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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

1 GRANITE PLACE SOUTH
CONCORD, NEW HAMPSHIRE 03301

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

December 4, 2024

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into a subgrant with the New Hampshire Coalition Against Domestic and Sexual Violence, Concord, NH (Vendor #155510-B001), in an amount not to exceed \$771,935, from the Federal Fiscal Year 2024 U.S. Department of Justice, Office on Violence Against Women, Sexual Assault Services Program Grant (SASP), for the purpose of providing services to victims of domestic and sexual violence, effective upon Governor and Executive Council approval or January 1, 2025, whichever is later, to June 30, 2026. 100% Federal Funds.

Funding is available as follows:

02-20-20-201510-5301	<u>FY 2025</u>
Sexual Assault Support Program	
072-500575, Grants Federal	\$771,935

EXPLANATION

The (SASP) formula grant, from the U.S. Department of Justice, Office on Violence Against Women, is awarded to New Hampshire on an annual basis. These are the only federal funds solely dedicated to the provision of direct intervention services and related assistance for victims of sexual assault.

These funds will be directly subgranted to the New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV). NHCADSV is an organization that is committed to ending domestic and sexual violence. In addition, they serve as a coordinating organization

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for its 12-member agency crisis centers, which in turn provide services to survivors of sexual assault, domestic violence, dating violence, human trafficking, and stalking.

NHCADSV will allocate and distribute \$756,019 of the SASP funding, as a “passthrough entity” to its member agencies that will provide services to sexual assault victims throughout the state with a formula-based method. Programmatically, the funding will be used to address the shortage of direct intervention, and related services, with a focus on sexual assault trauma, from which victims must heal. Services may include crisis counseling, advocacy, and other types of direct support services for victims of sexual assault.

The remaining \$15,916 of this funding will be utilized by NHCADSV for administrative expenses to manage their subawards, which will assist in the assurance of programmatic and fiscal compliance of all its member crisis centers.

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

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

Respectfully submitted,



John M. Formella
Attorney General

#4797131

GRANT AGREEMENT

The State of New Hampshire and the Grantee 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 1 Granite Place, South Concord, NH 03301	
1.3. Grantee Name New Hampshire Coalition Against Domestic & Sexual Violence		1.4. Grantee Address 100 North Main Street, Suite 300 Concord, NH 03302	
1.5 Grantee Phone # (603) 224-8893	1.6. Account Number 02-20-20-201510- 5301-072-500575	1.7. Completion Date 6/30/2026	1.8. Grant Limitation \$771,935
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-1234	
If Grantee is a municipality or village district: "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. Grantee Signature 1 <i>Lyn M. Schollett</i>		1.12. Name & Title of Grantee Signor 1 Lyn M. Schollett, Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) <i>Thomas D. Kaempfer</i>		1.14. Name & Title of State Agency Signor(s) Thomas D. Kaempfer, Deputy Director of Admin	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Jessica A King</i>		Assistant Attorney General, On: 12/ 3 /24	
1.16. 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 Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

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3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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 Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee 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 Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee 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 GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee 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 Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee 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 seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee 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, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee 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 Grantee 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 Grantee 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 Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee 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 Grantee 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 Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee 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 Grantee 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. 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 Grantee to receive that portion of 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, 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

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- 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. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee 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 Grantee 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 Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee 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 Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.**
- 17.1 The Grantee 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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 Grantee.
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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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EXHIBIT A
SPECIAL PROVISIONS

New Hampshire Coalition Against Domestic & Sexual Violence as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
2. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
4. 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.
5. 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

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supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

6. 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.
7. **Requirements of the award; remedies for non-compliance or for materially false statement**

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

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 on Violence Against Women ("OVW") or NH Dept. of Justice ("NHDOJ") taking appropriate action with respect to the subrecipient and the award. Among other things, OVW or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW and NHDOJ, 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.

8. **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**

The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency

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review throughout the life of the award, during the closeout process, and for three years after submission pursuant to 2 C.F.R. 200.334, 200.337.

9. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NHDOJ Grants Management Unit (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the NHDOJ Grants Management Unit, must seek a budget-modification or change-of-project-scope grant adjustment.

10. Requirements related to System for Award Management and unique entity identifiers

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The subrecipient also must comply with applicable restrictions on subawards including restrictions on subawards to entities that do not acquire and provide the unique entity identifier required for SAM registration.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers) and are incorporated by reference here.

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

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in 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) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S. Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach

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by the end of the business day (4:00 P.M. EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the GMU the subrecipient shall call the NH Department of Justice main number, (603)271-3658, and request to speak to the GMU and report the breach.

Subrecipients must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring's conducted by the GMU.

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

The recipient, and 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 recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)) and are incorporated by reference here.

13. Determinations of suitability to interact with participating minors

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 the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and 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. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

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

The recipient, and 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 on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

15. OVW Training Guiding Principles

The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf>.

16. Effect of failure to address audit issues

The subrecipient understands and agrees that the NHDOJ (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The subrecipient agrees to comply with any additional requirements that may be imposed by the NHDOJ (OJP or OVW, as appropriate) during the period of performance for this award, if the subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

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

The recipient, and 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.

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

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024). 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 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and requires that recipients and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

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

The recipient, and 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."

21. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or 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 a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance, and may not proceed without the express prior written approval by the NHDOJ.

