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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL



January 27, 2022

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter into a subgrant with the New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV), Concord NH, (Vendor #15551- B001), in an amount not to exceed \$20,000, from the Federal Victim of Crime Act Grant (VOCA) for the purpose of funding victim statewide data collection efforts upon approval of the Governor and Executive Council through March 31, 2023. 100% Federal Funds.

Funding for this request is available as follows:

| | |
|----------------------------|----------------|
| 02-20-20-201510-5021 | <u>FY 2022</u> |
| Victim of Crime Act Grant | |
| 072-500575, Grants Federal | \$20,000 |

EXPLANATION

VOCA was enacted by Congress in 1984 and it established the Crime Victims Fund. Fines paid by offenders of federal crimes are deposited into this Fund. Money from the Fund is then distributed to states for the benefit of victims of crime. DOJ is the receiving agency for VOCA funds in New Hampshire.

DOJ subgrants these funds to agencies providing direct services to victims of crime. VOCA requires that priority funding go to agencies providing services in the fields of sexual

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assault, domestic violence, traditionally underserved populations, and crimes against children. For many years, DOJ has directed VOCA funds to certain core service providers.

Each VOCA subgrantee must report quarterly Performance Measurement Data (PMD). This data includes non-identifiable victim demographic information including types and numbers of services provided. This VOCA subgrant to NHCADSV will fund a part-time Data Projects Coordinator position to collect and track victim service grant performance data for the NHCADSV and its 12 affiliated Crisis Centers.

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

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John M. Formella". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

John M. Formella
Attorney General

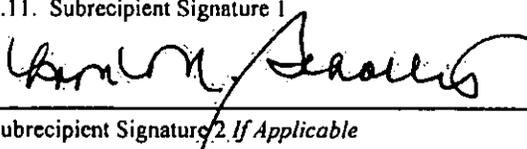
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GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

| | | | |
|---|---|---|--|
| 1.1. State Agency Name New Hampshire Department of Justice | | 1.2. State Agency Address 33 Capitol Street, Concord, NH 03301 | |
| 1.3. Subrecipient Name New Hampshire Coalition Against Domestic and Sexual Violence | | 1.4. Subrecipient Address PO Box 353, Concord, NH 03301 | |
| 1.5 Subrecipient Phone # 603-224-8893 | 1.6. Account Number 5021-072-500575 | 1.7. Completion Date 03/31/2023 | 1.8. Grant Limitation \$ 20,000 |
| 1.9. Grant Officer for State Agency Kathleen B. Carr | | 1.10. State Agency Telephone Number 603-271-1234 | |
| "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." | | | |
| 1.11. Subrecipient Signature 1  | | 1.12. Name & Title of Subrecipient Signor 1 LYN N. SCHOLLETT, EXECUTIVE DIRECTOR | |
| Subrecipient Signature 2 If Applicable | | Name & Title of Subrecipient Signor 2 If Applicable | |
| 1.13. Acknowledgment: State of New Hampshire, County of _____ on _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1. Signature of Notary Public or Justice of the Peace (Seal) | | | |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace | | | |
| 1.14. State Agency Signature(s) <i>Kathleen Carr</i> | | 1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Takmina Rakhmatova</i> Assistant Attorney General, On: 11/21/2021 | | | |
| 1.17. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____ | | | |

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions:
6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE:** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS:** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION:** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND:**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH:** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE:** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT:** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **ENTIRE AGREEMENT:** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS:** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

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

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$20,000 of the total Grant Limitation from Governor and Council approval or 1/1/22, whichever is later, to 12/31/23, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - i. With sufficient reason, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
 - ii. Neither Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval or prior to 1/1/22, or after 12/31/22, or 3/31/23 if an extension is requested and granted.

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions included herein, which is subject to annual review.

EXHIBIT C

Special Provisions to the State of New Hampshire Grant Agreement

SPECIAL CONDITIONS

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from

EXHIBIT C

OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 subaward.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Financial Guide

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

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

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control

EXHIBIT C

and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

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

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

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

7. All subawards ("subgrants") must have specific federal authorization

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

EXHIBIT C

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

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

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

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

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

10. Requirement for data on performance and effectiveness under the award

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

EXHIBIT C

of 2010, and other applicable laws.

11. OJP Training Guiding Principles

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipient, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

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

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

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

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time) specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal

EXHIBIT C

Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

15. Restrictions on "lobbying"

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

Another federal law generally prohibits funds awarded by OJP from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian tribes and tribal organizations.

Should any questions arise to whether a particular use of funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

16. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

Any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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17. Reporting potential fraud, waste and abuse and similar misconduct.

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this award, the subrecipient—
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

EXHIBIT C

- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
 - b. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that— it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - c. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
19. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

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

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or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

20. Encouragement of policies to ban text messaging while driving

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

21. The subrecipient (subgrantees) at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

22. VOCA Requirements

Subrecipients assure they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the subrecipient certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

EXHIBIT C

23. The subrecipient agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
24. Employment eligibility verification for hiring under the award
1. The recipient (and any subrecipient at any tier) must—
 - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the any subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--
 1. this award requirement for verification of employment eligibility, and
 2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.
 2. Monitoring
The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
 3. Allowable costs
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

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4. Rules of construction

A. Staff involved in hiring process

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

B. Employment eligibility confirmation with E-verify

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

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

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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

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

1. No discrimination, in procurement transactions, against associates of the federal government
Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subrecipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2. Monitoring
The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
 - A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project,

EXHIBIT C

or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

26. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of any subrecipient. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27. Determination of suitability to interact with participating minors

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

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

EXHIBIT C

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

28. Discrimination Findings

The subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (*enter the federal grant # here*) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

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

32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.

