREVENTIVE HEALTH BLOCK GRANT
 CFDA # 93.991 FAIN# NB01OT009454 8% OF FUNDS
 FUNDER: CDC Award Date: 8/22/2022

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2022	074-500585	Grants for Pub Asst and Rel	90016006	\$ 11,226.00	\$0	\$ 11,226.00
2023	074-500585	Grants for Pub Asst and Rel	90016006	\$ 26,942.00	\$0	\$ 26,942.00
2024	074-500589	Grants for Pub Asst and Rel	90016006	\$ 15,716.00	\$0	\$ 15,716.00
2025	074-500589	Grants for Pub Asst and Rel	90016006	\$0	\$ 26,710.00	\$ 26,710.00
2026	074-500589	Grants for Pub Asst and Rel	90016006	\$0	\$ 15,716.00	\$ 15,716.00
Subtotal				\$ 53,884.00	\$ 42,426.00	\$ 96,310.00
TOTAL				\$ 599,873.00	\$ 586,842.00	\$ 1,186,715.00

<u>Increase/Decrease</u>	<u>Total Funds</u>
93%	92%
7%	8%

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Sexual Violence Prevention and Education contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Coalition Against Domestic and Sexual Violence ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 26, 2022 (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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 to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
January 31, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,186,715
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1 92%, Injury Prevention and Control Research and State and Community Based Programs, as awarded on January 27, 2023, by the DHHS, Center for Disease Control and Prevention (CDC), Assistance List # 93.136, FAIN# NUF2CE002459.
 - 1.2 8%, Preventive Health and Health Services Block Grant, as awarded on August 22, 2022, by the DHHS, Center for Disease Control and Prevention (CDC), Assistance List # 93.991, FAIN# NB01OT009454.
5. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. 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, as specified in Exhibits C-1, Budget through Exhibit C-5, Budget, Amendment #1.
6. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective February 1, 2024, upon Governor and 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

12/22/2023

Date

DocuSigned by:

Patricia M. Tilley

C34E59C06C3844E

Name: Patricia M. Tilley

Title: Director, Division of Public Health Services

New Hampshire Coalition Against Domestic and Sexual
Violence

12/22/2023

Date

DocuSigned by:

Lyn M. Schollett

Name: Lyn M. Schollett

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

12/22/2023

Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
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 C-4, Budget, Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: New Hampshire Coalition Against Domestic Violence

Project Title: Sexual Violence Prevention and Education

Budget Period: SFY 2024 (Feb 1, 2024 - June 30, 2024) 5 months

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 14,800.00	\$ -	\$ 14,800.00	\$ -	\$ -	\$ -	\$ 14,800.00	\$ -	\$ 14,800.00
2. Employee Benefits	\$ 3,837.00	\$ -	\$ 3,837.00	\$ -	\$ -	\$ -	\$ 3,837.00	\$ -	\$ 3,837.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 617.00	\$ -	\$ 617.00	\$ -	\$ -	\$ -	\$ 617.00	\$ -	\$ 617.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 2,377.00	\$ -	\$ 2,377.00	\$ -	\$ -	\$ -	\$ 2,377.00	\$ -	\$ 2,377.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 347.00	\$ -	\$ 347.00	\$ -	\$ -	\$ -	\$ 347.00	\$ -	\$ 347.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 317.00	\$ -	\$ 317.00	\$ -	\$ -	\$ -	\$ 317.00	\$ -	\$ 317.00
Insurance	\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ 125.00	\$ -	\$ 125.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 89,867.00	\$ -	\$ 89,867.00	\$ -	\$ -	\$ -	\$ 89,867.00	\$ -	\$ 89,867.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Membership	\$ 133.00	\$ -	\$ 133.00	\$ -	\$ -	\$ -	\$ 133.00	\$ -	\$ 133.00
Organizational Development	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
TOTAL	\$ 113,420.00	\$ -	\$ 113,420.00	\$ -	\$ -	\$ -	\$ 113,420.00	\$ -	\$ 113,420.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services Contractor Name: <i>New Hampshire Coalition Against Domestic and Sexual Violence</i> Budget Request for: <i>Sexual Violence Prevention and Education</i> Budget Period: <i>SFY 25-26</i> Indirect Cost Rate (if applicable) 0.00%		
Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	\$41,077	\$23,962
2. Fringe Benefits	\$10,533	\$6,145
3. Consultants	\$0	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/Communications	\$604	\$352
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
<i>Insurance</i>	\$300	\$175
<i>Memberships</i>	\$320	\$187
<i>Occupancy</i>	\$5,777	\$3,505
<i>Office supplies</i>	\$1,480	\$863
<i>Organizational Development</i>	\$1,800	\$1,050
<i>Professional Services & Audit</i>	\$760	\$443
<i>Telephone</i>	\$832	\$485
9. Subrecipient Contracts	\$235,435	\$137,337
Total Direct Costs	\$298,918	\$174,504
Total Indirect Costs	\$0	\$0
Subtotals	\$298,918	\$174,504
	TOTAL	\$473,422

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 63838

Certificate Number: 0006198590



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Tina Smith, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Chairperson/Officer of the NH Coalition Against Domestic and Sexual Violence _____.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 29, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)


VOTED: That Lyn M. Schollett, Executive Director
(Name and Title of Contract Signatory)

is duly authorized on behalf of the NH Coalition Against Domestic and Sexual Violence to enter into contracts or
(Name of Corporation/ LLC)

agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: December 22, 2023



Signature of Elected Officer
Name: Tina Smith
Title: Chairperson, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2023

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 have ADDITIONAL INSURED provisions or 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: Eleanor Spinazzola PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net
INSURER(S) AFFORDING COVERAGE	
INSURER A : Great American Insurance Group NAIC # GAIG	
INSURER B : Liberty Mutual Agency Corporation	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2022 **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			MAC 5464236 22	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:							GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY			MAC 5464236 22	05/15/2023	05/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UMB8234007-15	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5-31S-604577-013	05/15/2023	05/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

CERTIFICATE HOLDER State of NH Dept. of Health & Human Services 129 Pleasant Street Concord NH 03301	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
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NHCADSV Vision and Mission

Vision

All New Hampshire communities provide safety for every person.

Mission

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

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

The statement above is the actual Mission Statement.

This mission is accomplished by the Coalition, which includes 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.

Approved April 2011

New Hampshire Coalition Against Domestic & Sexual Violence • PO Box 353 • Concord, NH 03302 • 603.224.8893

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

AUDITED FINANCIAL STATEMENTS

June 30, 2023 and 2022

SINGLE AUDIT REPORTS

June 30, 2023

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET

CONCORD, NEW HAMPSHIRE 03301

TELEPHONE (603) 228-5400

FAX # (603) 226-3532

MEMBER
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

Opinion

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, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of New Hampshire Coalition Against Domestic and Sexual Violence as of June 30, 2023, 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.

Basis for Opinion

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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of New Hampshire Coalition Against Domestic and Sexual Violence and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Coalition Against Domestic and Sexual Violence's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 New Hampshire Coalition Against Domestic and Sexual Violence's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Coalition Against Domestic and Sexual Violence's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

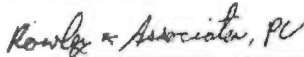
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements 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 schedule of expenditures of federal awards 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 26, 2023, on our consideration of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited the New Hampshire Coalition Against Domestic and Sexual Violence's 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 5, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.