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22. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and 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, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds) and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact NHDOJ for guidance, and may not proceed without the express prior written approval of NHDOJ.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and 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: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (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 <http://www.usdoj.gov/oig>.

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

No recipient or 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.

1. In accepting this award, the subrecipient—

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- a. 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
 - b. 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.
2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
- a. it represents that—
 - (1) 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
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. 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.

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any 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, or regulation related to a federal grant.

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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 subrecipient is to contact the NHDOJ Grants Management Unit (OJP or OVW, as appropriate) for guidance.

26. 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 recipients and 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.

27. Requirement to disclose whether subrecipient is designated high risk by a federal grant-making agency outside of DOJ

If the subrecipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to the NH DOJ Grants Management Unit upon the subrecipient's notice of the high-risk designation. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

28. Availability of general terms and conditions on OVW website

The subrecipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

29. Compliance with statutory and regulatory requirements

The subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of

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1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

30. Compliance with solicitation requirements

The subrecipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

31. VAWA 2013 nondiscrimination condition

The subrecipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The subrecipient agrees that it will comply with this provision. The subrecipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

32. Misuse of award funds

The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

33. Limitation on use of funds to approved activities

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless NHDOJ determines that any of these activities are out of scope or unallowable. The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the NHDOJ.

34. Non-supplantation

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

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35. Confidentiality and information sharing

The subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The subrecipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

36. Activities that compromise victim safety and recovery or undermine offender accountability

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

37. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

38. Termination or suspension for cause

The Director of OVW or the NHDOJ, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director or the NHDOJ is

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satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.R.R. 200.340.

39. Performance progress reports and final report submission

The subrecipient agrees to provide OVW or the NHDOJ with specific information regarding subawards ("subgrants") made under this award. The subrecipients at any tier, agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each subaward made; and d) such other information as OVW may prescribe. Subrecipients at any tier, are required to submit this report after the end of each calendar year but no later than March 15 each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award.

40. Subrecipient program income

The subrecipient understands and agrees that it has responsibility for approval of program income earned by subrecipients at any tier. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the NHDOJ Grants Management Unit prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement.

Any program income approved by the NHDOJ must be reported by the subrecipient to the NHDOJ Grants Management Unit so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the subrecipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

41. Subrecipient product monitoring

The subrecipient agrees to be monitored and to monitor subrecipients at any tier to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

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42. Publications disclaimer for SAS Formula subrecipients

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement:

"This project was supported by Subgrant No. 15JOVW-24-GG-00557-SASP awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's SAS Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

43. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

44. Use of funds for direct intervention and related assistance

The subrecipient agrees that funds will only be used for the provision of direct intervention and related assistance to victims of sexual violence and their family and household members, including 24-hour crisis line services, medical and criminal justice/civil legal accompaniment, advocacy, and short-term individual and group support counseling. Funds cannot be used towards prevention education efforts, projects focused on training allied professionals and/or communities, or the establishment or maintenance of Sexual Assault Response Teams.

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45. Nonprofit status of subrecipients

The subrecipient will verify that subrecipients ("subgrantees"), except governmental rape crisis centers and tribal governmental programs, are organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.

46. Use of administrative funds for training

The subrecipient agrees that, before using administrative funds to attend training and technical assistance events, including travel costs and/or registration costs, the subrecipient will seek approval from its program manager, and submit an agenda and other relevant supporting documentation, to ensure that the training is a cost directly associated with administering the SAS Formula Program. The annual SAS Formula Program Administrators meeting is excluded from this condition.

47. Limit on administrative costs

The recipient agrees that the amount of grant funding used for administrative costs will not exceed the cap amount. Furthermore, the subrecipient agrees that no grant funds will be used for dues or membership fees to an organization conducting any type of lobbying, including advocating with government agencies for policy change.

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EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (DOJ) for expenses incurred and services provided to support victims of sexual assault.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit C. 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 shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. 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.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
1 Granite Place, South
Concord, NH 03301
(603) 271-8091 or travis.n.teeboom@doj.nh.gov

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EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$771,935 of the total Grant Limitation from Governor and Council approval or 1/1/2025, whichever is later, to 6/30/2026, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 6/30/2026, unless a grant extension is approved in writing by DOJ.

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EXHIBIT D

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Lyn M. Schollett [responsible official], certify that New Hampshire Coalition Against Domestic & Sexual Violence [Subrecipient] has completed the EEO reporting tool certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on April 3, 2024 [date]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Joi Smith [official that completed training] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: March 22, 2023 [date]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights | Grants Management Unit | NH Department of Justice](#)

Subrecipient Discrimination Complaint Process

I further certify that New Hampshire Coalition Against Domestic & Sexual Violence [Subrecipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination-based complaints from employees and program beneficiaries and that policy/procedure must be made publicly available to program beneficiaries or prospective beneficiaries.

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Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

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- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

Subrecipient's Initials: LMS

Date: 9/16/2024

EXHIBIT D

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, 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 subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Lyn M. Schollett

Name of Authorized Signor

Lyn M. Schollett

Signature

Executive Director

Title of Authorized Signor

September 16, 2024

Date

Subrecipient's Initials: LMS

Date: 9/16/2024

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 Subrecipient 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. See the OJP Financial Guide (Part II, Chapter 3) <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A recipient or subrecipient 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 New Hampshire Coalition Against Domestic & Sexual Violence (Subrecipient) certifies that any funds awarded through **grant number 2025SASP01** 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 New Hampshire Coalition Against Domestic & Sexual Violence (Subrecipient) 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 of Authorized Signor: Lyn M. Schollett, Executive Director

Signature: *Lyn M. Schollett* Date 9/16/2024

Subrecipient's Initials: LMS
Date: 9/16/2024

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients 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 Subrecipient 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 Subrecipient, 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 Subrecipient'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 Subrecipient 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 Subrecipient 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

Subrecipient's Initials: LMS

Date: 9/16/2024

EXHIBIT F

A. Pursuant to Department regulations on non-procurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient 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 Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Subrecipient 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 Subrecipient also must disclose such felony criminal conviction in writing to the Department (for OJP Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Subrecipient 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

Subrecipient's Initials: LMS

Date: 9/16/2024

EXHIBIT F

(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

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

B. Where the Subrecipient 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 Subrecipient 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 Subrecipient'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;

Subrecipient's Initials: LMS

Date: 9/16/2024

EXHIBIT F

(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:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs,
ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Lyn M. Schollett

Name of Authorized Signor

Lyn M. Schollett

Signature

Executive Director

Title of Authorized Signor

September 16, 2024

Date

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

Name and Address of Agency

Subrecipient's Initials: LMS

Date: 9/16/2024

EXHIBIT G

Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

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

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

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

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Subrecipient's Initials: LMS

Date: 9/16/2024

EXHIBIT G
Certification

Name: _____

Amount: _____

Subrecipient's Initials: LMS

Date: 9/16/2024

EXHIBIT H

U.S. Department of Justice
Office on Violence Against Women



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or

(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

Subrecipient's Initials: LMS

Date: 9/16/2024

EXHIBIT H

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

Subrecipient's Initials: LMS

Date: 9/16/2024

EXHIBIT H

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Lyn M. Schollett	Executive Director
Typed Name of Authorized Representative	Title

Telephone Number (603) 715-8794

<i>Lyn M. Schollett</i>	9/16/2024
Signature of Authorized Representative	Date Signed

NH Coalition Against Domestic & Sexual Violence
Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

Subrecipient's Initials: LMS
Date: 9/16/2024

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 21, 2024 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: Sept. 17, 2024

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

STATE OF NEW HAMPSHIRE
County of Merrimack

The foregoing instrument was acknowledged before me this 17 day of September, 2024

By Tina Smith
(Name of Elected Officer of the Agency)

Pamela English
(Notary Public/Justice of the Peace)

Commission Expires: 9/18/2024

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 63838

Certificate Number: 0006657722



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Internal Revenue Service
District Director

Date: MAY 18 1983

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

MAY 19 1982 MAY 23 1982

Department of the Treasury

P.O. Box 9107
Boston, MA 02203

Our Letter Dated:

November 24, 1981

Person to Contact:

Marcus E. Darr/dj

Contact Telephone Number:

223-4241

AFFIDAVIT OF AMENDMENT
(Reference RSA 292:5 & 292:7)

FILED
AUG 16 1985
NEW HAMPSHIRE
SECRETARY OF STATE

(Please complete in black type or ink)

I, the undersigned, being the Clerk of
(clerk, ~~secretary~~ / ~~not~~ / ~~other~~ / ~~officer~~)
the New Hampshire Coalition Against Family Violence

a New Hampshire voluntary corporation, do hereby certify that at a meeting

duly called for the purpose, held on April 2, 1985, in
(date)

Concord, NH, by a majority vote of said
(town/city and state)

corporation, VOTED THAT:

the name of the corporation be changed to the New Hampshire Coalition
Against Domestic and Sexual Violence.

A true record, attest:

William J. Wolson
(clerk, ~~secretary~~ / ~~not~~ / ~~other~~ / ~~officer~~)

Date signed Aug. 12 1985

Filing fee payable to Secretary of State - \$10.00.

File original with Office of the Secretary of State, Corporations Division.
Mailing address: State House, Room 204, Concord, N. H. 03301
Location: 3rd Floor, State House Annex

File copy with Clerk of the town/city of the principal place of business.

State of New Hampshire

OFFICE OF SECRETARY OF STATE



I, WILLIAM M. GARDNER, Secretary of State of the State of New Hampshire, do hereby certify that the following and hereto attached Amendment to the Articles of Agreement including name change of NEW HAMPSHIRE COALITION AGAINST FAMILY VIOLENCE to NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE has been recorded in the Records of Voluntary Corporations, Volume 1 - 7, Page 301.



In Testimony Whereof, I hereto set my hand and
cause to be affixed the Seal of the State, at
Concord, this 16th day of August
A.D. 19 85

William M. Gardner
Secretary of State



**New Hampshire Coalition Against Domestic and Sexual Violence
Job Description: Administrative & Finance Director**

The New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV) creates safe, just, and equitable communities through advocacy, education, and empowerment of anyone affected by domestic violence, stalking, child abuse, and human trafficking.

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

Job Objective and Summary: The Administrative & Finance Director directs and manages all financial, grants management, and administrative functions of the Coalition in line with its mission and vision. This senior-level position is a key part of the leadership team and directs the organization's overall health and financial well-being.

These primary job functions will be performed at the Coalition's office in Concord, NH. The employee must have access to reliable transportation to and from work. Occasional travel may be required throughout New Hampshire as necessary.

Essential Functions:

Financial Management:

Provide financial direction and oversight for the organization and is responsible for all financial management, from daily, weekly, and monthly operations, including payroll, to high-level management, including budgeting and forecasting.

- Develop, revise, and ensure compliance with financial policies and procedures; implement internal control reviews and improvements.
- Create analyses, commentary, and presentation materials for the Board of Directors, the Finance Committee, and other Board committees.
- Direct and oversee the Bookkeeper with all financial processes.
- Coordinate and lead the annual audit process; liaise with external auditors; assess any changes necessary.

Grants Management:

The Coalition currently provides training, technical assistance, support, and funding to the 12 community-based crisis centers/member programs that provide services to victims of domestic and sexual violence, stalking, and human trafficking. The Administrative & Finance Director directs the subcontracting of approximately 12 federal and state grants/contracts to the 12 member programs.

- Coordinate the grant writing team to ensure sustained federal and state funding.
- Oversee and ensure compliance with grant contract requirements, including compiling monthly, quarterly, and yearly financial and data reports.
- Negotiate with state and federal funders.
- Oversee the ongoing fiscal and programmatic monitoring of the Coalition member programs.

Administrative and Data Management:



Provide administrative and data management for the organization. Empower the organization to make informed decisions, view policies and practices through a diversity, equity, and inclusion perspective, and foster innovation.

- Direct and manage human resource functions, including processes, policy creation, and implementation.
- Supervise Office Manager, Executive Specialist, Grants Administrative Assistant, and Data Projects Coordinator.
- Lead annual operations work planning with department heads to ensure administrative and operational needs are met across the organization. This includes overseeing office equipment purchase and maintenance and managing contracts.
- Manage the Coalition's lease, building functions, and security.
- Manage all organizational subcontract and consultant agreements, maintaining and improving templates and supporting all teams with review and guidance.
- Manage information technology systems with an outside, trusted and effective vendor.
- Direct and manage data systems and reporting, including statewide data systems used by the member programs.
- Demonstrate unquestionable personal integrity, fairness, and credibility necessary to gain the trust and commitment of individuals at all levels of the organization.
- Participate in staff meetings, leadership team meetings, and other internal planning and coordination meetings to provide input regarding deliverables, timelines, and processes.
- Practice direct and ethical communication with staff, member program subrecipients, and external stakeholders.

This is a general description of duties and is not intended to list every specific function of the position.

Minimum Requirements:

- Bachelor's degree in business administration or at least ten years of relevant business management experience with a bookkeeping certificate.
- Experience with federal and state grants.
- At least five years of supervisory experience.
- Proficiency in Microsoft Word, Outlook, and Excel.

Preferred Skills:

- A good sense of humor, high emotional intelligence, and a passion for the work and for supporting the staff doing the work.
- Superior verbal and written communication.
- Adept at planning, focusing on the impact of the Coalition's core values.
- Experience in non-profit, computerized fund accounting.
- Capable of taking legal and financial material and explaining it in an easy-to-understand format.
- Ability to learn and implement new technology programs within the Coalition when needed.
- Curiosity and self-reflection in daily work.

Physical and Psychological Demands:

The physical demands described here 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:



- Ability to manage multiple concurrent deadlines in a fast-paced environment.
- Capable of entering text or data into a computer by means of a traditional keyboard (Traditional keyboard refers to a panel of keys used as the primary input device on a computer, typographic machine, or 10-key numeric keypad.)
- The person in this position communicates daily with member programs, stakeholders, and staff members. Must be able to exchange accurate and complex information in these situations.
- This position is hybrid with in-person responsibilities in Concord, NH. Infrequent travel in and out of state may be required, including overnights and weekends.
- Background checks are required.

Disclaimer:

The above statements describe the general nature and level of work expected for this position. Additional responsibilities, duties, or skills may be required that are not outlined in this description. All personnel may be required to perform duties outside of their normal responsibilities from time to time, as needed.

The Coalition is an Equal Opportunity Employer 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	Director
Exempt/Nonexempt	Exempt
This is a full-time position	
Salary range	\$90,000 - \$103,000
Supervisor	Executive Director
Department(s)	Administration
Last Revised	March 2024



**New Hampshire Coalition Against Domestic and Sexual Violence
Job Description: Part Time Grants Administrative Assistant**

The New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV) creates safe, just, and equitable communities through advocacy, education, and empowerment of anyone affected by domestic violence, stalking, child abuse, and human trafficking.

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

Job Objective and Summary: Perform grants reimbursement and invoicing coordination, including member program reimbursement reconciliations, and compiling invoices to state of NH. Assist with other grant record keeping functions. Assist with all aspects of subrecipient monitoring.

Essential Functions:

- Review and follow up on member program grant budgets
- Process and reconcile member program monthly and quarterly reimbursements
- Compile monthly and quarterly grant invoices to the State
- Assist with all aspects of member program monitoring: scheduling; template creation; documentation compilation; and documentation review and analysis

This is a general description of duties and not intended to list every specific function of this position. The Coalition office is in Concord; day-to-day duties of the position may be performed remotely.

Educational Level: Associate's degree in business or equivalent experience.

Minimum Requirements:

- Proficiency in Microsoft Office, specifically EXCEL and Outlook
- Excellent attention to detail, and communication skills
- Flexibility and demonstrated ability to manage multiple, simultaneous deadlines

Physical and psychological demands: The physical demands described below 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) 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 communicate independently.

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	Part Time
Exempt/Nonexempt	Non Exempt
This is a flexible hours position.	15 - 30 hours per week
Supervisor	Administrative Director
Department(s)	Administration
Last Revised	July 2024



New Hampshire Coalition Against Domestic and Sexual Violence Job Description: Monitoring Specialist

The New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV) creates safe, just, and equitable communities through advocacy, education, and empowerment of anyone affected by domestic violence, stalking, child abuse, and human trafficking.

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

Job Objective and Summary: To provide advanced-level monitoring to member program/potential subrecipients of proper accounting and financial recordkeeping, grants compliance, and NHCADSV Program Standards in conjunction with the Administrative & Finance Director.

Essential Functions:

- Biennially monitor subrecipients' financial and programmatic operations, records, systems, and procedures.
- Document the subrecipient's contract obligations compliance, including financial activities, in NHCADSV's files.
- Ensure subrecipients meet applicable audit requirements set by each award.
- Notify the granting federal and/or state agency of any illegal acts, irregularities, and/or proposed and actual improper actions related to fund administration.

Minimum Requirements:

- Bachelor's degree in business management or accounting or at least five years of relevant business management experience with a bookkeeping certificate.
- Experience monitoring or managing operations of a nonprofit organization with federal and state grants.
- Proficient in Microsoft Office Word, Outlook, and Excel.

Preferred Skill Requirements:

- Superior verbal and written communication.
- Experience in non-profit fund accounting.
- Experience in a non-profit agency with multiple funding sources, preferably funded with government grants.
- Capable of taking legal and financial material and explaining it in an easy-to-understand



format.

Physical and psychological demands: The physical demands described here 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:

- Ability to manage multiple concurrent deadlines in a fast-paced environment.
- Must be capable of entering text or data into a computer by means of a traditional keyboard (Traditional keyboard refers to a panel of keys used as the primary input device on a computer, typographic machine, or 10-key numeric keypad.)
- The person in this position communicates daily with member programs, stakeholders, and staff members. Must be able to exchange accurate information in these situations.
- This position is hybrid with some in-person responsibilities in Concord, NH. Occasional travel may be required, including overnights and weekends.

Disclaimer:

The above statements describe the general nature and level of work expected for this position. Additional responsibilities, duties, or skills may be required that are not outlined in this description. All personnel may be required to perform duties outside of their normal responsibilities from time to time, as needed.

The Coalition is an Equal Opportunity Employer 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	Specialist
Exempt/Nonexempt	Non-exempt
This is a part-time position	
Supervisor	Administrative & Finance Director
Department(s)	Administration
Last Revised	September 2024

Kim Bock

Adaptable leader of nonprofits experiencing change. Trained advocate who holds strategic plan and board's position while negotiating government contracts and establishing cooperative relationships among non-traditional partners. Over 20 years of financial oversight and development. Strong public speaker and written communicator who delivers presentations to diverse audiences.

Leadership – As an Executive Director, President, and Board Member, have demonstrated results in advocacy, public policy, grant writing, operations and planning, systems selection and implementation, strategic planning, board development, contract compliance, and human resources and personnel oversight.

Public Speaking & Written Communication – Demonstrated skills include: develop and deliver virtual and live presentations; technical, persuasive, promotional writer, grant writer; Subject Matter Expert for media, government agencies, senators; website content management, social media management, compiled and published multiple documents including best practice literature, marketing materials, professional guidance, expert opinions and academic papers.

Finance – Thorough knowledge of nonprofit finances through roles as Treasurer, Financial Chair, Trustee, and Board Member. Proven as an ethical, reliable steward of: government contract compliance, budgeting, IRS 990, financial platform and systems management, financial presentations to Board, fund accounting, securing and managing grants, grant compliance, and local and federal law compliance.

Relevant Experience

ADMINISTRATIVE AND FINANCE DIRECTOR | NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE | 2024 - PRESENT

Direct administrative and financial matters of a nonprofit that oversees 15 federal, state and foundation grants for the benefit of 12 independent nonprofit member organizations. Provides budgetary information for all grant applications, ensures appropriate reporting according to grant requirements, provides technical assistance to member organizations in fiscal management of grant funds. Responsible for financial management, planning, and analysis including budgeting, financial statement preparation and administrative and financial policy development. Supports executive director, board and finance committee with preparation of monthly, quarterly and annual statements. Prepares for and oversees the annual fiscal audit. Oversees 5 administrative employees.

EXECUTIVE DIRECTOR | NEW HAMPSHIRE COALITION OF RECOVERY RESIDENCES | 2020 - 2024

Direct day-to-day business operations of a nonprofit that certifies recovery houses according to a national standard, operates an ombudsman program, advocates at local and federal level and operates a robust housing assistance program. Grew organization from 18 to 100+ certified recovery houses, developed robust nationally recognized best practice programs, 3 full time employees, \$650K budget, 1,000 applications per year in housing assistance. Oversee all aspects of organization including managing staff and officers, leading programs, overseeing finances, developing a grassroots board and being face of organization.

HIGHLIGHTS

Provide expertise in Recovery Housing to state and federal organizations (CDFA, NH HFA, State Fire Marshal, Seacoast Study Group, Homeless Coalitions), Federal Senators and Representatives (Sen Hassan, Sen Shaheen, Rep Kuster), towns across NH.

Developed and testified on legislation affecting recovery housing in NH.

Secured eight new grants in first year from government and private organizations for operations and programs

- Housing Assistance - \$375K to 750 individuals in FY22
- Accepting New Resident Platform - reducing homelessness across NH
- Small Bridge Loan Program - supporting recovery houses through COVID and other emergencies

- Operators and House Leaders Round Tables - average of 35 people attend 2 times per month - model program now being adopted in other states
- Grant writing assistance provided to recovery house organizations securing 14 capital improvement grants for constituents

Collaborate with stakeholders including NHBOA, State Fire Marshal, NHMA, NHLA, NHPA, and St Anselm College Center for Ethics to provide towns with guidance on Federal Fair Housing Laws as they relate to people with disabilities.

Presentations at NHMA Annual Meeting, St Anselm Recovery Housing Conference and more.

Collaboration with HA NH and NH CDFA to design Support Act RHP Grant Program that provides approximately \$5M in grants to encourage recovery housing development across NH

Review, develop, initialize and maintain record keeping online platforms for accounting, business and program records

Chair Advocacy Committee of National Alliance of Recovery Residences

Prepare and participate in Board meetings. Support executive team during Board meetings. Prepare annual report.

Support development of Strategic Plan and developing Fundraising Strategies and Platforms

FINANCE COMMITTEE MEMBER, PARISH FINANCIAL REVIEWER, TITLE IV ADVOCATE (Volunteer) | EPISCOPAL DIOCESE OF NH, CONCORD, NH

Advisory position on the finance committee for the Episcopal Diocese of NH. Traveled to parishes around NH to review financial practices and offer best practice advice and suggestions. As a Title IV Advocate for Northern New England, walked a complainant through the process of filing a complaint against a priest within the diocese, a complex procedure that follows the Canons of the Episcopal Church and is parallel to a legal process with hearings, discovery and corrective actions.

TREASURER (Volunteer) | CHURCH OF OUR SAVIOUR, EPISCOPAL CHURCH, MILFORD, NH

Managed a complex financial system based in fund accounting. Prepared and presented financial reports to the board. Reviewed the history of all restricted funds and educated the board as to restrictions of such funds. Oversaw an \$800K capital campaign. Oversaw all aspects of returning/repurposing restricted funds that could no longer meet restrictions. Prepared budget and presented it to the membership. Advised on proper stewardship of grants, restricted funds and accumulated funds. Transitioned church from a DOS based accounting system to a powerful Windows based system.

PRESIDENT (Volunteer) | Little People's Depot, New Boston, NH

Became president of the local preschool the year public kindergarten was established. Developed new programming to ensure the sustainability of the organization. (The organization is still using the programming and still operating.) Convened monthly board meetings. Assumed treasurer's unexpired 8 month term when treasurer left unexpectedly. Implemented a new and more professional accounting system. Executed all contracts. Interfaced with personnel.

ADDITIONAL EXPERIENCE INCLUDES: Chemistry Lab Instructor, St. Anselm College; academic tutor in US Dept of Education Migrants Program; practicing attorney—corporate, estate planning, probate, and real estate law;

COMMUNITY SERVICE AND INVOLVEMENT

Board of Directors, Maine Grate Co., Inc.

Violinist, New Hampshire Philharmonic Orchestra, Manchester, NH

Trainer and Advocate, Canine Companions for Independence

Education

JD | UNIVERSITY OF MAINE SCHOOL OF LAW

BS CHEMICAL ENGINEERING | WORCESTER POLYTECHNIC INSTITUTE

Brenda Legare

Organized and efficient Tax & Financial Associate highly skilled in office administration, data organization, proofreading, database management and word processing while offering excellent communication and computer skills. Meets deadlines and works with high levels of multicultural awareness and adaptability.

Authorized to work in the US for any employer.

Work Experience

Part-Time Grants Administrative Assistant

NH COALITION AGAINST DOMESTIC & SEXUAL VIOLENCE – Concord, NH

July 2021 to Present

- Review and follow up on member program grant budgets.
- Process and reconcile member program monthly and quarterly reimbursements.
- Compile monthly and quarterly grant invoices to the State.
- Maintain financial records; Ensure proper filing of invoices.
- Assist with member program monitoring documentation compilation and review.

Financial & Tax Associate

CPM TAX & ACCOUNTING, LLC - Loudon, NH

October 2018 to 2021

- Generate and submit invoices based upon established accounts receivable schedules and terms. Perform accounts receivable duties, including researching charge backs, discrepancies and reconciliations.
- Reconcile account information and report figures in general ledger by comparing to bank account statement each month.
- Organize new accounts and update existing ones with current personal and business information including verification of submitted financial documentation for accuracy and integrity against internal and regulatory standards.
- Process transactions for clients including deposits/withdrawals to investment, annuity and college accounts.
- Liaison between account holders/representatives to resolve issues and maintain satisfaction of over 600 clients.
- Develop integrated spreadsheet and database templates for accumulating, formatting and organizing financial data.
- Keep operations in compliance with Federal regulations by directing effective internal systems to track due dates and required submission documents.
- Keep physical files and digitized records organized for easy updating and retrieval by authorized team members.
- Produce high-quality documents, spreadsheets, presentations for internal and customer-facing needs. Provide administrative services including phone, email correspondence, making copies and handling incoming and outgoing mail and faxes.
- Compose and proofread memos, letters and reports to verify error-free communication. Assist with event planning, including associated travel and logistical arrangements.
- Manage Senior Partners calendars to strategically coordinate meetings, appointments and events. Create/Update physical records and digital files to maintain current, accurate and compliant documentation.
- Oversee office inventory activities, including ordering and requisitions, stocking and shipment receiving.

Senior Operations Assistant

CHARTER TRUST COMPANY - Concord, NH

February 2011 to October 2018

- Daily balancing of cash account /reconciliation of checking account/review of over drafted accounts Daily income processing/deposit/process incoming checks/manual posting of mutual fund dividends Set up assets, modify assets, deliver/gift assets
- Maintain all legal files (Wills, Trusts, IRA documentation) Monthly account fee oversight
- Code new accounts with proper fee schedule/produce; liquidate client invoices/monitor closing accounts, process final fees
- Monthly reconciliation of house accounts/mutual fund statements

- Produce extensive monthly reports for Senior Management
- End of month coordinator
- System administrator - involves several online platforms Online account access administrator
- Set up new user/trouble shoot online end user issues
- Account Review Coordinator
- Receive/process all opening/closing account paperwork for approval
- Prepare 12 or more reports for monthly ARC meeting/finalize reports for monthly Board meeting/take and finalize meeting minutes for ARC review/approval

Education

High school diploma or GED

Skills

- Justice of the Peace / Notary Public
- Accounts Payable/Accounts Receivable
- Quickbooks / Data Entry
- Inventory management
- Excellent planner and coordinator
- Data management
- Reporting and documentation
- General Ledger Reconciliation and accounting
- Proofreading
- Bank Reconciliation
- Financial Report Writing and Statement Preparation
- Office Management
- Tax Experience

Certifications and Licenses

Administrative Support Specialist New Hampshire Career Institute Concord NH, 2006 Coursework in Business Administration, Communications and Accounting

PAMELA ENGLISH

EMPLOYMENT

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

Monitoring Specialist, 2024

- Biennially monitor subrecipients' financial and programmatic operations, records, systems, and procedures.
- Document the subrecipient's contract obligations compliance, including financial activities, in NHCADSV's files.
- Ensure subrecipients meet applicable audit requirements set by each award.
- Notify the granting federal and/or state agency of any illegal acts, irregularities, and/or proposed and actual improper actions related to fund administration.

Administrative and Finance Director, 2006 - 2024

- Continued all duties of Business and Grants Manager, including all Financial Management of the NHCADSV.
- Lead, direct and conduct monitoring of all subrecipients to ensure compliance with federal and state law, rules and regulations..
- Administration management including maintaining insurance coverage for organization and employees and administering employee benefits.
- Management of information technology systems.
- Manage all business systems of the Coalition office.

Business and Grants Manager, 1995 - 2006

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

Administrative Assistant, 1993 - 1995

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

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

Law Offices, Concord, NH, 1985 - 1988

Legal Secretary

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

COMPUTER EXPERIENCE AND SKILLS

-
- Fund Accounting Software
Spreadsheets
Microsoft Office Word and Excel
Outlook and Outlook Express
 - Effective supervisory management
Excellent organizational skills; Attention to Detail Exemplary

Ability to manage multiple, simultaneous deadlines
Working knowledge of federal and state grant compliance requirements
Working knowledge of computer management
Computerized accounting management
Experience and knowledge of New Hampshire employment law

EDUCATION

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

COMMUNITY ACTIVITIES

2002-2008	Northwood Elementary School PTA, President for 2003/2005 school years
1990-2002	Dewey/Kimball School PTA
1983-1984	President, Merrimack County Legal Secretaries Association



Board of Directors

Chairperson

Tina Smith

Nurse, Concord Pediatrics

Vice Chair and Co-Clerk

Hilary Holmes Rheaume

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

Treasurer

John Gasaway

Prosecutor, State of NH, Department of Safety

Co-Clerk

Sauna Foster

Executive Director, New Beginnings

Ally Goddard Richardson

Associate Director of the Exeter Fund,
Philips Exeter Academy

Caitlin Garcia

Manager, A.M. Peisch & Company, LLP

Carlos Jauhola-Straight

Pastor, First Congregational Church of Pelham

Deb Haynes-Kenney

Executive Director, Response

Sarah Gagnon

VP of Clinical Operations, Riverbend
Community Mental Health

Theresa Brisson

Nurse Practitioner, Dartmouth
Hitchcock Medical Center

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

NHCADSV.ORG

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

AUDITED FINANCIAL STATEMENTS

June 30, 2023 and 2022

SINGLE AUDIT REPORTS

June 30, 2023

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS
46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

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

Opinion

We have audited the accompanying financial statements of New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of New Hampshire Coalition Against Domestic and Sexual Violence as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of New Hampshire Coalition Against Domestic and Sexual Violence and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Coalition Against Domestic and Sexual Violence's ability to continue as a going concern for a reasonable period of time.

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

Supplementary Information

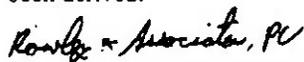
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 26, 2023, on our consideration of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and compliance.

Report on Summarized Comparative Information

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



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

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

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

Notes to Financial Statements

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

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

Notes to Financial Statements

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

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

Notes to Financial Statements

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

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

Notes to Financial Statements

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

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

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

The Vision of the Coalition is:

All New Hampshire communities provide safety for every person.

The Mission of the Coalition is:

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

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

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

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

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

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

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

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

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

Nature of Activities (Continued)

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

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

AmeriCorps Victim Assistance Program (AVAP)

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

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

Sexual Assault Nurse Examiner (SANE) Program

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

The Family Violence Prevention Specialist Program

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

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

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

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

Significant Accounting Policies

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

Basis of Presentation

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

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

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

Basis of Accounting

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

Grants Receivable and Promises to Give

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

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

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

Contributed Services

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

In addition, many individuals volunteer their time and perform a variety of tasks that assist the Coalition; these amounts have not been recognized in the accompanying statement of activities because the criteria for recognition as contributed services has not been met.

Estimates

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

Compensated Absences

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

Allocation of Expenses

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

Property and Equipment

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

Improvements	39 Years
Equipment	3-7 Years

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

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

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

Income taxes

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

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Coalition considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. The following table provides a reconciliation of cash and cash equivalents reported within the statement of financial position to the sum of the corresponding amounts within the statement of cash flows as of June 30:

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

Certificates of Deposit

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

Segregation of Accounts

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

Concentration of Credit Risk

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

Advertising Costs

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

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

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

Comparative Financial Information

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

Financial Instruments

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

Reclassifications

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

Subsequent Event

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

Newly Adopted Accounting Pronouncement

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

NOTE B – BOARD DESIGNATED NET ASSETS

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

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

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

NOTE C – NET ASSETS WITH DONOR RESTRICTIONS

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

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

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

NOTE D – PENSION PLAN

The Coalition has a 403(b) savings plan for the benefit of its employees. The plan covers substantially all employees after one year of service. During their budgeting process, the Board of Directors determines the amount to be contributed annually. Employer contributions for the Years Ended June 30, 2023 and 2022 totaled \$28,343 and \$27,848, respectively.

NOTE E – FAIR VALUE MEASUREMENTS

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

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

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

NOTE F – LINE OF CREDIT

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

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

NOTE G – LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

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

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

NOTE H – INVESTMENTS

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

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

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

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

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

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

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

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

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

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

NOTE H – INVESTMENTS, (continued)

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

Spending Policy

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

Investment Return Objectives, Risk Parameters and Strategies

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

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

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

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

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

NOTE I – LEASING ACTIVITIES

Operating Lease

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

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

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

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

NOTE I – LEASING ACTIVITIES (Continued)

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

Lease Assets – Classification in Statement of Financial Position
 Operating Lease Right of Use Asset \$ 456,259

Lease Liabilities – Classification in Statement of Financial Position:
 Operating Lease Liability, Current Portion 106,546
 Operating Lease Liability, Current Portion 349,713
 Total \$ 456,259

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

Weighted-average remaining lease term in years: 4.67

Weighted-average discount rate: 5.315%

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

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

Finance Lease

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

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

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

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

Lease Assets – Classification in Statement of Financial Position
 Finance Lease Right of Use Asset \$ 8,068

Lease Liabilities – Classification in Statement of Financial Position:
 Finance Lease Liability, Current Portion 3,776
 Finance Lease Liability, Current Portion 4,292
 Total \$ 8,068

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

NOTE I – LEASING ACTIVITIES (Continued)

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

Weighted-average remaining lease term in years: 2.33

Weighted-average discount rate: 5.315%

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

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

NOTE J – RISKS AND UNCERTAINTIES – COVID-19

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

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 26, 2023.

Report on Internal Control over Financial Reporting

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

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

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

Report on 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.

Rowley & Associates, PC

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

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs for the year ended June 30, 2023. New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, New Hampshire Coalition Against Domestic and Sexual Violence complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

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

Responsibilities of Management for Compliance

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

Auditor's Responsibilities for the Audit of Compliance

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

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance. Accordingly, no such opinion is expressed.

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

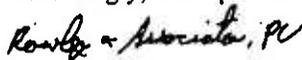
Report on Internal Control over Compliance

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

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

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

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



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

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

SECTION I – SUMMARY OF AUDITOR’S RESULTS

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

Victims of Crime Act 16.575
8. The threshold for distinguishing Types A and B Programs was: \$750,000.
9. The New Hampshire Coalition Against Domestic and Sexual Violence was determined to be a low-risk auditee.

SECTION II – FINDINGS: FINANCIAL STATEMENT AUDIT

No matters were reported.

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

No matters were reported.

**New Hampshire Coalition Against Domestic and Sexual Violence
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2023**

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

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

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of New Hampshire Coalition Against Domestic and Sexual Violence under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of New Hampshire Coalition Against Domestic and Sexual Violence, it is not intended to and does not present the financial position, changes in net assets, or cash flows of New Hampshire Coalition Against Domestic and Sexual Violence

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE C – SUBRECIPIENTS

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

<u>Program Title</u>	<u>Federal CFDA/ Assistance Listing #</u>	<u>Amount Provided</u>
Rapid Re-Housing Program	14.267	\$ 226,811
Sexual Assault Services Program	16.017	402,889
Victims of Crime Act	16.575	3,099,495
Coronavirus Fiscal Recovery	21.027	339,053
Sexual Violence Prevention	93.136	216,703
Family Violence Prevention Services Act	93.671	<u>2,340,944</u>
		<u>\$ 6,625,895</u>

NOTE D – INDIRECT COST RATE

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