33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is

EXHIBIT C

reasonable to do so.

34. The Subrecipient understands that VOCA non-allowable personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit, whichever is sooner.
38. Subrecipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.
39. The Subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the NHDOJ's, or another

EXHIBIT C

publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

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

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

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

41. Certification Regarding EEOP Required:

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

42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.

EXHIBIT C

I have read and understand all 42 special provisions contained in this document:

Lyn M. Schollett

Name and Title of Authorized Representative

Bonny J. Senning

11.11.2021

Signature

Date

Name and Address of Agency

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

EXHIBIT D

EEOP Reporting

I, Lyn M. Schollett [responsible official], certify that

NH [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_ccop.htm on Nov. 3, 2021 [Date]

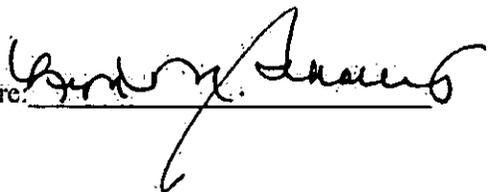
And that Jo Smith [responsible official] has completed the EEOP

training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

March 22, 2021 [date]

I further certify that:

[recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: 

Date: 11.11.2021

EXHIBIT E

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3)

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

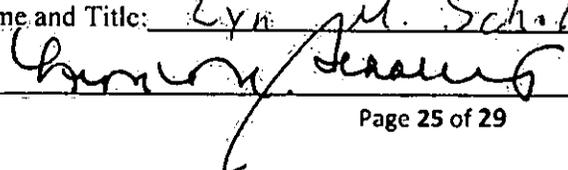
Supplanting and job retention

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

The NH Coalition Against Domestic and Sexual Violence (Applicant) certifies that any funds awarded through grant number 2022 Admin 03 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The NH Coalition Against Domestic & Sexual Violence (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Lyn M. Scholte H

Signature: 

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Subrecipient Initials LMS
Date 11.11.2021

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

EXHIBIT F

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

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

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

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

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

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

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

3. FEDERAL TAXES

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

EXHIBIT F

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

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Applicant's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

State of New Hampshire

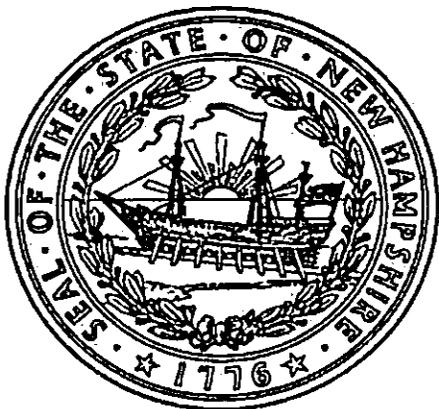
Department of State

CERTIFICATE

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

Business ID: 63838

Certificate Number: 0005338757



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Amy Vorenberg, 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 September 28, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

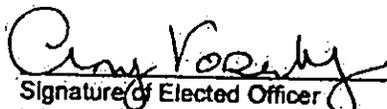
VOTED: That Lyn M. Schollett, Executive Director
(Name and Title of Contract Signatory)

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: November 3, 2021



Signature of Elected Officer

Name: Amy Vorenberg

Title: Chairperson, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2021

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 INSURER B: Liberty Mutual Agency Corporation INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED NH Coalition Against Domestic and Sexual Violence, DBA: NHCADSV PO Box 353 Concord NH 03302 | |

COVERAGES

CERTIFICATE NUMBER: 2021

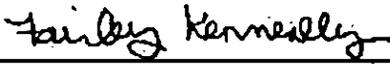
REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|--------------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | MAC 5464236 20 | 05/15/2021 | 05/15/2022 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COM/PROP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | MAC 5464236 20 | 05/15/2021 | 05/15/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 100,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | UMB8234007-13 | 05/15/2021 | 05/15/2022 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | AGGREGATE | \$ 1,000,000 |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N Y | WC5-31S-604577-011 | 05/15/2021 | 05/15/2022 | PER STATUTE | |
| | | | | | | | OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| New Hampshire Department of Justice 33 Capitol Street Concord NH 03301 | 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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Internal Revenue Service
District Director

MAY 19 1982 MAY 23 1982
Department of the Treasury

P.O. Box 9107
Boston, MA 02203

Date: MAY 18 1983

Our Letter Dated:
November 24, 1981
Person to Contact:
Marcus E. Darr/dj
Contact Telephone Number:
223-4241

New Hampshire Coalition Against
Family Violence
P.O. Box 353
Concord, NH 03301

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section *. Your exempt status under section 501(c)(3) of the code is still in effect. *170(b)(1)(A)(vi) and 509(a)(1).

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

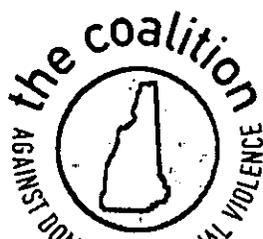
If you have any questions, please contact the person whose name and telephone number are shown above.

For tax years ending on and after December 31, 1982, organizations whose gross receipts are not normally more than \$25,000 are excused from filing Form 990. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990.