Rowley & Associates, P.C.
Concord, New Hampshire
October 26, 2023

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Financial Position
June 30, 2023 and June 30, 2022
See Independent Auditors' Report

ASSETS	<u>2023</u>	<u>2022</u>
<u>CURRENT ASSETS</u>		
Cash and Cash Equivalents	\$ 347,404	\$ 360,445
Restricted Cash and Cash Equivalents	73,044	104,331
Certificates of Deposit, Short-Term	218,264	-
Grants Receivable	2,471,765	2,261,113
Prepaid Expenses	27,226	25,009
Total Current Assets	<u>3,137,703</u>	<u>2,750,898</u>
<u>PROPERTY AND EQUIPMENT</u>		
Equipment	14,654	14,654
Leasehold Improvements	61,072	61,072
	<u>75,726</u>	<u>75,726</u>
Less Accumulated Depreciation	(42,061)	(33,551)
Total Property and Equipment, Net	<u>33,665</u>	<u>42,175</u>
<u>OTHER ASSETS</u>		
Long-Term Investments	432,178	392,595
Certificates of Deposit, Long-Term	204,166	171,136
Operating Lease Right of Use Asset	456,259	-
Finance Lease Right of Use Asset	8,068	-
Security Deposit	6,213	6,213
Total Other Assets	<u>1,106,884</u>	<u>569,944</u>
Total Assets	<u>\$ 4,278,252</u>	<u>\$ 3,363,017</u>
LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Grants and Accounts Payable	\$ 2,058,023	\$ 1,730,517
Accrued Expenses	94,245	91,641
Operating Lease Liability, Current Portion	106,546	-
Finance Lease Liability, Current Portion	3,776	-
Total Current Liabilities	<u>2,262,590</u>	<u>1,822,158</u>
<u>LONG-TERM LIABILITIES</u>		
Operating Lease Liability, Less Current Portion	349,713	-
Finance Lease Liability, Less Current Portion	4,292	-
Total Long-Term Liabilities	<u>354,005</u>	<u>-</u>
<u>NET ASSETS</u>		
Without Donor Restrictions	1,588,613	1,436,528
With Donor Restrictions	73,044	104,331
Total Net Assets	<u>1,661,657</u>	<u>1,540,859</u>
Total Liabilities and Net Assets	<u>\$ 4,278,252</u>	<u>\$ 3,363,017</u>

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Activities and Changes in Net Assets
Year Ended June 30, 2023, With Comparative Totals for Year Ended June 30, 2022
See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2023	2022
<u>CONTRIBUTIONS AND SUPPORT</u>				
Grant Revenue	\$ 11,294,832	\$ 17,469	\$ 11,312,301	\$ 10,442,042
Contributions	189,821	-	189,821	165,473
Donated Services	29,648	-	29,648	4,692
Interest Income	4,880	-	4,880	3,722
Member Dues	12,000	-	12,000	12,000
Miscellaneous Income	144	-	144	678
Total Contributions and Support	<u>11,531,325</u>	<u>17,469</u>	<u>11,548,794</u>	<u>10,628,607</u>
Net Assets Released from Donor Imposed Restrictions	48,756	(48,756)	-	-
<u>EXPENSES</u>				
Program Services	11,334,314	-	11,334,314	10,321,468
Management and General	81,833	-	81,833	154,423
Fundraising	51,432	-	51,432	21,800
Total Expenses	<u>11,467,579</u>	<u>-</u>	<u>11,467,579</u>	<u>10,497,691</u>
INCREASE (DECREASE) IN OPERATING NET ASSETS	112,502	(31,287)	81,215	130,916
<u>NONOPERATING GAINS (LOSSES)</u>				
Investment Dividends	7,339	-	7,339	14,093
Unrealized and Realized Gain (Loss)	34,222	-	34,222	(73,579)
Investment Fees	(1,978)	-	(1,978)	(2,286)
Net Nonoperating Gains (Losses)	<u>39,583</u>	<u>-</u>	<u>39,583</u>	<u>(61,772)</u>
INCREASE (DECREASE) IN NET ASSETS	152,085	(31,287)	120,798	69,144
NET ASSETS AT BEGINNING OF YEAR	<u>1,436,528</u>	<u>104,331</u>	<u>1,540,859</u>	<u>1,471,715</u>
NET ASSETS AT END OF YEAR	<u>\$ 1,588,613</u>	<u>\$ 73,044</u>	<u>\$ 1,661,657</u>	<u>\$ 1,540,859</u>

New Hampshire Coalition Against Domestic and Sexual Violence
Statement of Functional Expenses
Year Ended June 30, 2023
With Comparative Totals for Year Ended June 30, 2022
See Independent Auditors' Report

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total 2023</u>	<u>Total 2022</u>
Salaries	\$ 1,198,898	\$ 51,431	\$ 35,444	\$ 1,285,773	\$ 1,264,694
Payroll taxes	89,868	3,855	2,657	96,380	98,260
Health and Dental Insurance	145,609	6,241	4,185	156,035	128,038
Other Employee Benefits	31,174	1,299	-	32,473	37,156
Professional Services	78,647	3,277	-	81,924	77,710
Contract/Grant Services	8,911,330	-	-	8,911,330	8,091,952
Survivor Grants	90,225	-	-	90,225	79,225
Rental Assistance	225,027	-	-	225,027	211,314
Memberships	7,064	294	-	7,358	6,533
Publications	1,973	82	-	2,055	1,925
Advertising/Public Awareness	1,193	129	1,906	3,228	1,756
Copying	4,014	167	-	4,181	2,922
Office Supplies	33,692	1,566	3,897	39,155	41,855
Postage	2,655	125	352	3,132	3,500
Printing	2,142	141	1,234	3,517	1,493
File storage management	759	32	-	791	1,176
Maintenance & Repair	31,433	1,310	-	32,743	35,816
Rent Expense	98,891	4,120	-	103,011	99,611
Insurance	13,658	569	-	14,227	12,400
Staff Development	30,177	1,264	150	31,591	8,921
Travel	31,692	1,321	16	33,029	10,128
Telephone	60,413	2,517	-	62,930	56,271
Technology	145,069	-	-	145,069	111,806
Miscellaneous Expense	25,450	1,127	1,591	28,168	14,971
AVAP Member Training/Education	8,368	-	-	8,368	827
Direct Training	22,340	-	-	22,340	32,369
Community Education	19,352	-	-	19,352	39,915
Depreciation Expense	8,170	340	-	8,510	9,383
Accounting Fees	15,031	626	-	15,657	15,764
Total Expenses	\$ 11,334,314	\$ 81,833	\$ 51,432	\$ 11,467,579	\$ 10,497,691

Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Cash Flows
Years Ended June 30, 2023 and 2022
See Independent Auditors' Report

	<u>2023</u>	<u>2022</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Increase in Net Assets	\$ 120,798	\$ 69,144
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities		
Depreciation	8,510	9,383
Net (Gain) Loss on Investments	(39,583)	61,772
(Increase) Decrease in Operating Assets:		
Grants Receivable	(210,652)	(173,066)
Prepaid Expenses	(2,217)	(1,105)
Increase (Decrease) in Operating Liabilities:		
Grants and Accounts Payable	327,506	38,447
Accrued Expenses	2,604	19,239
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>206,966</u>	<u>23,814</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Net (Purchase) Maturity of Certificates of Deposit	(251,294)	122,983
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>(251,294)</u>	<u>122,983</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(44,328)	146,797
CASH AND CASH EQUIVALENTS, AT BEGINNING OF YEAR	<u>464,776</u>	<u>317,979</u>
CASH AND CASH EQUIVALENTS, AT END OF YEAR	<u>\$ 420,448</u>	<u>\$ 464,776</u>
<u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</u>		
Donated Services	<u>\$ 29,648</u>	<u>\$ 4,692</u>

New Hampshire Coalition Against Domestic and Sexual Violence

Notes to Financial Statements

Years Ended June 30, 2023 and 2022

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Coalition is a private, non-profit, tax-exempt organization committed to ending domestic and sexual violence. The Coalition serves as a coordinating organization for its 12-member agency crisis centers that in turn provide services to survivors of sexual assault, domestic violence, human trafficking, and stalking. Eleven of the Coalition's member agencies are autonomous, private, non-profit organizations with their own mission, structure, and board of directors; one is a university-based program. The Coalition receives 98% of its funding from federal and state agencies and less than 2% from private fundraising.

The Vision of the Coalition is:

All New Hampshire communities provide safety for every person.

The Mission of the Coalition is:

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

This mission is accomplished by the Coalition, which includes 12 independent community-based member programs, a board of directors and a central staff working together to:

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

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

Coalition staff provide education and training to court and law enforcement officials and attorneys, and collaborate with legal assistance organizations that provide lawyers for survivors and their families. Coalition staff work to promote cross-system collaboration with child protective services and child advocacy centers to assure safety for children exposed to or who have experienced domestic and sexual violence, and for their parents. Coalition staff participate on numerous statewide boards and commissions to advocate for effective responses to victims.

The Coalition's Public Affairs staff work closely with other advocacy groups, legislators and survivors to draft legislation, organize testimony, and advocate for policy changes throughout the legislative session. The Coalition either takes an active role in or tracks close to 150 bills each legislative session. These bills address a wide range of issues including domestic and sexual violence; stalking; family law; divorce and child custody/visitation/support; reproductive rights; law enforcement and courts; privacy and personal information; healthcare; and economic justice.

