**Conflict of Interest and Pecuniary Benefit Transaction Policy**

1. Conflict of Interest and Pecuniary Benefit Transactions.

In recognition that public confidence and trust are vital in achieving its mission, the board of directors of the Coalition adopted this Conflict of Interest and Pecuniary Benefit Transaction Policy.

1. Directors Shall Serve the Charitable Mission of the Coalition.

In recognition that it is a charitable corporation held in trust for the public by its board of directors, it is the policy of the Coalition that its directors, as the guardians of its charitable mission for the public, shall serve only to advance its charitable mission. In accordance with NH RSA 7:19, II, directors shall resign immediately if they are serving for any purpose other than to serve this charitable mission.

1. Payments to Directors/Staff.
	* 1. Payments to Directors. In order to safeguard the integrity and public reputation of the Coalition and its board of directors, it is the policy of the Coalition to prohibit payments to its directors and their immediate family members except under the limited circumstances specified in this policy and which comply with NH RSA 7:19-a.
		2. Payments to Staff. In order to safeguard its staff members against appearances which might threaten the public trust and confidence, it is the policy of the Coalition to prohibit payments to staff members and their immediate family members beyond reasonable and approved salaries, benefits and expense reimbursements.
		3. Payments. For purposes of this Policy, payments shall include money and other benefits, financial or otherwise, direct or indirect, which are given to or inure to the benefit of the director, staff member and their immediate families, or any entity of which the director or staff member or immediate family member is a proprietor, partner, employee or officer. Payments, however, shall not include reasonable and appropriate salaries, benefits and expense reimbursements made to staff members.
		4. Immediate Family Members. Immediate family members shall include individuals one step removed from the director or staff member. For example, immediate family members shall include a spouse; son or daughter; father or mother; brother or sister; son-in-law or daughter-in-law; brother-in-law or sister-in-law.

D. Disclosure of Affiliations/Payments

1. Upon becoming a director or staff member of the Coalition, and within thirty (30) days of the end of each fiscal year thereafter, each director and staff member shall complete and submit a Conflict of Interest Statement containing the following:
	* + 1. A list of all businesses and organizations, whether for profit or charitable, of which he/she is an officer, director, trustee, member, owner (either as a sole proprietor or partner), shareholder, employee or agent with which the Coalition has entered, or might reasonably in the future enter, into a relationship or transaction.
			2. All payments exceeding a total of $500.00 made to or which he/she anticipates may be received by him/her or an immediate family member from the Coalition.

ii. Directors and the Executive Director shall submit their Conflict of Interest Statements to the chairperson of the board of directors, who shall have the responsibility for gathering, maintaining, and sharing the same, in accordance with this policy. Employees shall submit their Conflict of Interest Statements to the Executive Director, who shall have the responsibility for gathering and maintaining the same, in accordance with this policy. The Executive Director shall submit all conflict of interest statements to the Coalition’s auditor.

E. Allowable Payments to Directors

Payments and Benefits to Directors of the Coalition are permitted under the following circumstances and conditions.

1. Expense Reimbursements. Payments reimbursing directors for their reasonable and board approved expenses incurred in carrying out their official duties are permitted. Directors do not need to disclose these payments if the board has approved the type of reimbursements made and has established the reasonable rate of reimbursement.
2. Services. Services received by a director or his or her immediate family from the Coalition or a member program crisis center are permitted provided they are part of a program that serves the general public and there are written eligibility criteria for the services which the beneficiary meets. The receipt of these services does not need to be disclosed to or approved by the board of directors.
3. Services funded through the following sources are available to the general public, have written eligibility criteria and have been determined by the Charitable Trusts Unit of the New Hampshire Attorney General’s Office not to be pecuniary benefits transactions: DVPP (Domestic Violence Prevention Program); FVPSA (Family Violence Prevention and Services Act); VOCA (Victims of Crime Act); SVP (Sexual Violence Prevention); VAWA (Violence Against Women Act Grants, including STOP) ); VAWA discretionary grants; SGIA (State Grant in Aid).
4. Statutory Requirements. The New Hampshire statutory requirements dealing with pecuniary benefits (NH RSA 7:19, II and 292:6-a) are hereby incorporated in full into and made an integral part of this policy, so that every board member is aware of the statutory requirements. These requirements include, but are not limited to (i) absolute prohibitions of loans of money or property to a director, and (ii) prohibition of any sale or lease (for a term greater than five years) or a conveyance of real estate from a director without the prior approval of the Probate Court. These requirements extend to both direct and indirect financial interests, as defined by the attached statutes.
5. Additional Factors. In addition to the statutory requirements, payments to directors shall be permitted only where all of the following conditions are met:
	1. The extra benefit to the Coalition from paying its director, rather than an outside third party, for a good or service is significant to achieving its charitable mission, necessary, and clearly documented in writing.
	2. Alternatives to paying the director have been thoroughly investigated, analyzed and documented and further, in a written report to the board of directors, it has been determined that the benefit cannot be reasonably obtained elsewhere.
	3. The transaction is for goods or services purchased or benefits provided in the ordinary course of the business of the Coalition, for the actual or reasonable value of the goods or services or for a discounted value.
	4. The payment meets all the conditions for exception specified elsewhere in this Policy.
6. Other Program Funding Issues. Even if not covered as a Pecuniary Benefit Transaction under NH RSA 7:19, II, and 292:6-a, when the board is considering program funding issues, Participating Member Council (PMC) Representatives on the board can participate in the discussion, but not be present for or involved in any decisions regarding the issue.
7. Voting: At such time as any matter comes before the board of directors in such a way as to give rise to a conflict of interest and/or involves a pecuniary transaction, the affected director shall make known the potential conflict and/or transaction, whether disclosed by his or her Conflict of Interest Statement or not, and after answering any questions that might be asked of him or her, shall withdraw from the meeting for so long as the matter shall continue under discussion. Should the matter be brought to a vote, neither the affected director nor any other director with the conflict/pecuniary benefit transaction with the Coalition in the same fiscal year shall vote thereon. The board of directors will comply with all the requirements of New Hampshire law where conflicts of interest and/or pecuniary benefit transactions are involved, including, but not limited to, the requirement of a two-thirds majority vote of all the disinterested members (which majority shall also equal or exceed any quorum requirement specified in the Coalition Bylaws) where the financial benefit to the director is between $500.00 and $5,000.00 in any fiscal year, and the additional requirements of publication in a newspaper of general circulation and notification to the director of Charitable Trust where the financial benefit exceeds $5,000.00 in a fiscal year. A record of the action on the matter must be made and recorded in the minutes of the meeting.
8. Possible Actions for Non-Compliance.
	1. Dismissal. To assure the public that directors and staff members serve the charitable mission of the Coalition, directors and staff members may be subject to immediate dismissal from the board of directors or as an employee of the Coalition, upon written notification by the chairperson of the board of directors or the Executive director, as the case may be, if they: 1) fail to disclose payments to themselves or their immediate families from the Coalition as required by this policy or New Hampshire law; 2) receive payments from the Coalition prohibited by this policy or New Hampshire law; 3) fail to comply with the procedures in this policy or New Hampshire law under which certain specific payments may be permitted.
	2. Payments Returned. A director or staff member's failure to disclose affiliations and/or payments to themselves or their immediate families, or to have payments approved according to this policy or New Hampshire law, may result in such payments being voided and subject to repayment to the Coalition.

# NHCADSV CONFLICT OF INTEREST STATEMENT

I acknowledge that I, as a director or staff member of New Hampshire Coalition Against Domestic & Sexual Violence (Coalition), have reviewed the Coalition’s Conflict of Interest and Pecuniary Benefit Transactions Policy before signing this Statement.

 I hereby disclose information on all associations, whether business or charitable organizations, which may involve a possible conflict of interest and will furnish further details upon request. If none, so state. Do not leave blank. Please attach additional sheets if required.

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I further disclose any and all payments, as defined in Coalition’s Conflict of Interest and Pecuniary Benefit Transaction Policy, exceeding a total of $500.00 made to, or which I anticipate might be received by me or an immediate family member from the Coalition.

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 I understand that my duties of disclosure are ongoing, and that any future affiliations which may involve a possible conflict of interest and/or future payments will be disclosed as they may arise.

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Name (Please Print)

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Signature

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