Sincerely yours,


District Director

over
→



Chairperson

Amy Vorenberg

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Vice Chair

Suzanne Carmichael

Mentor Program Coordinator, John Stark Regional High School
845 Clement Hill Road
Contoocook, NH 03229
603-568-2062
suzanne.carmichael@sau24.org

Treasurer

Susan Nooney

Accountant, Susan Nooney CPA
[Redacted]
[Redacted]
[Redacted]
susan@susannooneycpa.com

Clerk

Tina Smith

Nurse, Concord Pediatrics
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Ally Goddard
Managing Director, Parents & Grandparents Fund, Dartmouth College

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Brian Harlow

Community Activist

[Redacted]
[Redacted]
[Redacted]
[Redacted]

David Bellman

President, Bellman Jewelers
1650 Elm Street
Manchester, NH 03101
603- 625-4653 (w)
[Redacted]
david@bellmans.com

Deb Mozen

Executive Director, Turning Points Network
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[Redacted]
603-543-0155 (w)
[Redacted]
deborah@turningpointsnetwork.org

Hilary Holmes Rheame

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

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[Redacted]
[Redacted]
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Kathy Beebe

Executive Director, HAVEN
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Portsmouth, NH 03801
603-591-4677
kbeebe@havennh.org

Julia Williams

Director, Mass General Brigham
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Lindsay Nadeau

Attorney, Orr & Reno
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[Redacted]
603-223-9194 (w)
[Redacted]
lNadeau@orr-reno.com

Michael Hauptly-Pierce

Community Activist
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Kathleen M. McDonald

- Data Projects Coordinator** **2020-present**
NH Coalition Against Domestic & Sexual Violence, Concord, NH
- Coordinate data collection from the Coalition's 12 member programs and generate required reports to the federal and state programs that fund the Coalition's work with survivors of domestic and sexual violence
 - Coordinate Coalition-wide implementation of a new data management system enabling member programs to collect and report data more efficiently and to use their data to better assist survivors
 - Support the Coalition's Programs and Public Affairs teams with data and statistics on the incidence of domestic and sexual violence in New Hampshire and its impact on individuals, families, and communities
- Workshop Designer and Facilitator — Contract** **2016-2020**
Operation Horse Power (OHP) at Touchstone Farm, Temple, NH
- Social Media Manager** **2015-2020**
Quilted Threads, Henniker, NH
- Communications Manager — Contract** **2012-2016**
Touchstone Farm, Temple, NH
- Created and implemented a multi-channel communication strategy for equine-based educational nonprofit
 - Set up templates and processes for efficient production of timely communications, from event registration materials to grant applications and reports
 - Wrote daily content for two social media accounts, as well blog, website, and other outbound communications; edited communications for other staff
 - Wrote and managed competitive grant applications
- Director of Content Development** **2007-2012**
American Society for the Prevention of Cruelty to Animals (ASPCA), New York, NY
- Created and then managed ASPCApro.org, an educational website for animal-welfare professionals
 - Created web content, including how-to articles, interactive pieces, and downloadable job aids
 - Managed production and publishing schedules for ASPCApro.org, coordinating website content with social media, webinars, eLearning courses, and other ASPCA websites
 - Planned and coordinated website design upgrades and platform migrations
- Technical Writer — Contract** **2006-2007**
TAC, Inc. (now Schneider Electric), North Andover, MA
- Updated print and online document sets for building control software products
- Technical Writer — Contract** **2004-2006**
Imagine Humane, New York, NY
- Wrote how-to articles and created related forms and samples for best practices in animal sheltering
 - After Hurricane Katrina, helped ASPCA manage lost and found pet databases created by other agencies
- Technical Writer and Instructional Designer — Contract** **2002-2004**
iDesign & Delivery, Norfolk, MA
- Designed and developed HTML help system and interface spec for a laboratory data management system
 - Participated in user interface development, including recommendations for user interface text

Technical Writer and Instructional Designer — Contract **1998-2001**

Autodesk, Inc., Manchester, NH

- Designed and developed customer courseware and online tutorials for Autodesk engineering product suite
- Created information design strategy, writing guidelines, sample files, and style guide for the 1600+ page HTML help system for Autodesk's flagship architectural software

Instructional Designer — Contract **2000**

Yantra Corporation, Acton, MA

- Developed classroom training materials, including PowerPoint presentations and student guides, for warehouse data management software

Technical Writer — Contract **1997-1998**

Codman Group, Andover, MA

- Developed documentation for data analytic software for the healthcare industry

Technical Writer and Instructional Designer — Contract **1988-1997**

Bayer Diagnostics Corporation (now Siemens, and formerly Chiron Diagnostics and Ciba Corning Diagnostics), Norwood, MA

- Developed online help and user interface text, operator's manuals, user's guides, quick reference cards, and interface specifications for medical diagnostic devices and data management systems
- Designed and developed an online customer training guide; designed and led train-the-trainer session for technical service representatives
- Managed concurrent writing projects, working with engineers and other product SMEs, marketing, field service, technical illustrators, other writers, and localization vendors

Other Work Experience

Adjunct Faculty, Bradford College, Bradford, MA

Programmer and Production Manager, Main Street Marketing, Scituate Harbor, MA

Proposal Specialist, Computervision Corporation, Bedford, MA

AWARDS

Society for Technical Communication (STC)

Distinguished Technical Communication Award and Nomination for Best of Show, 1996

Award of Achievement, 1991 and 1996

Award of Merit, 1991

EDUCATION

Smith College, Northampton, MA

Bachelor of Arts, English Literature

- magna cum laude
- Phi Beta Kappa

New Hampshire Coalition Against Domestic and Sexual Violence
Job Description: Data Projects Coordinator

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.

The above 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: 1) influence public policy on the local, state and national levels; 2) ensure that quality services are provide to victims; 3) promote the accountability of societal systems and communities for their responses to sexual violence, domestic violence and stalking; 4) prevent violence and abuse before they occur.

Job Objective and Summary: Coordinate statewide leadership, advocacy, training, technical assistance and reporting aspects of the victim services, and education and outreach data collection systems. The goals of those systems are to ensure and improve secure data collection infrastructures, ensure and improve functionality and compliance of to various funder requirements, and invest in domestic and sexual violence program advocates' capacity to produce and report quality data.

These primary job functions will be performed as a telework position. The Coalition's office is in Concord, NH. The Data Projects Coordinator will be required to attend biweekly staff meetings at the offices, as well as other scheduled meetings as necessary. The employee must have access to reliable transportation. Occasional travel will be required throughout New Hampshire.

Essential Functions:

- Provide technical assistance and support to member programs, staff and collaborating agencies as requested, around data elements, database functionality, trauma informed data collection, confidentiality, reporting requirements, etc.
- Respond to training requests by member programs
- Assist with the management of data systems services and vendor contracts
- Collaborate with funding agencies to develop strategies to improve data quality
- Participate in agency workgroups as identified
- Develop documents to guide data quality efforts

- Administrative Duties
 - Oversee internal data collection for grant reporting
 - Assist with grant proposals as needed
 - Contribute an anti-oppression, meaningful access, and trauma-informed data collection lens to internal policy updates for agency documents, such as Coalition Program Standards, and data definitions

Minimum Requirements: Working knowledge of database structures. Project management experience related to database creation and implementation.

Qualifications:

- Proficient in Microsoft Office.
- Competent with electronic communication such as email and online meeting management
- Must be flexible, pleasant, and able to interact well and positively with people of diverse

backgrounds.

- Detail oriented.
- Excellent organization skills, including the ability to follow through on projects
- Ability to take direction, work independently and as part of a team, and be self-motivated.
- An understanding of domestic and sexual violence issues, and multi-disciplinary approaches preferred.

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

- Must be physically and mentally capable of performing multiple tasks (such as phone calls, computer work, attending meetings) under stressful situations and able to consistently function well in a fast paced environment.
- Must be capable of using a visual display terminal with keyboard, repetitively use his/her wrist, elbow and shoulder.
- Must be able to talk and hear.
- Must complete a NHCADSV member program advocate training during employment, or have previous advocacy training.
- Limited in-state travel required

Disclaimer

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

The NH Coalition is an Equal Opportunity Employer and is committed to hiring and employing diverse staff. We strongly encourage people of diverse racial, gender, and ethnic identities and abilities to apply.

For Human Resources Only

| | |
|------------------------------|----------------------------|
| Job Category | Coordinator |
| Exempt/Nonexempt | Non Exempt |
| This is a part time position | 20 hours per week |
| Supervisor | Administrative Director |
| Department(s) | Administration and Finance |
| Last Revised | December 2019 |

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

AUDITED FINANCIAL STATEMENTS

June 30, 2021 and 2020

SINGLE AUDIT REPORTS

June 30, 2021

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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

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization), which comprise the statement of financial position as of June 30, 2021 and the related statement of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Coalition Against Domestic and Sexual Violence as of June 30, 2021 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the New Hampshire Coalition Against Domestic and Sexual Violence's 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 23, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 22, 2021, on our consideration of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and compliance.

DRAFT

Rowley & Associates, P.C.

Concord, New Hampshire

September 22, 2021

New Hampshire Coalition Against Domestic and Sexual Violence
 Statements of Financial Position
 June 30, 2021 and June 30, 2020
 See Independent Auditors' Report

| ASSETS | <u>2021</u> | <u>2020</u> |
|--|---------------------|---------------------|
| <u>CURRENT ASSETS</u> | | |
| Cash and Cash Equivalents | \$ 184,123 | \$ 48,920 |
| Restricted Cash and Cash Equivalents | 133,856 | 89,537 |
| Certificates of Deposit, Short-Term | 226,062 | 145,968 |
| Grants Receivable | 2,088,047 | 1,968,260 |
| Prepaid Expenses | 23,904 | 22,979 |
| Total Current Assets | <u>2,655,992</u> | <u>2,275,664</u> |
| <u>PROPERTY AND EQUIPMENT</u> | | |
| Equipment | 14,654 | 14,654 |
| Leasehold Improvements | 61,072 | 37,719 |
| | <u>75,726</u> | <u>52,373</u> |
| Less Accumulated Depreciation | (24,170) | (15,887) |
| Total Property and Equipment, Net | <u>51,556</u> | <u>36,486</u> |
| <u>OTHER ASSETS</u> | | |
| Long-term Investments | 454,367 | 347,689 |
| Certificates of Deposit, Long-Term | 68,057 | 207,016 |
| Security Deposit | 6,213 | 6,213 |
| Total Other Assets | <u>528,637</u> | <u>560,918</u> |
| Total Assets | <u>\$ 3,236,185</u> | <u>\$ 2,873,068</u> |
| LIABILITIES AND NET ASSETS | | |
| <u>CURRENT LIABILITIES</u> | | |
| Grants and Accounts Payable | \$ 1,692,068 | \$ 1,520,941 |
| Accrued Expenses | 72,402 | 79,223 |
| Total Current Liabilities | <u>1,764,470</u> | <u>1,600,164</u> |
| <u>OTHER LIABILITIES</u> | | |
| SBA Paycheck Protection Program Loan | <u>-</u> | <u>175,000</u> |
| <u>NET ASSETS</u> | | |
| Without Donor Restrictions | 1,337,859 | 1,008,367 |
| With Donor Restrictions | 133,856 | 89,537 |
| Total Net Assets | <u>1,471,715</u> | <u>1,097,904</u> |
| Total Liabilities and Net Assets | <u>\$ 3,236,185</u> | <u>\$ 2,873,068</u> |

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Activities and Changes in Net Assets
Year Ended June 30, 2021, With Comparative Totals for Year Ended June 30, 2020
See Independent Auditors' Report

| | Net Assets Without Donor Restrictions | Net Assets With Donor Restrictions | 2021 | 2020 |
|--|---|--|---------------------|---------------------|
| <u>SUPPORT AND REVENUE</u> | | | | |
| Grant Revenue | \$ 10,134,624 | \$ 125,000 | \$ 10,259,624 | \$ 9,457,727 |
| Contributions | 147,285 | - | 147,285 | 281,953 |
| Donated Services | 1,496 | - | 1,496 | 66,758 |
| Interest Income | 6,910 | - | 6,910 | 6,156 |
| Miscellaneous Income | 21,640 | - | 21,640 | 45,055 |
| Total Contributions and Support | <u>10,311,955</u> | <u>125,000</u> | <u>10,436,955</u> | <u>9,857,649</u> |
| Investment Dividends | 10,397 | - | 10,397 | 7,763 |
| Unrealized and Realized Gain on Investments | 78,134 | - | 78,134 | 10,603 |
| Investment Fees | (1,911) | - | (1,911) | (1,272) |
| Net Investment Gains and Earnings | <u>86,620</u> | <u>-</u> | <u>86,620</u> | <u>17,094</u> |
| Total Support and Revenue | <u>10,398,575</u> | <u>125,000</u> | <u>10,523,575</u> | <u>9,874,743</u> |
| Net Assets Released from Donor Imposed Restrictions | <u>80,681</u> | <u>(80,681)</u> | <u>-</u> | <u>-</u> |
| <u>EXPENSES</u> | | | | |
| Program Services | 10,037,272 | - | 10,037,272 | 9,650,552 |
| Management and General | 93,744 | - | 93,744 | 114,833 |
| Fundraising | 18,748 | - | 18,748 | 20,982 |
| Total Expenses | <u>10,149,764</u> | <u>-</u> | <u>10,149,764</u> | <u>9,786,367</u> |
| INCREASE IN NET ASSETS | 329,492 | 44,319 | 373,811 | 88,376 |
| NET ASSETS AT BEGINNING OF YEAR | <u>1,008,367</u> | <u>89,537</u> | <u>1,097,904</u> | <u>1,009,528</u> |
| NET ASSETS AT END OF YEAR | <u>\$ 1,337,859</u> | <u>\$ 133,856</u> | <u>\$ 1,471,715</u> | <u>\$ 1,097,904</u> |

Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
Statement of Functional Expenses
Year Ended June 30, 2021
With Comparative Totals for Year Ended June 30, 2020
See Independent Auditors' Report

| | <u>Program Services</u> | <u>Management & General</u> | <u>Fundraising</u> | <u>Total 2021</u> | <u>Total 2020</u> |
|---------------------------------|-----------------------------|-------------------------------------|--------------------|-----------------------|-----------------------|
| Salaries | \$ 1,116,694 | \$ 59,399 | \$ 11,880 | \$ 1,187,973 | \$ 1,147,959 |
| Payroll taxes | 89,371 | 4,754 | 951 | 95,076 | 93,379 |
| Health and Dental Insurance | 120,054 | 6,386 | 1,277 | 127,717 | 102,596 |
| Other Employee Benefits | 33,627 | 1,789 | 358 | 35,774 | 40,773 |
| Professional Services | 100,557 | 5,349 | 1,070 | 106,976 | 141,765 |
| Contract/Grant Services | 7,616,005 | - | - | 7,616,005 | 6,906,436 |
| Survivor Grants | 127,032 | - | - | 127,032 | 562,698 |
| Rental Assistance | 182,398 | - | - | 182,398 | 150,967 |
| Memberships | 5,635 | 300 | 60 | 5,995 | 5,540 |
| Publications | 1,671 | 89 | 18 | 1,778 | 1,422 |
| Advertising/Public Awareness | 2,956 | 157 | 31 | 3,144 | 5,995 |
| Copying | 3,419 | 182 | 36 | 3,637 | 3,960 |
| Office Supplies | 46,662 | 2,482 | 496 | 49,640 | 38,804 |
| Postage | 3,362 | 179 | 36 | 3,577 | 4,643 |
| Printing | 3,619 | 193 | 39 | 3,851 | 2,074 |
| Equipment & Moving | 1,013 | 54 | 11 | 1,078 | 1,185 |
| Maintenance & Repair | 40,901 | 2,176 | 435 | 43,512 | 50,658 |
| Rent Expense | 83,230 | 4,427 | 885 | 88,542 | 85,400 |
| Parking | 7,332 | 390 | 78 | 7,800 | 8,370 |
| Insurance | 9,020 | 480 | 96 | 9,596 | 6,530 |
| Staff Development | 12,894 | 686 | 137 | 13,717 | 14,083 |
| Travel | 1,412 | 75 | 15 | 1,502 | 44,792 |
| Telephone | 51,167 | 2,722 | 544 | 54,433 | 37,458 |
| Technology | 159,137 | - | - | 159,137 | 88,147 |
| Miscellaneous Expense | 4,053 | 214 | 43 | 4,310 | - |
| AVAP Miscellaneous Expense | - | - | - | - | 39,117 |
| AVAP Member Training/Education | 604 | - | - | 604 | 2,102 |
| Direct Training | 46,029 | - | - | 46,029 | 44,919 |
| Community Education | 143,718 | - | - | 143,718 | 136,462 |
| Depreciation Expense | 7,785 | 414 | 83 | 8,282 | 6,393 |
| Accounting Fees | 15,915 | 847 | 169 | 16,931 | 13,151 |
| Federal Taxes Expense (Benefit) | - | - | - | - | (1,411) |
| Total Expenses | \$ 10,037,272 | \$ 93,744 | \$ 18,748 | \$ 10,149,764 | \$ 9,786,367 |

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Cash Flows
Years Ended June 30, 2021 and 2020
See Independent Auditors' Report

| | <u>2021</u> | <u>2020</u> |
|--|-------------------|-------------------|
| <u>CASH FLOWS FROM OPERATING ACTIVITIES</u> | | |
| Increase in Net Assets | \$ 373,811 | \$ 88,376 |
| Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities | | |
| Depreciation | 8,282 | 6,393 |
| Net Gain on Investments | (86,620) | (17,094) |
| SBA Payroll Protection Program Loan Forgiveness | (175,000) | - |
| (Increase) Decrease in Operating Assets: | | |
| Grants Receivable | (119,787) | (86,615) |
| Prepaid Expenses | (925) | (3,063) |
| Increase (Decrease) in Operating Liabilities: | | |
| Accounts Payable | 171,127 | (66,552) |
| Accrued Expenses | (6,820) | (24,441) |
| Federal Taxes Payable | - | (1,428) |
| NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES | <u>164,068</u> | <u>(104,424)</u> |
| <u>CASH FLOWS FROM INVESTING ACTIVITIES</u> | | |
| Acquisition of Property and Equipment | (23,353) | (10,000) |
| Net (Purchase) Maturity of Certificates of Deposit | 58,865 | (43,122) |
| Proceeds on Sales of Investments | - | 82,264 |
| Purchases of Investments | (20,058) | (412,859) |
| NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES | <u>15,454</u> | <u>(383,717)</u> |
| <u>CASH FLOWS FROM FINANCING ACTIVITIES</u> | | |
| Net Proceeds from SBA Payroll Protection Program Loan | - | 175,000 |
| NET CASH PROVIDED BY FINANCING ACTIVITIES | <u>-</u> | <u>175,000</u> |
| NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS | 179,522 | (313,141) |
| CASH AND CASH EQUIVALENTS, AT BEGINNING OF YEAR | <u>138,457</u> | <u>451,598</u> |
| CASH AND CASH EQUIVALENTS, AT END OF YEAR | <u>\$ 317,979</u> | <u>\$ 138,457</u> |
| <u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</u> | | |
| Donated Services | <u>\$ 1,496</u> | <u>\$ 66,758</u> |

Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2021 and 2020

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. Twelve of the Coalition's member agencies are autonomous, private, non-profit organizations with their own mission, structure, and board of directors; one is a university-based program. The Coalition receives 96% of its funding from federal and state agencies and less than 1% 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, 2021 and 2020

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, 2021 and 2020

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, 2021 and 2020

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

Contributed Services

During the Years Ended June 30, 2021 and 2020, the value of contributed services relating to printing, community education, direct training and professional fees were \$1,496 and \$83,144, respectively.

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, 2021 and 2020 in the amounts of \$58,904 and \$70,244, 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, 2021 and 2020 was \$8,282 and \$6,393, respectively.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2021 and 2020

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>2021</u> | <u>2020</u> |
|--------------------------------------|------------------|------------------|
| Cash and Cash Equivalents | \$184,123 | \$ 48,920 |
| Restricted Cash and Cash Equivalents | <u>133,856</u> | <u>89,537</u> |
| Total | <u>\$317,979</u> | <u>\$138,457</u> |

Certificates of Deposit

Certificates of deposit are reported on the accompanying statement of financial position. The certificates bear interest ranging from 1.50% to 3.50% as of June 30, 2021. Maturities range from six months to four 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 \$16,022 and \$3,450 at June 30, 2021 and 2020, respectively.

Concentration of Credit Risk

The Coalition maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Coalition may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Coalition. At June 30, 2021 and 2020 the Coalition had uninsured cash balances of \$92,848 and \$85,316, respectively.

Advertising Costs

The Coalition follows the policy of charging the production costs of advertising to expense as incurred. Advertising expense at June 30, 2021 and 2020 was \$3,144 and \$5,995 respectively.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2021 and 2020

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, 2020, 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, 2021 and 2020, 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 September 22, 2021, 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 Pronouncements

In the year ended June 30, 2021 the Coalition adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2018-08, Not-for-Profit Entities (Topic 958)—Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made. The FASB issued this ASU to clarify and improve the scope and the accounting guidance for contributions received and contributions made. The amendments in this ASU should assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of Topic 958, Not-for-Profit Entities, or as exchange (reciprocal) transactions subject to other guidance and (2) determining whether a contribution is conditional. Analysis of the provision of these standards resulted in no significant changes in the way the Coalition recognizes revenue and, therefore, no changes to the previously issued audited financial statements (presented in these financial statements as comparative financial information) were required on a retrospective basis. The adoption of this ASU did not have a significant impact on the financial statements.

In the year ended June 30, 2021 the Coalition adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2014-09, Revenue Recognition (Topic 606)—Revenue from Contracts with Customers. This ASU introduces a new five-step revenue recognition model in which an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Analysis of the provision of these standards resulted in no significant changes in the way the Coalition recognizes revenue and, therefore, no changes to the previously issued audited financial statements (presented in these financial statements as comparative financial information) were required on a retrospective basis. The adoption of this ASU did not have a significant impact on the financial statements.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2021 and 2020

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

Recent Accounting Pronouncements

In February, 2016, the FASB issued ASU 2016-02, Leases (Topic 842). 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 ASU will require both types of leases to be recognized on the statement of financial position. This standard is effective for annual reporting periods beginning after December 15, 2021.

NOTE B – NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of funds received by the Coalition, restricted as to use or time. The restrictions are considered to expire when payments are made. As of June 30, 2021 and 2020 respectively, the net assets with donor restrictions are available for the following purpose:

| | <u>2021</u> | <u>2020</u> |
|---------------------------------|-------------------|------------------|
| Housing Assistance to Survivors | \$ - | \$ 24,615 |
| Operations Support | 20,000 | - |
| Coalition Services | 20,000 | - |
| Direct Support to Survivors | - | 19,200 |
| Technology Improvement | 29,751 | 5,117 |
| Human Trafficking Services | 40,574 | 20,574 |
| Economic Support to Survivors | <u>23,531</u> | <u>20,031</u> |
| Total | <u>\$ 133,856</u> | <u>\$ 89,537</u> |

Net assets in the amount of \$80,681 and \$674,468 were released from donor restrictions by incurring expenses satisfying the restricted purpose during the years ended June 30, 2021 and 2020, respectively.

NOTE C – DESCRIPTION OF LEASING ARRANGEMENTS

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

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

| | |
|------------|-------------------|
| 2022 | \$ 99,611 |
| 2023 | 103,011 |
| 2024 | 106,546 |
| 2025 | 110,223 |
| 2026 | 114,635 |
| Thereafter | <u>99,138</u> |
| Total | <u>\$ 633,164</u> |

Rent expense related to the lease was \$88,542 and \$85,400 for the years ended June 30, 2021 and 2020 respectively. Rent paid for parking spaces totaled \$7,800 during the years ended June 30, 2021 and 2020, respectively, and are included in parking expense on the statement of functional expenses.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2021 and 2020

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, 2021 and 2020 totaled \$23,089 and \$25,850, 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> | Quoted Prices In Active Markets For Identical Assets (Level 1) |
|-------------------------|-------------------|---|
| <u>2021</u> | | |
| Investments | \$ 454,367 | \$ 454,367 |
| Certificates of Deposit | <u>294,119</u> | <u>294,119</u> |
| | <u>\$ 748,486</u> | <u>\$ 748,486</u> |
| <u>2020</u> | | |
| Investments | \$ 347,689 | \$ 347,689 |
| Certificates of Deposit | <u>352,984</u> | <u>352,984</u> |
| | <u>\$ 700,673</u> | <u>\$ 700,673</u> |

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

NOTE F – 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>2021</u> | <u>2020</u> |
|-------------------|-------------------|-------------------|
| Fund for Grace | \$ 56,918 | \$ 62,762 |
| Operating Reserve | <u>148,665</u> | <u>148,665</u> |
| | <u>\$ 205,583</u> | <u>\$ 211,427</u> |

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>2021</u> | <u>2020</u> |
|-------------------------------------|-------------------|-------------------|
| Cash and Cash Equivalents | \$ 317,979 | \$ 138,457 |
| Certificates of deposit, short-term | 226,062 | 145,968 |
| Grants Receivable, net of | | |
| Grants Payable | 395,979 | 447,319 |
| Less Amounts: | | |
| With Donor Imposed Restriction | <u>(133,856)</u> | <u>(89,537)</u> |
| | <u>\$ 806,164</u> | <u>\$ 642,207</u> |

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2021 and 2020

NOTE H – INVESTMENTS

Investments are presented in the financial statements at fair-market value. Investments at June 30, 2021 and 2020 are composed of the following:

| | 2021 | | 2020 | |
|-----------------------|-------------------|-------------------|-------------------|-------------------|
| | <u>Cost</u> | <u>Market</u> | <u>Cost</u> | <u>Market</u> |
| Equity Mutual Funds | \$ 84,225 | \$ 112,698 | \$ 70,241 | \$ 72,830 |
| Mutual Funds | 135,363 | 134,725 | 121,377 | 123,897 |
| Money Market | 22,559 | 22,559 | 24,488 | 24,488 |
| Exchange traded funds | 125,635 | 184,385 | 121,479 | 126,474 |
| Total | <u>\$ 367,782</u> | <u>\$ 454,367</u> | <u>\$ 337,585</u> | <u>\$ 347,689</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.