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

New Hampshire Coalition Against Domestic and Sexual Violence

Notes to Financial Statements

Years Ended June 30, 2023 and 2022

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

Nature of Activities (Continued)

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

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

AmeriCorps Victim Assistance Program (AVAP)

The AmeriCorps Victim Assistance Program (AVAP) founded in 1994 is a program of the Coalition that ensures that direct services are available to victims of domestic and sexual violence and stalking throughout New Hampshire. AVAP is part of AmeriCorps, a national service program that offers opportunities to Americans who are interested in making a substantial commitment to serve their country through national service.

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

Sexual Assault Nurse Examiner (SANE) Program

A Sexual Assault Nurse Examiner (SANE) is a Registered Nurse who has been specially trained to provide comprehensive care to sexual assault survivors, who demonstrates competency in conducting medical/forensic examinations and who has the ability to be a witness in a sexual assault prosecution. Coalition staff are responsible for training and working with registered SANEs and medical professionals across the state to ensure that sexual assault victims receive consistent and professional care during forensic exams.

The Family Violence Prevention Specialist Program

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

New Hampshire Coalition Against Domestic and Sexual Violence

Notes to Financial Statements

Years Ended June 30, 2023 and 2022

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

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

Significant Accounting Policies

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

Basis of Presentation

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

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

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

Basis of Accounting

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

Grants Receivable and Promises to Give

Contributions are recognized when the donor makes a promise to give to the Coalition that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

New Hampshire Coalition Against Domestic and Sexual Violence**Notes to Financial Statements****Years Ended June 30, 2023 and 2022****NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)****Contributed Services**

During the Years Ended June 30, 2023 and 2022, the value of contributed services relating to professional services were \$29,648 and \$4,692, respectively. All contributed services were considered without donor restriction and were valued at fair-market-value.

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 criteria for recognition as contributed services has not been met.

Estimates

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

Compensated Absences

Employees of the Coalition are entitled to paid vacation depending on job classification, length of services, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of June 30, 2023 and 2022 in the amounts of \$70,695 and \$71,602, respectively.

Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

Property and Equipment

It is the Coalition's policy to capitalize property and equipment over \$2,500 and all expenditures for repairs, maintenance, renewals and betterments that prolong the useful lives of assets. Lesser amounts are expensed. Purchased property and equipment is capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as contributions without donor restriction unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Coalition reports expiration of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Coalition reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Property and equipment are depreciated using the straight-line method. The ranges of useful lives are as follows:

Improvements	39 Years
Equipment	3-7 Years

Depreciation expense recorded by the Coalition for the Years Ended June 30, 2023 and 2022 was \$8,510 and \$9,383, respectively.

New Hampshire Coalition Against Domestic and Sexual Violence**Notes to Financial Statements****Years Ended June 30, 2023 and 2022****NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)****Income taxes**

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

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. The following table provides a reconciliation of cash and cash equivalents reported within the statement of financial position to the sum of the corresponding amounts within the statement of cash flows as of June 30:

	<u>2023</u>	<u>2022</u>
Cash and Cash Equivalents	\$347,404	\$360,445
Restricted Cash and Cash Equivalents	<u>73,044</u>	<u>104,331</u>
Total	<u>\$420,448</u>	<u>\$464,776</u>

Certificates of Deposit

Certificates of deposit are reported on the accompanying statement of financial position. The certificates bear interest ranging from 1.00% to 4.91% as of June 30, 2023. Maturities range from eight months to two and a half years.

Segregation of Accounts

Under Title 1, New Hampshire, The State and Its Government, Chapter 15 Lobbyist Section 15:1-a, the Coalition is required to physically and financially separate state funds from any non-state funds that may be used for the purposes of lobbying or attempting to influence legislation, participate in political activity, or contribute funds to any entity engaged in these activities. The Coalition has established and maintains a separate bank account for this purpose. The account balances were \$31,013 and \$23,455 at June 30, 2023 and 2022, respectively.

Concentration of Credit Risk

The Coalition maintains cash balances in accounts at two local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Coalition may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Coalition. At June 30, 2023 and 2022 the Coalition had uninsured cash balances of \$336,578 and \$134,613, respectively.

Advertising Costs

The Coalition follows the policy of charging the production costs of advertising to expense as incurred. Advertising expense at June 30, 2023 and 2022 was \$3,228 and \$1,756 respectively.

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

Years Ended June 30, 2023 and 2022

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

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Coalition's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

Financial Instruments

The carrying value of cash and cash equivalents, certificates of deposit, grants receivable, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2023 and 2022, which approximates fair value due to the relatively short maturity of these instruments. Other financial instruments held at year-end are investments, which are stated at fair value.

Reclassifications

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

Subsequent Event

Management has evaluated subsequent events through October 26, 2023, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no other subsequent events matching this criterion occurred during this period.

Newly Adopted Accounting Pronouncement

In February, 2016, the FASB issued ASC 842, Leases. Under the new guidance, a lessee will be required to recognize assets and liabilities for leases with lease terms of more than twelve months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily will depend on its classification as a finance or operating lease. However, unlike current GAAP—which requires only capital leases to be recognized on the statement of financial position—the new ASC will require both types of leases to be recognized on the statement of financial position. This standard was adopted by the Coalition during the year ended June 30, 2023.

NOTE B – BOARD DESIGNATED NET ASSETS

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

	<u>2023</u>	<u>2022</u>
Fund for Grace	\$ 59,932	\$ 59,932
Operating Reserve	<u>148,665</u>	<u>148,665</u>
	<u>\$ 208,597</u>	<u>\$ 208,597</u>

New Hampshire Coalition Against Domestic and Sexual Violence**Notes to Financial Statements****Years Ended June 30, 2023 and 2022****NOTE C – NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions consist of funds received by the Coalition, restricted as to use or time. The restrictions are considered to expire when payments are made. As of June 30, 2023 and 2022 respectively, the net assets with donor restrictions are available for the following purpose:

	<u>2023</u>	<u>2022</u>
Technology Improvement	\$ -	19,225
Human Trafficking Services	55,575	55,575
Economic Support to Survivors	<u>17,469</u>	<u>29,531</u>
Total	<u>\$ 73,044</u>	<u>\$ 104,331</u>

Net assets in the amount of \$48,756 and \$111,525 were released from donor restrictions by incurring expenses satisfying the restricted purpose during the years ended June 30, 2023 and 2022, respectively.

NOTE D – 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, 2023 and 2022 totaled \$28,343 and \$27,848, respectively.

NOTE E – FAIR VALUE MEASUREMENTS

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

	<u>Fair Value</u>	<u>Quoted Prices In Active Markets For Identical Assets (Level 1)</u>
<u>2023</u>		
Investments	\$ 432,178	\$ 432,178
Certificates of Deposit	<u>422,430</u>	<u>422,430</u>
	<u>\$ 854,608</u>	<u>\$ 854,608</u>
<u>2022</u>		
Investments	\$ 392,595	\$ 392,595
Certificates of Deposit	<u>171,136</u>	<u>171,136</u>
	<u>\$ 563,731</u>	<u>\$ 563,731</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions.

NOTE F – LINE OF CREDIT

The Coalition has a one-year \$150,000 revolving line of credit agreement with Merrimack County Savings Bank. The credit line matures on May 20, 2024 and automatically renews annually. Interest is stated at the Wall Street Journal prime rate plus .5%, which resulted in interest rates of 8.75% and 5.25% as of June 30, 2023 and 2022, respectively. The line of credit is secured by all business assets. There were no borrowings against the line as of June 30, 2023 and 2022.

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

Years Ended June 30, 2023 and 2022

NOTE G – LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

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

	<u>2023</u>	<u>2022</u>
Cash and Cash Equivalents	\$ 420,448	\$ 464,776
Certificates of deposit, short-term	218,264	-
Grants Receivable, net of		
Grants Payable	413,742	530,596
Less Amounts:		
With Donor Imposed Restriction	<u>(73,044)</u>	<u>(104,331)</u>
	<u>\$ 979,410</u>	<u>\$ 896,041</u>

NOTE H – INVESTMENTS

Investments are presented in the financial statements at fair-market value. Investments at June 30, 2023 and 2022 are composed of the following:

	<u>2023</u>		<u>2022</u>	
	<u>Cost</u>	<u>Market</u>	<u>Cost</u>	<u>Market</u>
Equity Mutual Funds	\$ 52,185	\$ 68,789	\$ 52,185	\$ 58,471
Mutual Funds	138,440	124,569	135,292	123,730
Money Market	33,519	33,519	32,037	32,037
Exchange traded funds	170,824	205,301	170,824	178,357
Total	<u>\$ 394,968</u>	<u>\$ 432,178</u>	<u>\$ 390,338</u>	<u>\$ 392,595</u>

FASB Accounting Standards Codification Topic 820-10 *Fair Value Measurements* defines fair value, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurement).

Under Topic 820-10, the three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Coalition has the ability to access at the measurement date.

Level 2 inputs are inputs other than quoted prices included in Level 1 that are either directly or indirectly observable for the assets or liabilities.

Level 3 inputs are unobservable inputs for the assets or liabilities.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

All investments are measured at Level 1. Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets.

New Hampshire Coalition Against Domestic and Sexual Violence

Notes to Financial Statements

Years Ended June 30, 2023 and 2022

NOTE H – INVESTMENTS, (continued)

The individual investments contain net assets without donor restrictions. Investments in marketable equity securities and marketable debt securities are carried at fair market value determined by “quoted market prices” per unit (share) as of the statement of financial position date. All other investments are stated at cost. Donated investments are recorded at the mean of the high and low price as of the date of receipt. Gains and losses on investments are reported as increases or decreases in net assets without donor restrictions, unless their use is restricted by explicit donor stipulation or by law.

Spending Policy

Each fiscal year the Coalition is authorized to withdraw up to 5% of the total market value of the total portfolio of the Fund. The amount available to be withdrawn in a fiscal year will be up to 5% of the Fund market value as of the last business day of the fiscal third quarter of the preceding fiscal year. Only with the approval of a majority vote of the Board of Directors, present at a meeting duly called for such purpose, may the Coalition exceed the 5% spending cap.

Investment Return Objectives, Risk Parameters and Strategies

The Coalition Board of Directors is responsible for developing policies that govern investment of the assets of the Coalition. The purpose of the following Investment Policy, which is to be reviewed annually by the Finance Committee of the Coalition are to:

Establish the investment objectives, policies, guidelines and eligible securities relating to investments owned or controlled by the Coalition through a third-party investment advisor.

Identify the criteria against which the investment performance of the Coalition’s investments will be measured.

Communicate the objectives to the Board of Directors, investment managers and funding sources that may have involvement.

Serve as a review document to guide the ongoing oversight of the management of the Coalition’s investments.

NOTE I – LEASING ACTIVITIES

Operating Lease

The Coalition entered a ten-year lease agreement for office and parking spaces on March 1, 2018 which expires February 28, 2028. The lease agreement includes 4% annual escalations each year on the anniversary of the lease term for office space. Rent for parking has remained fixed although it can be increased no more than 2% each anniversary. Rent expense related to the lease was \$103,011 and \$99,611 for the years ended June 30, 2023 and 2022 respectively.

As disclosed in Note A, the Coalition adopted FASB ASC 842 during June 30, 2023 and as a result, it had no impact to the prior year statement of financial position.

The Coalition has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the office and parking assets.

New Hampshire Coalition Against Domestic and Sexual Violence**Notes to Financial Statements****Years Ended June 30, 2023 and 2022****NOTE I – LEASING ACTIVITIES (Continued)**

Total right-of-use assets and lease liabilities at June 30, 2023 are as follows:

Lease Assets – Classification in Statement of Financial Position

Operating Lease Right of Use Asset	<u>\$ 456,259</u>
------------------------------------	-------------------

Lease Liabilities – Classification in Statement of Financial Position:

Operating Lease Liability, Current Portion	106,546
Operating Lease Liability, Current Portion	<u>349,713</u>
Total	<u>\$ 456,259</u>

The weighted-average remaining lease term and weighted-average discount rate are as follows:

Weighted-average remaining lease term in years: 4.67

Weighted-average discount rate: 5.315%

The future minimum lease payments on this agreement as of June 30 are:

2024	\$ 106,546
2025	110,223
2026	114,047
2027	118,023
2028	<u>80,496</u>
Total payments	529,335
Net present value discount	<u>(73,076)</u>
Present Value of lease liabilities	<u>\$ 456,259</u>

Finance Lease

The Coalition leases office equipment under a finance lease agreement. The lease is for four-years, expiring October 31, 2025. The annual rent expense is \$3,776 per year and is included in office supplies on the statement of activities.

As disclosed in Note A, the Coalition adopted FASB ASC 842 during June 30, 2023 and as a result, it had no impact to the prior year statement of financial position.

The Coalition has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the office equipment.

Total right-of-use assets and lease liabilities at June 30, 2023 are as follows:

Lease Assets – Classification in Statement of Financial Position

Finance Lease Right of Use Asset	<u>\$ 8,068</u>
----------------------------------	-----------------

Lease Liabilities – Classification in Statement of Financial Position:

Finance Lease Liability, Current Portion	3,776
Finance Lease Liability, Current Portion	<u>4,292</u>
Total	<u>\$ 8,068</u>

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2023 and 2022

NOTE I – LEASING ACTIVITIES (Continued)

The weighted-average remaining lease term and weighted-average discount rate are as follows:

Weighted-average remaining lease term in years: 2.33

Weighted-average discount rate: 5.315%

The future minimum lease payments on this agreement as of June 30 are:

2024	\$ 3,776
2025	3,776
2026	<u>1,259</u>
Total payments	8,811
Net present value discount	<u>(743)</u>
Present Value of lease liabilities	<u>\$ 8,068</u>

NOTE J – RISKS AND UNCERTAINTIES – COVID-19

As a result of the spread of the COVID-19 coronavirus, economic uncertainties have arisen which may negatively impact future financial performance. The potential impact of these uncertainties is unknown and cannot be estimated at the present time.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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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, 2023, 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 26, 2023.

Report on 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) as a basis for designing 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 or significant deficiencies may exist that were not identified.

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 financial statements. 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 26, 2023

KOWLEY & ASSOCIATES, P.C.

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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the types of compliance requirements identified as subject to audit 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, 2023. 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.

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, 2023.

Basis for Opinion on Each Major Federal Program

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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of New Hampshire Coalition Against Domestic and Sexual Violence and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to New Hampshire Coalition Against Domestic and Sexual Violence's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on New Hampshire Coalition Against Domestic and Sexual Violence's compliance based on our audit. Reasonable assurance is a high

level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

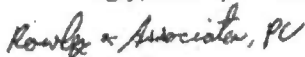
Report on Internal Control over Compliance

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 a 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 Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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 26, 2023

New Hampshire Coalition Against Domestic and Sexual Violence
Schedule of Findings and Question Costs
Year Ended June 30, 2023

SECTION I – SUMMARY OF AUDITOR’S RESULTS

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

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, 2023**

<u>Program Title</u>	<u>Federal CFDA/ Assistance Listing Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Housing and Urban Development:</u>				
Pass-Through Programs from State of NH Department of HHS:				
Continuum of Care Program	14.267	102-500731	226,811	238,104
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			<u>226,811</u>	<u>238,104</u>
<u>U.S. Department of Justice:</u>				
Direct Program - Violence Against Women Act of 2000	16.556		-	258,294
Pass-Through Programs from State of NH Department of Justice:				
VAWA, SASP	16.017	2022SAS01	402,889	402,889
OVC Human Trafficking	16.320		-	81,165
VOCA Grants:				
VOCA, Data Projects Coordinator	16.575	2022Admin01	-	9,881
VOCA, Competitive	16.575	2022VOC72	28,621	28,621
VOCA, PMC Subcontracts	16.575	2022VOC03	2,747,034	3,224,327
VOCA, PMC Subcontracts	16.575	2022VOC31	323,840	323,840
Subtotal			<u>3,099,495</u>	<u>3,586,669</u>
VAWA, STOP	16.588	2022VAW16	-	160,529
Total Pass-Through Programs			<u>3,502,384</u>	<u>4,231,252</u>
TOTAL U.S. DEPARTMENT OF JUSTICE			<u>3,502,384</u>	<u>4,489,546</u>
<u>U.S. Department of the Treasury</u>				
Pass-Through Programs from State of NH Department of Justice:				
Coronavirus State and Local Fiscal Recovery Funds - Covid-19	21.027	2023ARPVS19	339,053	339,053
TOTAL U.S. DEPARTMENT OF THE TREASURY			<u>339,053</u>	<u>339,053</u>
<u>U.S. Department of Health and Human Services:</u>				
Direct Program - Family Violence Prevention Services Act	93.591		-	324,448
Direct Program - Family Violence Prevention Services Act - Covid-19	93.591		-	174,280
Subtotal			<u>-</u>	<u>498,728</u>
Pass-Through Programs from State of NH Department of HHS:				
Sexual Violence Prevention	93.136	102-500731	216,703	298,886
Family Violence Prevention Services Act	93.671	155510 B001	1,293,693	1,317,443
Family Violence Prevention Services Act - Covid-19	93.671	155510 B001	1,047,251	1,172,251
Subtotal			<u>2,340,944</u>	<u>2,489,694</u>
Total Pass-Through Programs			<u>2,557,647</u>	<u>2,788,580</u>
TOTAL U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES			<u>2,557,647</u>	<u>3,287,308</u>
<u>Corporation for National & Community Services:</u>				
Pass-Through from Volunteer NH!				
AmeriCorps Victim Assist Program	94.006		-	113,911
AmeriCorps Victim Assist Program - Covid-19	94.006		-	77,199
TOTAL CORPORATION FOR NATIONAL & COMMUNITY SERVICES			<u>-</u>	<u>191,110</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 6,625,895</u>	<u>\$ 8,545,121</u>