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.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2021 and 2020

NOTE H – INVESTMENTS, (continued)

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 – 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, 2022 and automatically renews annually. Interest is stated at the Wall Street Journal prime rate plus .5%, which resulted in interest rates of 3.75% and 4.75% as of June 30, 2021 and 2020, respectively. The line of credit is secured by all business assets. There were no borrowings against the line as of June 30, 2021 and 2020.

NOTE J – SBA PAYROLL PROTECTION PROGRAM LOAN

On April 23, 2020 the Coalition received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of \$175,000. This loan called for interest fixed at 1%. No payments were required for six months from the date of the loan. This note was to mature two years from the date of first disbursement of the loan.

The loan was be forgiven in full under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136) on February 26, 2021. The revenue is included in grant revenue in the statement of activities and changes in net assets for the year ended June 30, 2021.

NOTE K – 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.

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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, 2021, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 22, 2021.

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 may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether New Hampshire Coalition Against Domestic and Sexual Violence's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the 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.

DRAFT

Rowley & Associates, P.C.
Concord, New Hampshire
September 22, 2021

ROWLEY & 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

We have audited New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs for the year ended June 30, 2021. New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, New Hampshire Coalition Against Domestic and Sexual Violence complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control over Compliance

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

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

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

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

DRAFT

Rowley & Associates, P.C.
Concord, New Hampshire
September 22, 2021

**New Hampshire Coalition Against Domestic and Sexual Violence
Schedule of Findings and Question Costs
Year Ended June 30, 2021**

SECTION I – SUMMARY OF AUDITOR’S RESULTS

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

| | |
|--|--------|
| Victims of Crime Act | 16.575 |
| Family Violence Prevention Service Act | 93.671 |

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, 2021

| Program Title | Federal CFDA/ Assistance Listing Number | Pass-Through Entity Identifying Number | Passed Through to Subrecipients | Federal Expenditures |
|---|--|---|---------------------------------------|-------------------------|
| <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 | \$ 207,105 | \$ 218,398 |
| <u>U.S. Department of Justice:</u> | | | | |
| Direct Program - Violence Against Women Act of 2000 | 16.556 | | - | 257,014 |
| Pass-Through Programs from State of NH Department of Justice: | | | | |
| VAWA, SASP | 16.017 | 2020SASP01 | 364,216 | 364,216 |
| OVC Human Trafficking | 16.320 | | - | 77,476 |
| VOCA, Technology Improvement | 16.575 | | - | 67,234 |
| VOCA, Data Projects Coordinator | 16.575 | | - | 20,314 |
| VOCA, SA | 16.575 | 2018VOC49 | 6,163 | 175,099 |
| VOCA, CA | 16.575 | 2018VOC47 | - | 14,775 |
| VOCA, DV | 16.575 | 2018VOC48 | 59,283 | 61,769 |
| VOCA, Competitive | 16.575 | 2021VOC72 | 118,891 | 131,891 |
| VOCA, PMC Subcontracts | 16.575 | 2021VOC31 | 2,912,419 | 3,362,762 |
| VOCA, Amendment | 16.575 | 2021VOC76 | 62,500 | 62,500 |
| VAWA, STOP | 16.588 | 2020VAW16 | - | 151,526 |
| Total Pass-Through Programs | | | 3,523,472 | 4,489,562 |
| TOTAL U.S. DEPARTMENT OF JUSTICE | | | 3,523,472 | 4,746,576 |
| <u>US Department of the Treasury:</u> | | | | |
| Pass-Through from Volunteer NH! Covid-19: AmeriCorps Victim Assist Program Cares Act | 21.019 | | - | 35,874 |
| <u>U.S. Department of Health and Human Services:</u> | | | | |
| Direct Program - Family Violence Prevention Services Act | 93.591 | | - | 267,818 |
| Direct Program - Family Violence Prevention Services Act - Covid-19 | 93.591 | | - | 72,564 |
| Subtotal | | | - | 340,382 |
| Pass-Through Programs from State of NH Department of HHS: | | | | |
| Sexual Violence Prevention | 93.136 | 102-500731 | 201,036 | 281,155 |
| Family Violence Prevention Services Act | 93.671 | 155510 B001 | 1,204,343 | 1,228,093 |
| Family Violence Prevention Services Act - Covid-19 | 93.671 | 155510 B001 | 118,879 | 118,879 |
| Subtotal | | | 1,323,222 | 1,346,972 |
| Total Pass-Through Programs | | | 1,524,258 | 1,628,127 |
| TOTAL U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES | | | 1,524,258 | 1,968,509 |
| <u>Corporation for National & Community Services:</u> | | | | |
| Pass-Through from Volunteer NH! AmeriCorps Victim Assist Program | 94.006 | | - | 229,003 |
| TOTAL EXPENDITURES OF FEDERAL AWARDS | | | \$ 5,254,835 | \$ 7,198,360 |

**New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2021**

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of New Hampshire Coalition Against Domestic and Sexual Violence under programs of the federal government for the year ended June 30, 2021. 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 | \$ 207,105 |
| Sexual Assault Services Program | 16.017 | 364,216 |
| Victims of Crime Act | 16.575 | 3,159,256 |
| Sexual Violence Prevention | 93.136 | 201,036 |
| Family Violence Prevention Services Act | 93.671 | <u>1,323,222</u> |
| | | <u>\$ 5,254,835</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.