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of New Hampshire Coalition Against Domestic and Sexual Violence under programs of the federal government for the year ended June 30, 2023. 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/ Assistance Listing #</u>	<u>Amount Provided</u>
Rapid Re-Housing Program	14.267	\$ 226,811
Sexual Assault Services Program	16.017	402,889
Victims of Crime Act	16.575	3,099,495
Coronavirus Fiscal Recovery	21.027	339,053
Sexual Violence Prevention	93.136	216,703
Family Violence Prevention Services Act	93.671	<u>2,340,944</u>
		<u>\$ 6,625,895</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.



Board of Directors

Chairperson

Tina Smith

Nurse, Concord Pediatrics

Vice Chair

Hilary Holmes Rheaume

Associate, Bernstein, Shur, Sawyer & Nelson, P.A.

Treasurer

John Gasaway

Prosecutor, State of NH, Department of Safety

Co-Clerk

Shauna Foster

Executive Director, New Beginnings

Ally Goddard Richardson

Managing Director, Dartmouth College

Caitlin Garcia

Manager, A.M. Peisch & Company, LLP

Carlos Jauhola-Straight

Pastor, First Congregational Church of Pelham

Deb Haynes-Kenney

Executive Director, Response

Julia Williams

Director, Mass General Brigham

Michael Hauptly-Pierce

Commercial Water Specialist, Secondwind Water Systems, Inc.

Sarah Gagnon

VP of Clinical Operations, Riverbend Community Mental Health

Theresa Brisson

Nurse Practitioner

Dartmouth Hitchcock Medical Center

Emily Provencher

Experience

NH Coalition Against Domestic and Sexual Violence - Prevention Specialist

October 2022 – Present

- Provided technical assistance and support to prevention educators at the Coalition's 12 member programs across the state to ensure that all sexual violence prevention programming followed best practices and met the needs of the community being served.
- Developed and provided support in the Granite State Respect Week annual campaign which raises awareness of teen dating violence for over 16,000 middle and high school students across the state.
- Researched and attended ongoing training to keep up on trends in the field of sexual violence prevention, particularly on health equity based approaches.
- Contributes to statewide commissions and workgroups that aim to improve comprehensive sexual violence prevention statewide.

NH Coalition Against Domestic and Sexual Violence - AmeriCorps Victim Assistance Program Manager

August 2021 – October 2022

- Recruited, on-boarded, trained, and supported AmeriCorps members engaging in direct service activities supporting survivors of domestic and sexual violence across New Hampshire.
- Strengthened the program's implementation of economic empowerment services and recorded data on outcomes of services.
- Provided ongoing support and training to members and host site supervisors including monthly all-day training meetings and 2-week onboarding training.
- Maintained compliant program records and submitted appropriate information and data for routine program monitoring and grant application and renewal.

Campus Compact for New Hampshire - AmeriCorps VISTA Member: Community Education

August 2020 – August 2021

- Developed an online tutoring partnership between the Meelia Center at Saint Anselm College and the Manchester School District which aimed to provide virtual support to students during remote and hybrid learning due to Covid-19.
- Collaborated with MSD teachers and staff to build processes for referrals and tutor pairings intended to streamline access to the program for students with limited accessibility to traditional online learning.
- Communicated and partnered with Manchester Housing Authority staff to ensure the tutoring program's ability to outreach to and support students living in public housing.
- Trained and facilitated weekly team meetings to support tutor progress and provide professional development such as outreach practices, student instruction, and remote relationship building to 70 college student staff members and 125 student volunteers.

Meelia Center for Community Engagement at Saint Anselm College - Student Management Staff

August 2019 - July 2020

- Facilitated one-on-one meetings and team meetings with over 90 student staff members to ensure success in managing community partnerships, volunteer support, maintaining a healthy work-life-school balance.
- Developed reflections for service learning students using dialogue skills from training by the Meelia and Intercultural Centers.
- Assisted a team of students in a fellowship to promote diversity on the Meelia Center staff in the development of an after school program aimed to empower teenage girls living in public housing in Manchester.
- Developed the service learning component of a new course with a faculty member aiming to educate students on democracy and social justice. Managed the course's semester-long project working with youth to empower them to make positive change in their community through civic action.

Education

Saint Anselm College, Manchester, NH - Bachelor of Arts in Politics and Communication

August 2016 - May 2020

Graduated Cum Laude 3.23 GPA. Participated in the Orvieto, Italy study abroad program Spring of Junior Year.

Coursework included: Public Speaking, Human Communication, Media Writing, Comparative Politics, and Public Policy

Awards & Honors

Paul S. Coleman Service Award: Meelia Center Partnership Award - April 2020

Pi Sigma Alpha National Honor Society in Political Science - Inducted March 2019, Presented Research February 2020

MEG CHANT

PROFESSIONAL EXPERIENCE

PROGRAM DIRECTOR

May 2023 -- present

Full-time

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

- Provide strategic oversight for programming relating to human trafficking, sexual violence prevention, and Sexual Assault Nurse Examiners (SANE).
- Supervise members of the Programs Team, providing guidance, support, training, and technical advice.
- Serve as a member of the Coalition's Leadership Team and represent the organization, and the interests of victims of domestic and sexual violence, on various statewide task forces, committees, and work groups.
- Participate in grant writing, reporting, and maintenance.
- Liaise with stakeholders, legislators, media, and community members to provide education and advocacy in support of the Coalition's work and mission.
- Deliver ongoing support, training, and technical assistance to the Coalition's 12 member program crisis centers.

HUMAN TRAFFICKING PROJECT SPECIALIST

October, 2022 -- May 2023

Full-time

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

- Serve as the Director of the New Hampshire Human Trafficking Collaborative Task Force:
 - Ensuring progress on grant-required deliverables and data-tracking
 - Coordinating Task Force activities including meeting facilitation, work groups leadership, and briefing members on current issues and trends
 - Consistently promoting the use of practices and policies that are victim-centered and trauma-informed
 - Communicating with key partners in law enforcement and victim services to manage emergent situations
- Provide educational trainings and presentations for professionals and community members
- Participate in media opportunities to promote awareness of the issue as well as of the resources available
- Conduct research, coordination, and preparation of materials in support of funding opportunities and other project-based work
- Liaise with the Coalition's Public Affairs team to strategize and provide input on relevant legislation, and to ensure consistency of messaging across outlets and platforms
- Supervise the human trafficking intern

AMERICORPS VICTIM ADVOCATE

September, 2021 -- August, 2022

Part-time

New Hampshire Department of Corrections Office of Victim Services, Concord, NH

- Supported and advocated for victims of crime using the Empowerment Model
- Prepared victims for Parole Board hearings and attended with them
 - Discussed safety planning and submitted requests for parole conditions to the Parole Board
 - Offered support/feedback in drafting and presenting Victim Impact Statements
 - Listened to concerns and questions and provided information and referrals
- Provided detailed explanations of criminal justice and correctional processes
- Delivered financial literacy workshops to female offenders
- Co-facilitated preparation sessions for Victim Offender Dialogues
- Collaborated closely with colleagues within the Office of Victim Services and the Department of Corrections, as well as partner agencies

SENIOR PROGRAM COORDINATOR/ HR COORDINATOR

March, 2009 – October, 2013

Full-time

Best Practice Network, Bristol, UK

Coordinated the operation of multiple training programs around the country, including:

- Recruitment/outreach, receiving and assessing applications, conducting phone interviews with applicants;
- Event logistics;
- Student support;
- Database management;
- Assessment/coursework administration;
- Liaison with finance team regarding budgets, invoices and purchase orders;
- Proactive communication with colleagues at partner institutions and the British government to ensure consistency and compliance in program delivery.
- Supervision of 2-3 team members

Managed Human Resources functions including:

- Recruiting/interviewing/hiring new members of staff
- Conducting staff focus groups and workshops,
- Revising the staff mentoring system
- Mediating conflicts between members of staff and escalating as appropriate

CASEWORKER (VOLUNTEER)

October, 2007 – May, 2009

Volunteer

British Red Cross (International Tracing and Message Service), Bristol, UK

- Conducted interviews with asylum seekers and refugees
- Communicated sensitively and empathetically with careful attention to detail
- Participated in outreach events

EDUCATION/ TRAINING

2022

New Hampshire Victims Assistance
Academy NH Attorney General's
Office

2021

AmeriCorps Victim Assistance Program Training
100+ hours, including trauma-informed services,
working with vulnerable populations, financial
empowerment, and criminal justice system
processes

2006 – 2008

MA, Legal Studies (qualifying law degree)
University of Bristol (UK)

2000 – 2005

BA, Political Science and French
Bates College, Lewiston, Maine
Studied abroad in France and India

TASK FORCES/COMMITTEES

NH Human Trafficking Collaborative Task Force (2022-present)
NH Incapacitated & Vulnerable Adult Fatality Review
Committee (2023-present)
NH Sexual Assault and Sexual Assault Nurse Examiner (SANE)
Advisory Board (2023-present)

PAMELA ENGLISH

EMPLOYMENT

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

Administrative and Finance Director, 2006 - Present

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

Business and Grants Manager, 1995 - 2006

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

Administrative Assistant, 1993 - 1995

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

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

Law Offices, Concord, NH, 1985 - 1988

Legal Secretary

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

COMPUTER EXPERIENCE AND SKILLS

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

EDUCATION

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

COMMUNITY ACTIVITIES

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

REFERENCES

Available upon request.

Rachel Duffy

Skills

Microsoft Office- Power Point- Excel- Word- Community Outreach- Database Management-Leadership- Crisis Intervention/high pressure environments- Housing Law/Family Law –Empathy –Team Player- -Case Management -Grant Reporting – Federal Grant Applications- Grant Management- Confidential Record Maintenance – Financial Education and Empowerment – National Service Leadership- Support Group Facilitation-

Work Experience

**Housing and Economic Justice Manager
NH Coalition Against Domestic and Sexual Violence
August 2021 to Present**

Direct a HUD funded, Domestic Violence Rapid Re-Housing grant through the NH Bureau of Housing Supports. Facilitate trainings to subrecipient agencies. Offer technical assistance to programs ensuring HUD compliance. Direct monthly housing and shelter meetings for advocates across the state to increase collaboration and effective advocacy throughout the programs. Assist in completing annual grant applications. Track grant expenditures and complete monthly billing. Manage a statewide VOCA funded Housing First Program for the state's crisis centers. Process funding requests Perform annual grant reporting and application. Develop and maintain statewide relationships to support housing advocacy. Direct and administer the Economic Empowerment Program of NH, including managing the Matched Savings Program and training AmeriCorps Members and other advocates on financial empowerment resources. Sat on several housing committees including the Bureau of Housing Supports Executive Committee as the Domestic Violence representative for the state. The Governor's Council on Housing Stability, and the Balance of State Continuum of Care meetings. Support and advocate for housing policy and legislation through providing testimony and support alongside the coalition's public affairs team. Provide supervision to housing interns and fellows.

**AmeriCorps Victim Assistance Program Manager
NH Coalition Against Domestic and Sexual Violence (NHCADSV)
August 2020 to August 2021**

Effectively Managed NHCADSV AmeriCorps Victim Assistance Program (AVAP) by adhering to mandated programmatic regulations including performing background checks on incoming AVAP members, maintain member files, biannual grant progress reports, and ensuring members adhere to service polices. Offered mentorship, training, and guidance to AVAP members throughout the service year. Supported host sites in supervising their AVAP members through training and ongoing communication across the service year. Participated in AmeriCorps days of service events such as MLK day of service. Trained AVAP members in implementing the Allstate Moving Ahead curriculum for survivors of domestic and sexual violence at their host sites. Offered educational and employment guidance for AVAP members exiting the program.

**Transitional Housing Advocate
Bridges Domestic and Sexual Violence Support - Nashua, NH
February 2017 to August 2020**

Manage the cases of up to 10 families. Assist clients in searching for apartments. Negotiate fair rents with landlords. Keep informed on housing laws and legislation. Cultivate strong community relationships to enhance client supports. Provide financial literacy to clients through ongoing budget and savings, and credit awareness seminars. Maintain confidential information. Track statistical data and complete grant

reports on a semiannual basis. Work with clear judgment in crisis situations and provide emotional counseling. Directly supervised the Housing First Advocate.

Shelter Manager

Bridges Domestic and Sexual Violence Support - Nashua, NH

January 2013 to February 2017

Managed the cases of up to five families in a confidential domestic violence shelter. Provided direct service and crisis counseling to all families. Maintained condition of shelter by keeping track of regular maintenance and coordinating repairs. Lead weekly support groups at shelter. Participated biweekly on the 24-hour crisis line. Maintained confidential documents. Tracked statistical data for quarterly reports.

AmeriCorps Member (court advocate)

Americorps Victim Assistance Program - Concord, NH

August 2012 to January 2013

Assisted survivors of domestic violence in preparing legal documents such as restraining orders, and ex parte custody orders. Advocated for clients during court proceedings. Assisted clients in applying for legal assistance. Participated on biweekly on our 24-hour support line. Become familiar with All State Financial Empowerment Curriculum and provide this training to clients. Attended AmeriCorps trainings and social outreach events.

Education

Associates Degree in Behavioral Science-2019

Granite State College - Concord, NH

Certificate in Human Services-2014

Nashua Community College - Nashua, NH

UNH Supervisors Boot camp -University of New Hampshire Durham, NH (Completed 7/19/18)

Contractor Name: New Hampshire Coalition Against Domestic & Sexual Violence
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Pamela English	Administrative & Finance Director	\$ 7,309
Meg Chant	Program Director	\$ 10,096
Rachel Duffy	Housing & Economic Justice Manager	\$ 5,350
Emily Provencher	Prevention Specialist	\$ 57,084

18
MAC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

January 7, 2022

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 contract with the New Hampshire Coalition Against Domestic and Sexual Violence (VC# 155510), Concord, NH, in the amount of \$599,873 for the provision of primary prevention activities for the reduction of sexual violence, with the option to renew for up to two additional years, effective February 1, 2022, upon Governor and Council approval through January 31, 2024. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023 and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-3388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, RAPE PREVENT & EDUCATION (RPE)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Rel	90004008	\$111,353
2023	074-500585	Grants for Pub Asst and Rel	90004008	\$272,036
2024	074-500585	Grants for Pub Asst and Rel	90004008	\$162,600
			Subtotal	\$545,989

05-95-90-901010-8011 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF POLICY & PERFORMANCE, PREVENTIVE HEALTH BLOCK GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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2022	074-500585	Grants for Pub Asst and Rel	90016006	\$11,226
2023	074-500585	Grants for Pub Asst and Rel	90016006	\$26,942
2024	074-500585	Grants for Pub Asst and Rel	90016006	\$15,716
			Subtotal	\$53,884
			Total	\$599,873

EXPLANATION

The purpose of this request is to provide prevention activities for the reduction of sexual violence in New Hampshire through a systematic plan across the socioecological spectrum. The Center for Disease Control and Prevention provides funding through a grant -CDC-RFA-CE19-1902 that requires the Department of Health and Human Services to collaborate with their state sexual violence coalition as a sub-recipient. In NH, the Department of Health and Human Services contracts with the NH Coalition Against Domestic and Sexual Violence, as this vendor is the only NH based state sexual violence coalition. The Injury Prevention Program within the Department of Health and Human Services will work with the NH Coalition Against Domestic and Sexual Violence to distribute the majority of these funds to twelve (12) member programs located throughout the state.

Approximately 41,000 individuals per year will be served during State Fiscal Years 2022, 2023, and 2024.

The Contractor will collaborate with community-based agencies and local Coalition member programs (e.g. crisis centers), statewide on developing and evaluating best practices and sexual violence prevention programming. The Contractor will provide educational sessions on the prevention of sexual violence to school age children in the school setting of all ages. Additionally, the Contractor will provide professional development opportunities to teachers, law enforcement, and other professionals to learn best practices with regards to sexual violence prevention strategies.

The Department will monitor contracted services through reporting of prevention programming and evaluations ensuring a minimum of eighty percent (80%) of sexual violence prevention programs are evaluated and analyzed.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in New Hampshire may not have the opportunity to take part in sexual violence prevention activities, which could potentially result in the increased incidence of sexual violence, statewide.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number CFDA 93.136, FAIN # NUR2CE002459 and CFDA 93.991, FAIN # NB1OT009381.

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

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

DocuSigned by:
Lori A. Shibinette
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Lori A. Shibinette
Commissioner

Subject: Sexual Violence Prevention and Education (SS-2023-DPHS-02-SEXUA)

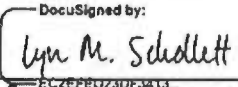
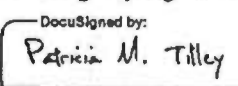

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Coalition Against Domestic and Sexual Violence		1.4 Contractor Address PO Box 353 Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-8893	1.6 Account Number 05-95-90-902010-3388 05-95-90-901010-8011	1.7 Completion Date January 31, 2024	1.8 Price Limitation \$599,873
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 1/11/2022		1.12 Name and Title of Contractor Signatory Lyn M. Schollett Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 1/11/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/11/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 1/11/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds 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 for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials LS
Date 1/11/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS
LS
Date 1/11/2022

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon G&C approval or February 1, 2022 ("Effective Date"), whichever is later.
 - 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
 - 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide primary prevention activities for the reduction of sexual violence in alignment with the goals and objectives of the Center for Disease Control and Prevention's (CDC) Rape Prevention and Education (RPE) Grant. The Contractor shall provide technical assistance, training, and guidance to New Hampshire rape crisis center member programs regarding program evaluation and outreach for rape prevention education.
- 1.2. The Contractor shall employ the Prevention Toolkit, which guides rape crisis center member program education staff through the process of developing a primary sexual violence prevention strategy that adheres to the CDC's Principles of Effective Prevention. The Toolkit includes, but is not limited to:
 - 1.2.1. An overview of primary prevention strategies.
 - 1.2.2. Guidelines for distinguishing between awareness and prevention activities.
 - 1.2.3. A discussion of the Social Ecological Model and the Spectrum of Prevention, which is a framework for ensuring that individual, relationship, and community level strategies are implemented.
 - 1.2.4. Tools for using risk and protective factors and community data to inform prevention programs, behavior change theory, and an overview of Specific Measurable Achievable Relevant Time-bound (SMART) objectives.
 - 1.2.5. A four (4)-step activity for outlining a prevention program.
- 1.3. The Contractor shall support the New Hampshire Sexual Violence Prevention Plan by attending quarterly meetings and acting as Co-Chair of the Sexual Violence Prevention Advisory Council (SVPAC) with the goal of advising on the implementation and revision of the New Hampshire Sexual Violence Prevention Plan.
- 1.4. The Contractor shall subcontract with New Hampshire domestic violence crisis centers and community-based agencies for the development, implementation, evaluation, and reporting of primary sexual violence prevention programming statewide.
 - 1.4.1. The Contractor shall obtain at least one example annually from every subcontractor, which may include but is not limited to:
 - 1.4.2. Appropriate community mobilization efforts regarding policy change.
 - 1.4.3. Behavioral changes as seen in changes in acceptable social norms.
 - 1.4.4. Coalition building with partners and key stakeholders.

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

EXHIBIT B

- 1.5. The Contractor shall employ 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.
- 1.6. The Contractor shall ensure the Prevention Coordinator:
 - 1.6.1. Attends the annual CDC RPE grantee meeting.
 - 1.6.2. Participates in monthly CDC Rape Prevention Education related calls, trainings, and meetings such as webinars from the National Sexual Violence Resource Center (NSVRC) and Prevent Connect.
- 1.7. The Contractor shall engage an Evaluation Specialist that will assist with the following services:
 - 1.7.1. Provide technical assistance to the Prevention Coordinator and the member programs' education staff in the development of the evaluation plan for the Rape Prevention and Education (RPE) Grant and the Public Health and Health Services Block Grant's (PHHS BG) section related to sexual violence prevention.
 - 1.7.2. Provide technical assistance to the Prevention Coordinator and the member programs' education staff with program evaluation and evaluation reporting.
 - 1.7.3. Provide technical assistance to the Prevention Coordinator and the member programs' education staff in the development of the RPE and PHHS BG work plans' performance measures.
 - 1.7.4. Attend meetings, and trainings provided by the CDC, with the Prevention Coordinator and the DHHS Injury Prevention Program Manager related to program evaluation for the RPE Grant and the PHHS BG.
 - 1.7.5. Provide requested information required for grant reporting and budgeting for the RPE Grant and the PHHS BG.
- 1.8. The Contractor shall comply with all relevant state and federal laws, including but not limited to the following New Hampshire statutes
 - 1.8.1. RSA 169-C, Child Protection Act
 - 1.8.2. RSA 161-F, Elderly and Adult Services
 - 1.8.3. RSA 173-C, Confidential Communications between Victims and Counselors
- 1.9. The Contractor shall assist the Department with writing the federal applications for continued program funding.
- 1.10. The Contractor shall complete and submit an annual needs assessment of all of its subcontractors to the Department with respect to sexual violence

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

EXHIBIT B

prevention that must include data collection, source of data used, and target populations, all of which will be submitted in aggregate format.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through H and K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit programmatic reports quarterly to the Department. Reports shall include, but are not limited to:
 - 3.1.1. Professional trainings held, to include number of trainings, type of training, location of training, number of attendees, and results of any evaluation conducted.
 - 3.1.2. Educational sessions held, to include number of sessions, type of sessions held, grades if student audience (preschool, elementary, middle school, high school, and college), number of attendees, location of sessions, and results of any evaluation conducted.
 - 3.1.3. Detailed information or any community mobilization, policy change, behavioral changes as seen in changes in acceptable social norms, and coalition building applicable to sexual violence prevention.
 - 3.1.4. An update on services and any evaluation training provided to subcontractors.
 - 3.1.5. A written narrative on prevention strategies used, how they were implemented, what risk and protective factors were addressed, successes, strategies to address challenges, and lessons learned.
- 3.2. The Contractor shall submit programmatic reports annually to the Department. Reports shall include, but are not limited to:
 - 3.2.1. An update on prevention programs.
 - 3.2.2. An update on the work plan.
- 3.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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

EXHIBIT B

- 3.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 3.5. The Contractor shall collect and share de-identified and aggregated data to prevent constructive identification of any individual with the Department in a format specified by the Department.

4. Performance Measures

- 4.1. The Contractor shall ensure that the following performance indicators are achieved according to the given schedule and monitored quarterly to measure the effectiveness of the Agreement:
 - 4.1.1. Eighty percent (80%) of primary sexual violence prevention programs are evaluated and analyzed.
- 4.2. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination, of the General Provisions, Form P-37, the Contractor shall develop and submit a corrective action plan to the Department for any performance measure that was not achieved within thirty (30) days of the end of the given time period.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an

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

EXHIBIT B

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."

- 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 5.3.5. Materials produced with the RPE Grant funds will note the grant award number and include the DHHS Maternal and Child Health Logo.

5.4. Operation of Facilities: Compliance with Laws and Regulations

- 5.4.1. 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 Agreement 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.

6. Records

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

EXHIBIT B

- 6.1. The Contractor shall keep records that include, but are not limited to:
- 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records must 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.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 91%, Injury Prevention and Control Research and State and Community Based Programs, as awarded on December 27, 2020, by the DHHS, Center for Disease Control and Prevention (CDC), CFDA 93.136, FAIN# NUF2CE002459.
 - 1.2. 9%, Preventive Health and Health Services Block Grant, as awarded on October 25, 2021, by the DHHS, Center for Disease Control and Prevention (CDC), CFDA 93.991, FAIN# NB1OT009381
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. 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, as specified in Exhibits C-1, Budget through Exhibit C-3, Budget.
4. The Contractor shall submit an invoice and supporting documents to the Department by the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4. Ensure the invoice is completed, dated, and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street

LS

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

EXHIBIT C

Concord, NH 03301

6. The Department 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, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

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

EXHIBIT C

- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.

Exhibit C-1, SFY 2022 Budget

New Hampshire Department of Health and Human Services										
Contractor Name: New Hampshire Coalition Against Domestic Violence										
Project Title: Sexual Violence Prevention and Education										
Budget Period: SFY 2022 (February 1, 2022 - June 30, 2022)										
Line Item	Total Program Cost			Via Contractor Share / Match			Funded by DPHHS contract share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	17,708.00		17,708.00				17,708.00		17,708.00	
2. Employee Benefits	4,697.00		4,697.00				4,697.00		4,697.00	
3. Computer(s)										
4. Equipment										
Rental										
Repair and Maintenance										
Purchase/Depreciation										
5. Supplies										
Educational										
Lab										
Pharmacy										
Medical										
Office	563.00		563.00				563.00		563.00	
6. Travel	2,833.00		2,833.00				2,833.00		2,833.00	
7. Occupancy										
8. Current Expenses										
Telephones	417.00		417.00				417.00		417.00	
Postage										
Subscriptions										
Aerial and Legal	730.00		730.00				730.00		730.00	
Insurance	166.00		166.00				166.00		166.00	
Boat(s) Expenses										
9. Billings										
10. Marketing/Communications	283.00		283.00				283.00		283.00	
11. Staff Education and Training										
12. Subcontract Agreements	95,043.00		95,043.00				95,043.00		95,043.00	
13. Other (specify below mandatory)										
Memberships	125.00		125.00				125.00		125.00	
TOTAL	122,378.00		122,378.00				122,378.00		122,378.00	
Indirect As A Percent of Direct 0.0%										

Exhibit C-2, SFY 2022 Budget

New Hampshire Department of Health and Human Services										
Contractor Name: New Hampshire Coalition Against Domestic Violence										
Project Title: Sexual Violence Prevention and Education										
Budget Period: SFY 2022 (July 1, 2022 - June 30, 2022)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHHS contract share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	42,500.00	-	42,500.00	-	-	-	42,500.00	-	42,500.00	
2. Employee Benefits	11,258.00	-	11,258.00	-	-	-	11,258.00	-	11,258.00	
3. Consultants	-	-	-	-	-	-	-	-	-	
4. Equipment	-	-	-	-	-	-	-	-	-	
Rental	-	-	-	-	-	-	-	-	-	
Repair and Maintenance	-	-	-	-	-	-	-	-	-	
Purchase/Depreciation	-	-	-	-	-	-	-	-	-	
5. Supplies	-	-	-	-	-	-	-	-	-	
Instrumental	-	-	-	-	-	-	-	-	-	
Lab	-	-	-	-	-	-	-	-	-	
Pharmacy	-	-	-	-	-	-	-	-	-	
Medical	-	-	-	-	-	-	-	-	-	
Other	1,400.00	-	1,400.00	-	-	-	1,400.00	-	1,400.00	
6. Travel	-	-	-	-	-	-	-	-	-	
7. Occupancy	8,800.00	-	8,800.00	-	-	-	8,800.00	-	8,800.00	
8. Current Expenses	-	-	-	-	-	-	-	-	-	
Telephone	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00	
Postage	-	-	-	-	-	-	-	-	-	
Subscriptions	-	-	-	-	-	-	-	-	-	
Audit and Legal	1,750.00	-	1,750.00	-	-	-	1,750.00	-	1,750.00	
Insurance	400.00	-	400.00	-	-	-	400.00	-	400.00	
Board Expenses	-	-	-	-	-	-	-	-	-	
9. Software	-	-	-	-	-	-	-	-	-	
10. Marketing/Communications	690.00	-	690.00	-	-	-	690.00	-	690.00	
11. Staff Education and Training	-	-	-	-	-	-	-	-	-	
12. Subcontract Agreements	232,890.00	-	232,890.00	-	-	-	232,890.00	-	232,890.00	
13. Other (atomic down mansion)	-	-	-	-	-	-	-	-	-	
Memberships	300.00	-	300.00	-	-	-	300.00	-	300.00	
TOTAL	296,978.00	-	296,978.00	-	-	-	296,978.00	-	296,978.00	

Indirect At A Percent of Direct

0.0%

Exhibit C-3, SFY 2024 Budget

New Hampshire Department of Health and Human Services										
Contractor Name: New Hampshire Coalition Against Domestic Violence										
Project Title: Sexual Violence Prevention and Education										
Budget Period: SFY 2024 (July 1, 2023 - January 31, 2024)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by UNHHS contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	24,792.00	-	24,792.00	-	-	-	24,792.00	-	24,792.00	
2. Employee Benefits	8,587.00	-	8,587.00	-	-	-	8,587.00	-	8,587.00	
3. Consultants	-	-	-	-	-	-	-	-	-	
4. Equipment	-	-	-	-	-	-	-	-	-	
Rental	-	-	-	-	-	-	-	-	-	
Repair and Maintenance	-	-	-	-	-	-	-	-	-	
Purchase/Depreciation	-	-	-	-	-	-	-	-	-	
5. Supplies	-	-	-	-	-	-	-	-	-	
Educational	-	-	-	-	-	-	-	-	-	
Lab	-	-	-	-	-	-	-	-	-	
Pharmacy	-	-	-	-	-	-	-	-	-	
Medical	-	-	-	-	-	-	-	-	-	
Office	817.00	-	817.00	-	-	-	817.00	-	817.00	
6. Travel	-	-	-	-	-	-	-	-	-	
7. Occupancy	4,879.00	-	4,879.00	-	-	-	4,879.00	-	4,879.00	
8. Current Expenses	-	-	-	-	-	-	-	-	-	
Telephone	583.00	-	583.00	-	-	-	583.00	-	583.00	
Postage	-	-	-	-	-	-	-	-	-	
Subscriptions	-	-	-	-	-	-	-	-	-	
Audit and Legal	1,020.00	-	1,020.00	-	-	-	1,020.00	-	1,020.00	
Insurance	233.00	-	233.00	-	-	-	233.00	-	233.00	
Board Expenses	-	-	-	-	-	-	-	-	-	
9. Software	-	-	-	-	-	-	-	-	-	
10. Marketing/Communications	397.00	-	397.00	-	-	-	397.00	-	397.00	
11. Staff Education and Training	-	-	-	-	-	-	-	-	-	
12. Subcontract Agreements	138,853.00	-	138,853.00	-	-	-	138,853.00	-	138,853.00	
13. Other (specify details mandatory)	-	-	-	-	-	-	-	-	-	
Membership	175.00	-	175.00	-	-	-	175.00	-	175.00	
TOTAL	178,318.00	0	178,318.00	0	0	0	178,318.00	0	178,318.00	

Indirect At A Percent of Direct

0%

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials

LS

Date 1/11/2022



New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

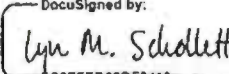
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

1/11/2022

Date

DocuSigned by:

 Name: LYN M. Schollett
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

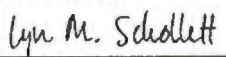
The undersigned certifies, to the best of his or her knowledge and belief, that:


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

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

Vendor Name:

1/11/2022
Date

DocuSigned by:

 Name: Lynn M. Schollett
 Title: Executive Director

Vendor Initials 
 Date 1/11/2022

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

1/11/2022

Date

DocuSigned by:
Lyn M. Schollett
Name: LYN M. Schollett
Title: Executive Director

Contractor Initials LS
Date 1/11/2022

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS
LS

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

1/11/2022

Date

DocuSigned by:

Lyn M. Schollett

Name: Lyn M. Schollett

Title: Executive Director

Exhibit G

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

Contractor Initials

DS
LS



New Hampshire Department of Health and Human Services
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 Name:

1/11/2022

Date

DocuSigned by:
Lyn M. Schollett
Name: Lyn M. Schollett
Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT**

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

Contractor Initials LS
Date 1/11/2022

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name:

1/11/2022

Date

DocuSigned by:

Lyn M. Schollett

Name: Lyn M. Schollett

Title: Executive Director

Contractor Initials

DS
LS

Date 1/11/2022

New Hampshire Department of Health and Human Services
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: 602021487
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, subgrants, 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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

LS

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov