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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Shibinette
Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 26, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to amend an existing **Sole Source** contract with Court Appointed Special Advocates of New Hampshire, Inc. (Vendor #156690), Manchester, NH for the continued provision of a statewide training program and education opportunities for court appointed special advocates and guardians ad litem, by exercising a contract renewal option by increasing the price limitation by $52,130 from $56,744 to $108,874 and by extending the completion date from June 30, 2021 to June 30, 2023 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 100% Federal Funds.

The original contract was approved by Governor and Council on July 31, 2019, item #26.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-421010-29600000 HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, ORG'L LEARNING & QUALITY IMPRVMT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	067-500557	Provider Training Education Contract	42106015	$28,372	$0	$28,372
2021	067-500557	Provider Training Education Contract	42106015	$28,372	$0	$28,372
2022	067-500557	Provider Training Education Contract	42106015	$0	$26,065	$26,065
2023	067-500557	Provider Training Education Contract	42106015	$0	$26,065	$26,065
			Total	**$56,744**	**$52,130**	**$108,874**

EXPLANATION

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.

The purpose of this request is to continue providing statewide training programs and educational opportunities for court appointed special advocates and guardians at litem in New Hampshire.

Approximately 3,200 individuals will be served from July 1, 2021 through June 30, 2023.

Court Appointed Special Advocates is a statewide network of programs working with court appointed special advocates and guardians ad litem for children involved with the child welfare system. The court appointed special advocate volunteers are appointed by judges to advocate for the best interest of children who have experienced abuse or neglect. Volunteers remain involved with the children until the case is closed and the child is placed in a safe, permanent home. For many children who have experienced abuse or neglect, their court appointed special advocate volunteer will be the one constant adult presence in their lives. Training and educational programs are necessary for individuals who represent these children's best interest through the arduous processes of the legal and social services systems.

The Department will continue monitoring the effectiveness of the Contractor and the delivery of services required under this agreement using the following performance measures:

- The number of CASA staff and volunteers who receive training.
- The total numbers of hours of training provided.
- Training evaluation results.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal, of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Council not authorize this request, the best interest of New Hampshire children may not be properly represented, and the Department may not be able to meet the Title IV-E functional training requirements that include pre-service and in-service training, as well as on-going educational opportunities to court appointed special advocates.

Area served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2201NHFOST, FAIN #2301NHFOST.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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

This Amendment to the CASA Training Partnership contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Court Appointed Special Advocates of New Hampshire, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019 (item #26), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2023.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $108,874.

3. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 2, to read:

   2. This Agreement is funded with 100% Federal Funds from Foster Care Title IV-E award on 10/2021 by the U.S. Department of Health and Human Services, Administration for Children and Families. CFDA #93.658, FAIN #2201NHFOST, FAIN #2301NHFOST.

4. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 3, to read:

   3. The Contractor agrees to provide the services in Exhibit A, Scope of Services, in compliance with funding requirements, which includes an in-kind match of an amount equal to or greater than $76,710 for each State Fiscal Year.

5. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 7, Subsection 7.1, to read:

   7.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, in accordance with the approved budget line items specified in Exhibit B-1 through Exhibit B-4 Budget Amendment #1.

6. Modify Exhibit B, Method and Conditions Precedent to Payment Section 7, Subsection 7.6, to read:

   7.6 In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DCYFInvoices@dhhs.nh.gov, or invoices may be mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

7. Add Exhibit B-3 Budget Amendment #1, which is attached hereto and incorporated by reference herein.

8. Add Exhibit B-4 Budget Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

4/1/2021
Date

DocuSigned by:
Joseph E. Ribsam, Jr.
AAE4DFB3C08E430...
Name: Joseph E. Ribsam, Jr.
Title: Director

Court Appointed Special Advocates of New Hampshire, Inc.

4/1/2021
Date

DocuSigned by:
Marcia Sink
F98BE17787A4402...
Name: Marcia Sink
Title: President CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/2/2021
Date

DocuSigned by:
D5CA9202E32C4AE...
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Court Appointed Special Advocates of New Hampshire, Inc.

Budget Request for: CASA Training Partnership

Budget Period: 7/1/2021 - 6/30/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 107,504	$ -	$ 107,504	$ 87,346	$ -	$ 87,346	$ 20,158	$ -	$ 20,158
2. Employee Benefits	$ 24,315	$ -	$ 24,315	$ 19,756	$ -	$ 19,756	$ 4,559	$ -	$ 4,559
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 577	$ -	$ 577	$ 469	$ -	$ 469	$ 108	$ -	$ 108
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 3,878	$ -	$ 3,878	$ 3,151	$ -	$ 3,151	$ 727	$ -	$ 727
7. Occupancy	$ -	$ 2,145	$ 2,145	$ -	$ 1,743	$ 1,743	$ -	$ 402	$ 402
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 591	$ -	$ 591	$ 480	$ -	$ 480	$ 111	$ -	$ 111
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 138,866	$ 2,145	$ 139,011	$ 111,203	$ 1,743	$ 112,946	$ 25,663	$ 402	$ 26,065
Indirect As A Percent of Direct		1.6%							

Contractor Initials AKS
Date 4/1/2021

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New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Court Appointed Special Advocates of New Hampshire, Inc.

Budget Request for: CASA Training Partnership

Budget Period: 7/1/2022 - 6/30/2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 107,504	$ -	$ 107,504	$ 87,346	$ -	$ 87,346	$ 20,158	$ -	$ 20,158.00
2. Employee Benefits	$ 24,315	$ -	$ 24,315	$ 19,756	$ -	$ 19,756	$ 4,559	$ -	$ 4,559.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 577	$ -	$ 577	$ 469	$ -	$ 469	$ 108	$ -	$ 108.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 3,878	$ -	$ 3,878	$ 3,151	$ -	$ 3,151	$ 727	$ -	$ 727.00
7. Occupancy	$ -	$ 2,145	$ 2,145	$ -	$ 1,743	$ 1,743	$ -	$ 402	$ 402.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 591	$ -	$ 591	$ 480	$ -	$ 480	$ 111	$ -	$ 111.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 136,866	$ 2,145	$ 139,011	$ 111,203	$ 1,743	$ 112,946	$ 25,663	$ 402	$ 26,065

Indirect As A Percent of Direct 1.6%

Contractor Initials ALS

Date 4/1/2021

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State of New Hampshire

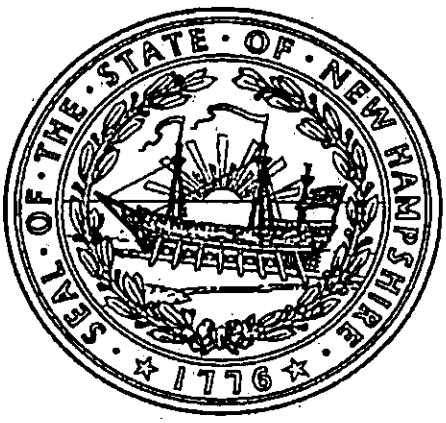
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 19, 1989. 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: **140761**

Certificate Number: **0005315989**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of March A.D. 2021.

William M. Gardner
Secretary of State

Filing History

Back to Home (/online)

Business Name	Business ID
COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.	140761

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0005058459	12/18/2020	12/18/2020	Nonprofit Report	2020
0004767030	01/16/2020	01/16/2020	Annual Report Reminder	N/A
0003188891	11/30/2015	11/30/2015	Nonprofit Report	2015
0000902736	12/30/2010	12/30/2010	Annual Report	2010
0000902735	10/08/2010	10/08/2010	Reminder Letter	N/A
0000902734	04/13/2006	04/13/2006	Reinstatement	2005
0000902733	03/01/2006	03/01/2006	Admin Dissolution/Suspension	N/A
0000902732	06/16/2004	06/16/2004	Amendment	N/A
0000902731	04/18/2000	04/18/2000	Annual Report	2000
0000902730	12/28/1995	12/28/1995	Annual Report	1995
0000902729	07/09/1991	07/09/1991	Change of Officer/Director	N/A
0000902728	03/20/1990	03/20/1990	Annual Report	1990
0000902727	09/26/1989	09/26/1989	Amendment	N/A
0000902726	04/19/1989	04/19/1989	Business Formation	N/A

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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

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CERTIFICATE OF VOTE
Without Seal

I, David Eby, do hereby certify that:

1. I am a duly elected Co-Chair of Court Appointed Special Advocates of New Hampshire, Inc..
   (Corporation Name)
2. Attached are true copies of the resolution duly adopted by vote of the Board of Directors of the Corporation March 18, 2021 which provide:
   (Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its agencies or departments with respect to Title IV-E funds.

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

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

3. The forgoing resolutions have not been amended or revoked, and will remain in full force and effect as of March 18, 2021 through June 30, 2022. Any amendment or revocation of these resolutions will be immediately reported to the Attorney General's Office.

   (Date Contract Signed)

4. Marcia Sink is the duly elected President/CEO/Executive Director
   (Name of Contract Signatory) (Title of Contract Signatory)
   of the Corporation.

3/17/2021
(Signature of the Co-Chair of the Corporation)
DAVID P. EBY

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 17 day of March 2021

By David Eby
(Name of CO-Chair of the Corporation)

(NOTARY SEAL)

Lynn E. Brunelle
(Notary Public/Justice of the Peace)

Commission Expires: LYNN E. BRUNELLE MY COMMISSION EXPIRES SEPT. 20, 2023 NOTARY PUBLIC NEW HAMPSHIRE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2020

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

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

PRODUCER
Eaton & Berube Insurance Agency, LLC
11 Concord St
Nashua NH 03064

CONTACT NAME: Jessica Archambault
PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230
E-MAIL ADDRESS: jarchambault@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	23850
INSURER B : Wesco Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CASAOFN-01
CASA of NH, INC
PO BOX 1327
Manchester NH 03105

COVERAGES **CERTIFICATE NUMBER:** 759419030 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2149017	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2149017	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB727763	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3476492	7/1/2020	7/1/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
New Hampshire Workers' Compensation Policy.
Additional Insured status applies in regards to General Liability when required by a written contract. Waiver of Subrogation applies to General Liability when required by a written contract.
Re: Title IVE Grant - Covering operations of the Named Insured during the policy period.

CERTIFICATE HOLDER

State of NH Department of Health & Human Services
Division for Children, Youth & Families
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marc R Berube

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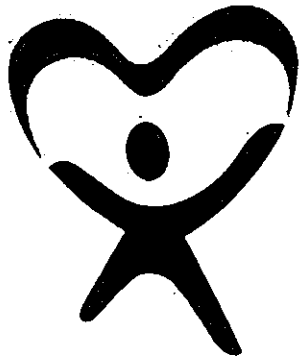

CASA

Court Appointed Special Advocates
FOR CHILDREN

New Hampshire

MISSION STATEMENT

CASA recruits, trains and supervises volunteers to serve as advocates for abused and neglected children in the New Hampshire court system.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

FINANCIAL STATEMENTS

JUNE 30, 2020

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Statement of functional expenses 6

Statement of cash flows 7

Notes to financial statements 8

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HESSION & PARE, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Court Appointed Special Advocates of New Hampshire, Inc.
Manchester, New Hampshire

We have audited the accompanying financial statements of Court Appointed Special Advocates of New Hampshire, Inc. ("CASA") (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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To the Board of Directors
Court Appointed Special Advocates of New Hampshire, Inc.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CASA as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

September 15, 2020

Hesson & Pare PC

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF FINANCIAL POSITION

As of June 30, 2020
(with comparative totals for 2019)

ASSETS

	Without Donor Restrictions	With Donor Restrictions	2020	2019
Assets				
Cash	$ 2,259,700	$ 23,538	$ 2,283,238	$ 897,749
Endowment investments in cash	-	33,836	33,836	50,548
Endowment investments	-	757,057	757,057	681,576
Sponsorship receivable	-	-	-	7,556
Grants receivable	150,357	-	150,357	161,966
Pledges receivable, net	-	579,389	579,389	-
Prepaid expenses	2,380	-	2,380	-
Property and equipment, net	1,103,821	-	1,103,821	1,063,230
Total assets	$ 3,516,258	$ 1,393,820	$ 4,910,078	$ 2,862,625

LIABILITIES AND NET ASSETS

Liabilities				
Accounts payable	$ 92,952	$ -	$ 92,952	$ 49,394
Accrued expenses	152,734	-	152,734	112,696
Notes payable	334,200	-	334,200	-
Total liabilities	579,886	-	579,886	162,090
Commitments (see Notes)				
Net assets				
Without donor restrictions	2,936,372	-	2,936,372	1,964,823
With donor restrictions	-	1,393,820	1,393,820	735,712
Total net assets	2,936,372	1,393,820	4,330,192	2,700,535
Total liabilities and net assets	$ 3,516,258	$ 1,393,820	$ 4,910,078	$ 2,862,625

See notes to financial statements.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2020

	Without Donor Restrictions	With Donor Restrictions	2020
Public support			
Contributions	$ 1,429,668	$ 614,694	$ 2,044,362
Government grants	1,637,976	-	1,637,976
Fundraising events, net of costs of $39,681	196,373	-	196,373
Private grants	279,209	139,450	418,659
Other income	27,556	-	27,556
In-kind donations	25,735	-	25,735
Total public support	3,596,517	754,144	4,350,661
Investment income, net of fees of $7,043	7,515	26,953	34,468
Total public support and investment income	3,604,032	781,097	4,385,129
Net assets released from restrictions			
For satisfaction of program restrictions	122,989	(122,989)	-
Total public support, investment income and net assets released from restrictions	3,727,021	658,108	4,385,129
Expenses			
Program services	2,250,394	-	2,250,394
Supporting activities			
Management and general	201,425	-	201,425
Fundraising	303,653	-	303,653
Total expenses	2,755,472	-	2,755,472
Increase in net assets	971,549	658,108	1,629,657
Net assets, beginning of year	1,964,823	735,712	2,700,535
Net assets, end of year	$ 2,936,372	$ 1,393,820	$ 4,330,192

See notes to financial statements.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2019

	Without Donor Restrictions	With Donor Restrictions	2019
Public support			
Contributions	$ 344,016	$ 42,023	$ 386,039
Government grants	1,340,946	-	1,340,946
Fundraising events, net of costs of $128,851	534,470	-	534,470
Private grants	247,784	2,000	249,784
Other income	25,034	-	25,034
In-kind donations	20,194	-	20,194
Total public support	2,512,444	44,023	2,556,467
Investment income, net of fees of $6,062	5,300	44,135	49,435
Total public support and investment income	2,517,744	88,158	2,605,902
Net assets released from restrictions			
For satisfaction of program restrictions	64,518	(64,518)	-
Total public support, investment income and net assets released from restrictions	2,582,262	23,640	2,605,902
Expenses			
Program services	2,037,990	-	2,037,990
Supporting activities			
Management and general	180,666	-	180,666
Fundraising	276,740	-	276,740
Total expenses	2,495,396	-	2,495,396
Increase in net assets	86,866	23,640	110,506
Net assets, beginning of year	1,877,957	712,072	2,590,029
Net assets, end of year	$ 1,964,823	$ 735,712	$ 2,700,535

See notes to financial statements.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2020
(with comparative totals for 2019)

	Program Services	Management and General	Fundraising	2020	2019
Payroll					
Salaries and wages	$ 1,474,878	$ 132,011	$ 199,010	$ 1,805,899	$ 1,675,219
Payroll taxes	112,021	10,027	15,115	137,163	124,845
Total payroll	1,586,899	142,038	214,125	1,943,062	1,800,064
Other					
Insurance	181,317	16,229	24,466	222,012	199,148
Training	94,497	8,458	12,751	115,706	18,953
Service contracts	64,888	5,808	8,756	79,452	49,540
Office expense	58,556	5,241	7,901	71,698	61,351
Professional fees and contract labor	52,711	4,718	7,112	64,541	94,210
Rent	47,153	4,221	6,363	57,737	48,636
Travel	38,948	3,486	5,255	47,689	57,045
Depreciation	33,909	3,035	4,576	41,520	49,212
Telephone	17,033	1,525	2,298	20,856	19,882
Postage	13,791	1,234	1,861	16,886	16,403
Meals and entertainment	10,473	937	1,413	12,823	4,907
Dues, memberships and subscriptions	10,440	934	1,409	12,783	13,581
Printing	9,425	844	1,272	11,541	8,738
Utilities	8,695	778	1,173	10,646	10,885
Bank fees	8,602	770	1,161	10,533	19,782
Repairs and maintenance	6,642	595	896	8,133	13,689
Gifts and promotions	4,276	383	577	5,236	2,291
Conferences and meetings	2,012	180	271	2,463	5,419
Advertising	127	11	17	155	1,660
Total other	663,495	59,387	89,528	812,410	695,332
Total expenses	$ 2,250,394	$ 201,425	$ 303,653	$ 2,755,472	$ 2,495,396

See notes to financial statements.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2020
(with comparative totals for 2019)

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 1,629,657	$ 110,506
Adjustments to reconcile change in net assets to cash provided by operating activities		
Depreciation	41,520	49,212
Net realized and unrealized (gain) on investments	(7,761)	(22,121)
(Increase) decrease in sponsorships receivable	7,556	(7,556)
(Increase) decrease in grants receivable	11,609	(134,739)
(Increase) in pledges receivable	(579,389)	-
Contributions restricted for long-term investment	(35,305)	(42,023)
(Increase) decrease in prepaid expenses	(2,380)	1,852
Increase in accounts payable and accrued expenses	83,596	16,965
Net cash provided by (used in) operating activities	1,149,103	(27,904)
Cash flows from investing activities		
Decrease (increase) in endowment investments in cash	16,712	(68,278)
Proceeds from sale of investments	157,662	347,744
Purchase of investments	(225,382)	(344,493)
Purchase of property and equipment	(82,111)	-
Net cash used in investing activities	(133,119)	(65,027)
Cash flows from financing activities		
Contributions restricted for long-term investment	35,305	42,023
Borrowings on loan	334,200	-
Net cash provided by financing activities	369,505	42,023
Net increase (decrease) in cash and cash equivalents	1,385,489	(50,908)
Cash and cash equivalents, beginning of year	897,749	948,657
Cash and cash equivalents, end of year	$ 2,283,238	$ 897,749

See notes to financial statements.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

Court Appointed Special Advocates of New Hampshire, Inc. ("CASA") is a non-stock, non-profit corporation organized in New Hampshire. CASA's primary service is training volunteers in New Hampshire to advocate for abused and neglected children in the court system. The major source of revenue is government grant income.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Significant accounting policies

CASA prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for not-for-profit entities. The significant accounting and reporting policies used by CASA are described subsequently to enhance the usefulness and understandability of the financial statements.

Comparative financial information

The financial statements of CASA include certain prior-year summarized comparative information in total. 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 CASA's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Use of estimates and assumptions

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Accordingly, actual results may differ from estimated amounts.

Cash equivalents

For purposes of reporting cash flows, CASA considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. There were no cash equivalents at June 30, 2020.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net assets

The financial statements report net assets and changes in net assets that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Net assets without donor restrictions – Net assets without donor restrictions are resources available to support operations. The only limits on the use of these net assets are the broad limits resulting from the nature of CASA, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Net assets with donor restrictions – Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; CASA must continue to use the resources in accordance with the donor's restrictions.

Investments

CASA carries investments in marketable securities with readily determinable fair values based upon quoted market prices. Unrealized and realized gains and losses are included in the accompanying statement of activities and changes in net assets with investment income. Purchased and gifted securities are recorded at fair value on the date of the acquisition or gift date, net of any brokerage fees. CASA's investments do not have a significant concentration of credit risk within any industry, geographic location or specific location.

Sponsorships receivable

Sponsorships receivable consist of amounts billed to event sponsors for events that have already occurred, but for which amounts have not yet been paid. CASA establishes its allowance for uncollectible accounts based on prior collection experience. It is CASA's policy to charge-off uncollectible accounts receivable when management determines the receivable will not be collected. Management does consider a variety of factors, including risk characteristics of the selected accounts, number of days outstanding and current economic conditions.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Pledges receivable

CASA has launched a capital campaign to generate funds to expand their capacity to meet the emergency faced by our children today from the impact of the opioid epidemic. The campaign was designed to solicit pledges to be paid over time (up to 5 years). Pledges are recorded as net assets with donor restrictions due to the purpose and/or implied time restrictions. The contributions are recorded as revenue at the time the pledges are made. When the purpose and/or time restrictions are met, the time restrictions are released and the amounts are recorded on the statement of activities as net assets released from restrictions.

Property and equipment

Property and equipment are recorded at cost, or in the case of donated assets, at fair value. Items with an individual or aggregate cost of less than $1,000 are expensed in the year of purchase. Maintenance, repairs and minor renewals are expensed as incurred.

The provision for depreciation is made using the straight-line method by annual charges calculated to absorb the costs over the following estimated useful lives:

Buildings and improvements	39 years
Furniture, equipment and software	3-5 years

Contributions and grants

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Contributions restricted by the donor are reported as increases in net assets without donor restrictions if the restriction expires in the fiscal year in which the contributions are recognized. When a restriction expires, donor restricted net assets are reclassified to net assets without donor restrictions.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Donated goods and services

A significant portion of CASA's functions are conducted by unpaid officers, board members and volunteers. The value of this contributed time is not reflected in the accompanying financial statements since it does not meet the criteria necessary for recognition under U.S. GAAP. Donated materials and equipment are reflected as in-kind donations at their estimated fair value at the date of receipt.

Functional allocation of expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the accompanying statement of activities and changes in net assets and in the statement of functional expenses. Accordingly, certain costs have been allocated among program services, supporting activities and fundraising as benefited.

Advertising costs

CASA charges advertising costs to operating expenses as incurred.

Income taxes

CASA is a not-for-profit organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code and is classified as other than a private foundation. However, certain unrelated business income is subject to federal taxation. For the year ended June 30, 2020, there was no liability for tax on unrelated business income. Accordingly, no provision for federal income tax has been recorded in the accompanying financial statements.

CASA is no longer subject to income tax examinations by U.S. Federal or State tax authorities for tax years before 2016.

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COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 3. LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use within one year of June 30 are:

	2020	2019
Financial assets:		
Cash	$ 2,283,238	$ 897,749
Endowment investments in cash	33,836	50,548
Endowment investments	757,057	681,576
Sponsorship receivable	-	7,556
Grants receivable	150,357	161,966
Pledges receivable	579,389	-
Total financial assets	3,803,877	1,799,395
Less financial assets held to meet donor-imposed restrictions:		
Purpose-restricted net assets	(21,178)	(4,717)
Pledges receivable	(579,389)	-
Donor-restricted endowment funds	(790,893)	(732,124)
Amount available for general expenditures within one year	$ 2,412,417	$ 1,062,554

CASA's endowment funds consist of donor-restricted endowments. Income from donor-restricted endowments is available for general use and could be made available if necessary. Donor-restricted endowment funds are not available for general expenditure.

Note 4. INVESTMENTS AND FAIR VALUE MEASUREMENT

The FASB defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in CASA'S principal or most advantageous market in an orderly transaction between market participants on the measurement date.

The standard establishes a fair value hierarchy which requires CASA to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that CASA has the ability to access as of the measurement date.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 4. INVESTMENTS AND FAIR VALUE MEASUREMENT (continued)

Level 2: Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect CASA's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy.

Investments measured at fair value at June 30 are summarized below:

June 30, 2020	Fair Value	(Level 1)	(Level 2)	(Level 3)
Valued on a recurring basis				
Investment cash	$ 33,836	$ 33,836	$ -	$ -
US equities	380,155	380,155	-	-
International equities	53,559	53,559	-	-
Fixed income	306,990	-	306,990	-
Other investments	16,353	16,353	-	-
Total investments	$ 790,893	$ 483,903	$ 306,990	$ -

June 30, 2019	Fair Value	(Level 1)	(Level 2)	(Level 3)
Valued on a recurring basis				
Investment cash	$ 50,548	$ 50,548	$ -	$ -
US equities	304,988	304,988	-	-
International equities	50,710	50,710	-	-
Fixed income	312,814	-	312,814	-
Other investments	13,064	13,064	-	-
Total investments	$ 732,124	$ 419,310	$ 312,814	$ -

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COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 4. INVESTMENTS AND FAIR VALUE MEASUREMENT (concluded)

Fair values for investments are determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of pledges receivable is estimated at net realizable value. The fair value of Level 2 investments has been measured using quoted market prices of similar assets and the fair value market approach.

Generally accepted accounting principles require disclosure of an estimate of fair value of certain financial instruments. CASA's significant financial instruments are cash and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

Note 5. PLEDGES RECEIVABLE

Pledges receivable were as follows at June 30:

	2020	2019
Promises to give expected to be collected in		
Less than one year	$ 329,868	$ -
One to five years	296,067	-
	625,935	-
Less discount to present value	(15,249)	-
Less allowance for uncollectible pledges	(31,297)	-
Net pledges receivable	$ 579,389	$ -

Pledges receivable are reported at their fair value, which is estimated as the present value of expected future cash inflows on a non-recurring basis. At June 30, 2020, a discount rate of 3.0% was considered to determine net present value. As discussed in Note 3, the valuation technique used by CASA is a level 3 measure because there are no observable market transactions.

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COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 6. PROPERTY AND EQUIPMENT

Property and equipment are stated at cost and were as follows at June 30:

	2020	2019
Buildings and improvements	$ 1,394,343	$ 1,394,343
Furniture, equipment and software	258,205	176,094
	1,652,548	1,570,437
Less accumulated depreciation	548,727	507,207
Property and equipment, net	$ 1,103,821	$ 1,063,230

Note 7. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes or periods at June 30:

	2020	2019
Time		
Portion of perpetual endowment funds subject to time restriction under the Uniform Prudent Management of Institutional Funds Act (UPMIFA)	$ 190,440	$ 163,487
Pledges receivable	579,389	-
Restricted for		
Computer upgrades	18,461	-
Gift cards	-	2,000
Generator	2,717	2,717
Endowment restricted in perpetuity	602,813	567,508
Total	$ 1,393,820	$ 735,712

Note 8. ENDOWMENT FUNDS AND NET ASSETS

CASA adheres to the Other Presentation Matters section of the Presentation of Financial Statements for Not-for-Profit Organizations in accordance with U.S. GAAP. U.S. GAAP provides guidance on the net asset classification of donor-restricted endowment funds for a non-profit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). U.S. GAAP also requires additional disclosures about an organization's endowment

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 8. ENDOWMENT FUNDS AND NET ASSETS (continued)

funds (both donor-restricted endowment funds and board-designated endowment funds), whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. CASA adopted these provisions for the year ended June 30, 2009.

CASA's endowment is comprised of five named funds and includes donor-restricted endowment funds. As required by GAAP, net assets associated with endowment funds, including any funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of CASA has interpreted UPMIFA as allowing CASA to appropriate for expenditure or accumulate as much of an endowment fund as CASA determines to be prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift instrument.

The original gift is defined by CASA as (a) the original value of gifts donated to the donor-restricted endowment, (b) the original value of any subsequent gifts to donor-restricted endowment, and (c) accumulations to donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

Investment Return Objectives, Risk Parameters and Strategies

CASA has adopted an investment policy, approved by the Board of Directors, to create a balanced portfolio among several asset classes managing moderate levels of return with moderate levels of risk, while exceeding long-term inflation. Given CASA has no immediate intention of appropriating any assets for expenditure, there is currently no spending policy in place for the year ended June 30, 2020. However, management is currently in the process of establishing a spending policy that will be in accordance with UPMIFA. During this process, CASA will consider the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of CASA and (7) the investment policies of CASA.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 8. ENDOWMENT FUNDS AND NET ASSETS (continued)

Endowment net assets composition by type of fund were as follows:

June 30, 2020	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 790,893	$ 790,893

June 30, 2019	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 732,124	$ 732,124

Endowment net assets were as follows:

June 30, 2020	Without Donor Restrictions	With Donor Restrictions	Total
Investments, beginning of year	$ -	$ 732,124	$ 732,124
Net investment income	-	19,193	19,193
Unrealized gain	-	17,011	17,011
Realized (loss)	-	(9,250)	(9,250)
Total investment return	-	26,954	26,954
Contributions	-	31,815	31,815
Investments, end of year	$ -	$ 790,893	$ 790,893

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 8. ENDOWMENT FUNDS AND NET ASSETS (concluded)

June 30, 2019	Without Donor Restrictions	With Donor Restrictions	Total
Investments, beginning of year	$ -	$ 644,976	$ 644,976
Net investment income	-	22,014	22,014
Unrealized gain	-	23,914	23,914
Realized (loss)	-	(1,793)	(1,793)
Total investment return	-	44,135	44,135
Contributions	-	43,013	43,013
Investments, end of year	$ -	$ 732,124	$ 732,124

In a prior year, CASA created a donor-restricted endowment fund named in memory of one of CASA's strongest supporters, Mr. John Zahr. While the endowment principal will be permanently invested, the income from the endowment may be used to support the general operations of CASA, unless otherwise stated by the donor. Through the donor-restricted endowment fund, donors who feel compelled to leave a legacy gift or otherwise invest in CASA's future will now have that opportunity.

Note 9. NOTES PAYABLE

On April 13, 2020, CASA was granted a loan from St. Mary's Bank in the amount of $334,200 through the Paycheck Protection Program ("PPP") under Division A, Title I of the CARES Act, which was enacted March 27, 2020. The loan matures on April 13, 2020 and bears interest at a rate of 1% per annum, payable monthly, commencing on November 13, 2020. Funds from the loan may only be used for payroll costs, costs used to continue group health care benefits, rent, and utilities. CASA intends to use the entire loan amount for qualifying expenses. Under the terms of the PPP, certain amounts of the loan may be forgiven if they are used for qualifying expenses as described in the CARES Act.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 10. CONCENTRATION OF CREDIT RISK

CASA maintains its cash at various institutions insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor at each financial institution. At June 30, 2020, CASA's uninsured cash balance at one financial institution totaled $1,533,065.

Note 11. OPERATING LEASE COMMITMENTS

CASA has operating lease agreements for various office space in Laconia, Dover Claremont, Berlin and Keene, New Hampshire. These lease agreements require monthly rental payments ranging from approximately $400 to $1,900 and expire between October 2020 and August 2024.

There is currently no rent requirement other than utilities for CASA's Colebrook office.

The estimated fair value of the monthly rental for these spaces was $7,800.

Minimum future commitments under non-cancelable operating leases are as follows:

Year ending June 30,	Amount
2021	$ 24,532
2022	22,800
2023	22,800
2024	22,800
2025	3,800
Total	$ 96,732

For the years ended June 30, 2020 and 2019, rent expense was $57,736 and $48,636, respectively.

Note 12. RETIREMENT PLAN

CASA has a defined contribution plan covering all eligible employees. CASA makes no contributions to the plan, but employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code.

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COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 13. SUBSEQUENT EVENTS

CASA has evaluated subsequent events through September 15, 2020, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2020.

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CASA of NH Board of Directors – 2020/2021

Amy Coveno – Co-Chairman
WMUR TV, ABC-9 (w)
[redacted]

David Eby- Co-Chairman
Devine Millimet (w)
[redacted]

Kathleen Thomas
Crescent Wealth Partners (w)
[redacted]

John Zahr - Secretary
GYK Antler (w)
[redacted]

Evelyn Aissa
National Education Policy Center &
Partnership for the Future of Learning (w)
[redacted]

Adele Boufford Baker
[redacted]

Judy Bergeron
MTS Services (w)
[redacted]
198 Islington Street, #14, Portsmouth, NH 03801(h)

Michael Burns
CGI Business Solutions (w)
[redacted]

Sue Chollet
[redacted]

Elsy Cipriani
International Institute of New England (w)
[redacted]

Sabrina Dunlap
Anthem Blue Cross Blue Shield (w)
[redacted]

Nick Giacoumakis
New England Investment & Retirement Group, Inc. (w)
[redacted]

Chief David Goldstein
Franklin, NH Police Department (w)
[redacted]

Terry Heinzmann
[redacted]

Ellen Koenig
New Hampshire Women's Foundation
& Nonprofit Consultant (w) & (h)
[redacted]

Marcia (Marty) Sink- President/CEO-Staff Only
CASA of NH (w)
P.O. Box 1327, Manchester
NH 03105-1327
(w) 626-4600 (c) 785-4603
m_sink@casanh.org
[redacted]

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Betsy Paine- Staff Attorney-Staff Only
CASA of NH (w)
P.O. Box 1327, Manchester
NH 03105-1327
(w) 626-4600 (c) 568-7129
bpaine@casanh.org
219 Main Street, P.O. Box 126, Andover, NH 03216 (h)

CASA Contact Information
138 Coolidge Avenue
Manchester, NH 03102
Toll-free telephone: 800-626-0622
603-626-4600 (f) 603-623-6362
General Delivery Email – speakup@casanh.org
Website: www.casanh.org

Key for abbreviations:
(h) = home details
(w) = work details

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BERNADETTE M. PLANTE

OBJECTIVE

To obtain a challenging full or part time position within the educational, childcare, or social services field that will fully utilize my diverse knowledge, education, and experience.

PROFESSIONAL PROFILE

Guardian Ad Litem, Court Appointed Special Advocate

- Excellent knowledge of Juvenile Court/Child Welfare System.
- Assisted in development of organizational policies for Guardian Ad Litems & Staff.
- Represented organization at both state and local level.
- Supervision and Training of professional development of staff.
- Member of the Senior Management Team.
- Up-to-date on current industry trends with staff recruiting and development experience.
- Proven track record for providing quality client assessment, counseling, and referrals.
- Experience in networking with local/state agencies and grant writing.
- Ability to work productively both independently or as a cooperative team member.
- Solid background in designing/implementing new behavioral and vocational programs

Parent Child Mediation, City of Nashua, NH

WORK HISTORY

CASA (COURT APPOINTED SPECIAL ADVOCATE) OF NEW HAMPSHIRE (2001 - Present)

Senior CASA Supervisor (2008-Present)

- Court Diversion Program (2007-2009)
- Supervised Staff Supervisors in Colebrook, Berlin, Plymouth, Manchester and Nashua District and Family Courts to ensure effective service delivery to abused and neglected children.
- Acted as a liaison to all North Country, Lakes Region, Manchester and Nashua local offices of the Division of Children, Young and Families (DCYF).
- Developed and provided training standards for both Staff, Volunteers and Guardian Ad Litems.
- Conducted performance evaluations of Staff.
- Valuable Professional of the Senior Management Team.

Supervisor of Guardian Ad Litems (2001-2008)

- Recruited, screened, trained and supervised CASA Guardian Ad Litem Volunteers, providing 40 hour intensive training.
- Responsible for matching case's to appropriate Volunteer (all cases are abuse and neglect petitions filed through either District or Family Court).
- Co-managed all cases with volunteer, maintaining monthly supervision data in CASA database, provided data quarterly, or as needed, to Executive Director
- Ensured all Court Reports prepared by CASA/GAL are typed, edited, reproduced and delivered with the statutory time frames to court and all relevant parties.
- Acted as a liaison to Court Personnel.

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NASHUA PASTORAL CARE CENTER INC, Nashua, NH (1996 -2001)

Emergency Assistance Outreach Director (1998 - 2001)

- Continuously handled a high-risk caseload, managed Annual Grants, and prepared statistical information for the United Way.
- Assisted in résumé writing and preparation for non-skilled working population.
- Developed job opportunities for professional, skilled, and non-skilled clientele.
- Represented organization as a public speaker at public relations events and fund-raisers.
- Managed 200 volunteers and coordinated annual Christmas Program, which served over 680 families.

Case Manager (1996 - 1998)

- Managed high-risk caseload working with women in recovery from addictions.
- Co-facilitated bi-weekly support group for women to empower and assist with integration into the community.
- Co-facilitated weekly parenting group for women in recovery.
- Facilitated educational, housing, and individual plans to become non-recipients of welfare.
- Developed close working relationships with educational personnel from local colleges, the City, and Welfare Department.
- Maintained up-to-date on local and state changes pertaining to welfare reform.

BIG BROTHERS/BIG SISTERS OF GREATER NASHUA, Nashua, NH (1996 - 1997)

Case Worker

- Handled caseload of 25 families and recruited/trained volunteers.
- Assisted in major fundraising projects and writing press releases.
- Provided sexual abuse prevention training to children, parents, and volunteers.
- Interviewed and screened adults and children for program eligibility.
- Aided in providing support groups for parents and volunteers, addressing parenting issues of elementary aged children to teenagers.
- Researched potential grant possibilities and represented organization at public speaking engagements.

EDUCATION

MELTON MOWBRY COLLEGE, Leicester, England

B.S. Degree Equivalent in Social Work & Child Welfare with additional post graduate study.

CONTINUING EDUCATION

NH Attorney General's Task Force Conference on Child Abuse & Neglect
PSNH Conference on Electric Utility Service for Low-income Families
Nurturing Families through Recovery, Coalition on Addiction, Pregnancy & Parenting
Intake & Assessment; Division of Children, Youth & Families
Working with Chronically Mentally Ill Patients, Manchester Mental Health
Juvenile Court Process; Div of Children, Youth & Families
Working with Sexually Abused Children; Division of Children, Youth & Families
Fetal Alcohol Syndrome, Rivier College, Nashua, NH
Dynamics of Child Abuse and Neglect within the Family; Division of Children, Youth & Families
Cultural Awareness, Rivier College, Nashua, NH
Assessment & Case Planning, Big Brothers/Big Sisters of America
Physical & Psychological Adolescent Changes
Mediating Divorce, Child Parent Mediation
Dealing with Domestic Violence
Community Conference; Division of Children, Youth & Families

REFERENCES ARE AVAILABLE ON REQUEST

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Diane M. Valladares [redacted]

EXPERIENCE

CASA of NH, Manchester, NH
November 2002 - Present
Training and Recruitment Coordinator for statewide non-profit volunteer guardian ad litem program, representing abused and neglected children in the NH court system. Recruit, screen and interview candidates to serve child clients, set training schedule, coordinate speakers. Increased retention of volunteers by 100% during my first year through monthly newsletters and educational conferences for volunteers. Daily tasks include maintenance of two volunteer databases (COMET and Gift Maker Pro), application processing, follow-up of volunteer inquiries, interview and class scheduling. Monthly budget and application reports for staff and Board, as well as press releases. Publish yearly calendar and business directory, as well as recruitment and retention materials. Maintain and update training manual for volunteers. Plan and execute two major volunteer events per year.

WHITNEY LAW OFFICES, Nashua, NH
January 2001 -June 2002
Paralegal Assistant for private law practice specializing in family, real estate, personal injury, bankruptcy and criminal law. Responsibilities included screening clients, maintaining calendar, case maintenance, research, interaction with court officers, client correspondence, billing, handling phones and mail.

DESIGNWARES, 206 Main Street, Nashua, NH, 03060
August 2000 - Present
Sales Consultant for upscale retail artisan boutique. Responsibilities include customer service inventory control, purchasing, maintaining mailing list database, merchandising Currently work almost exclusively on maintaining the customer database for sales promotions.

BICENTENNIAL ELEMENTARY SCHOOL, Nashua, NH
September 1996 -June 1999
Educator, Grade 4. Created and implemented educational plans for heterogeneously grouped, inclusionary classes utilizing reading and writing workshop approach to integrated language arts, hands-on science and mathematics, and a class meeting approach to solving issues and problems. Served as PTO liaison.

CHARLOTTE AVENUE / BICENTENNIAL ELEMENTARY SCHOOL, Nashua, NH
September 1991 - January 1996
Special Education Paraprofessional Modified assignments and gave academic support within the classroom to students on individual education plans at the fifth and sixth grade level. Provided one-on-one, small group and whole class instruction. Administered various assessments (Woodcock-Johnson, K-TEA, TOWL) to individual students.

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EDUCATION: Rivier College, Nashua, NH, 1996 B.A. Elementary Education
The Berkeley School, White Plains, NY - 1979, Secretarial Diploma

PROFESSIONAL AFFILIATIONS: Nashua College Club, Vice President
CASA of NH - Guardian ad Litem
NH Notary Public and Justice of the Peace

REFERENCES: Excellent references available on request.

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Elizabeth Paine

EDUCATION

University of Maine School of Law — **1989**
JURIS DOCTOR — Portland, Maine

Williams College — **1985**
BACHELOR OF ARTS — Williamstown, Massachusetts
Major: History of Ideas

Swarthmore College — Swarthmore, Pennsylvania **1981-1982**

American Institute of Foreign Study — Evian, France **1980 - 1981**

LEGAL WORK EXPERIENCE

Senior Staff Attorney — **2014-present**
CASA OF NH, In-House Counsel for Non-profit Court Appointed Special Advocate Program.

OVW Court Training Grant Project Director — **2013- 2014**
OVW Court Training and Improvement Grant manager, Chair of Steering Committee, grant management and oversight.

New Hampshire Circuit Court Domestic Violence Specialist — **1999- 2014**
Violence Against Women Act (VAWA) grant funded position with the Administrative Office of the Court and Circuit Court. Duties include: serving as the VAWA Point of Contact for the Court System; grant writing, managing the Court's VAWA Project; revising statewide protocols for domestic violence; training for judges and staff on use of the protocols and forms; working with Court staff and representatives of Department of Safety on the design, and implementation, of the Protective Order Phase of J-ONE; serving as liaison between Office of the Administrative Judge and Governor's Commission Against Domestic and Sexual Violence; oversight of Circuit Court Domestic Violence Data Warehouse Project; work with Protective Order Registry contacts at the state and federal level; Project Coordinator COSCA grant for Criminal Bail Order creation, former member of the "Greenbook Project " Court Team.

Project Consultant — **1997- 1999**
NEW HAMPSHIRE DISTRICT COURT DOMESTIC VIOLENCE DATA COLLECTION PROJECT
Duties include coordination and supervision of Court based data collection project funded by the State Justice Institute. Responsible for grant writing, project funding and administration.

STATEWIDE COORDINATOR
NEW HAMPSHIRE DISTRICT COURT DOMESTIC VIOLENCE COORDINATING COUNCIL PROJECT — **1994-1997**
Duties included acting as policy liaison between local volunteer councils, the New Hampshire District courts, the N.H.Governor's Commission on Domestic Violence, and state funding sources under the Violence Against Women Act. Responsible for grant writing and project funding.

Attorney — **December 1996 - June 1997**
LAW OFFICE OF WILLIAM D. PAINE II P.A. — North Conway N.H.
Oversight of office closure and wind up of the solo law practice
of the late William D. Paine, II

Assistant County Attorney — **March 1991- June 1994**
MERRIMACK COUNTY ATTORNEY'S OFFICE — Concord,N.H.
Special Prosecutor for Child Abuse and Sexual Assault: March 1991- July 1993.
General Felony Prosecution from July 1993 - June 1994.

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Associate Attorney — **July 1990- March 1991**
LAW OFFICE OF WILLIAM D. PAINE II P.A. — North Conway, N.H.
General Practice

Law Clerk — **September 1989-May 1990**
WESCOTT MILLHAM & DYER — Laconia, N.H.
General Practice

Intern Cumberland County Attorney's Office — **1988-89**
Prosecuted misdemeanor and traffic offenses in District Court — Portland, Maine

CASA Court Appointed Special Advocate — **1987-1989**
Cumberland County Superior Court, Cumberland, Maine

BAR ADMISSIONS

State of New Hampshire 1990
State of Maine 1990
New Hampshire Federal District Court 1991

PROFESSIONAL COMMITTEES AND COMMUNITY INVOLVEMENT

N.H. **Guardian Ad Litem Board** — **2014-present**

New Hampshire Governor's Commission on Domestic Violence — **1995- 2014**
Executive Committee Member, Public Education Committee- Chair 1999- 2002,
Domestic Violence Fatality Review Committee 1999-present, Chair 2010-present,
Conference Planning Committee, Protocol Committee,
Former member of the Supervised Visitation Committee,
Member of Attorney General's Task Force on Visitation, 2013- present.

Interagency Coordinating Council for Women Offenders — **2006- 2014**
Vice Chair, Hiring Committee for Administrator of Women Offenders

Andover School District Moderator — **2013-present**

Endowment For Health — **2017-present**
Board of Directors

New Hampshire Public Radio — **2017-present**
Board of Directors

Northern Forest Canoe Trail
Board of Directors — **2013-2016**
Search Committee new Executive Director

New Futures, Board of Directors, Chair 2011-2013
Search Committee for new Executive Director — **2007-2013**
Policy and Advocacy Committee, 2007-2010

Andover Beacon
Board of Directors — **2008-2013**

New Hampshire Supreme Court
Commission on the Status of the Legal Profession — **2005-2007**

New Hampshire Commission on the Status of Women — **2001-2007**
Vice Chair 2005-2007, Legislative Committee,
Women's Prison Project, contributor -The Legal Handbook for Women

New Hampshire Charitable Foundation
North Country Region Advisory Board **1996-2007**
Incorporator, Director, Chair

Leadership New Hampshire **2003-2004**

Plymouth Domestic Violence Coordinating Council **1994-1996**

New Hampshire Coalition Against Domestic and Sexual Violence **1994-1996**
Board Member, Legislative Committee

New Hampshire Bar Association **1992-1994**
Committee on Gender Equality

TEACHING EXPERIENCE

Police Standards and Training Council **2007**

New Hampshire Bar Association DOVE Project **1996**

University of New Hampshire Paralegal Certificate Program- Civil Procedure **1993**

TASIS Cyprus, American History **1985**

RELATED TRAINING

Circuit Court Judges Training June, 2014
Presenter: Domestic Violence Data 2013

Partnering For a Future without Violence June, 2014
Presenter: Civil Protection Orders and Criminal Protection Orders:
How they work and how are they different

Circuit Court Judges Training
Presenter- Red Flags in Domestic Violence Homicides November, 2013

AmeriCorps Advocate Training November, 2013
Faculty- Full Faith and Credit and Court Domestic Violence Protocols

New Hampshire General Court September, 2013
Presenter- Domestic Violence Fatality Review Data Report

Partnering for a Future Without Violence June, 2013
Presenter: Civil Protection Orders and Criminal Protection Orders:
How they work and how are they different?
Presenter: Domestic Violence and Stalking 101;
Presenter: Firearms and Domestic Violence Law in New Hampshire.

Department of Safety: Firearms Return in Criminal cases April, 2013

New Hampshire Circuit Court September, 2012
Presenter: Criminal Bail Orders

New Hampshire 18th Annual Statewide Conference On Domestic and Sexual Violence June , 2012
Co- presenter: Domestic Violence Data
Co-Presenter: Firearms and Domestic Violence Laws in New Hampshire
Moderator: Labarre Fatality Review Workshop
Moderator: Panel on Unequal Treatment

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Circuit Court Clerks Meeting September, 2011
Presenter- The Protective Order Registry

New Hampshire Seventeenth Annual Statewide Conference on Domestic and Sexual Violence
Faculty- Civil Protective Orders and Criminal Protective Orders: How do they work and How are they different? June, 2011

New Hampshire Seventeenth Annual Statewide Conference on Domestic and Sexual Violence
Faculty- The Protective Order Registry June, 2011

New Hampshire Seventeenth Annual Statewide Conference on Domestic and Sexual Violence
Faculty- Domestic Violence Fatality Review Workshop June, 2011

New Hampshire District Court Judges Conference
Presenter-Qualifying Misdemeanor Crimes of Domestic Violence January, 2011

Conference of State Court Administrators, New Orleans, LA November, 2010
Presenter- VAWA Point of Contact in the Courts,

Strengthening Firearms Protections: Improving the System-wide responses July, 2010
National Network to End Domestic Violence. Baltimore MD.

New Hampshire Fifteenth Annual Statewide Conference on Domestic and Sexual Violence May 2009
Faculty- Full Faith and Credit and Criminal Bail Protective Orders

AmeriCorps Victim Advocate Training January, 2009
Faculty- Full Faith and Credit and Court Domestic Violence Protocols

New Hampshire Department of Safety Agency, Terminal Coordinators Conference,
Faculty- Criminal Bail Protective Orders November 2008

Regional Training for Family Division Clerks on Domestic Violence February- March 2008
Co-*Presenter*- Domestic violence refresher taught with NHCADSV staff

Training for New Hampshire Coalition Against Domestic Sexual Violence PMC December 2007
Presenter-Domestic Violence and Stalking Forms Revisions and Project Passport

New Hampshire Thirteenth Annual Statewide Conference on Domestic and Sexual Violence
Faculty- Revisions of NH's Civil Protective Order Forms, Extending Project Passport. June 2007

Covering the Nation: Extending Project Passport Northeast/Great Lakes Meeting
National Center for State Courts, Boston MA.
Faculty March 2007

Domestic Violence and Firearms: A National Summit on Community Safety
New Hampshire State Team member September 2006

New Hampshire Tenth Annual Statewide Conference on Domestic and Sexual Violence
Faculty- presented on the New Hampshire Domestic Violence Registry June 2004

New Hampshire Seventh Annual Statewide Conference on Domestic and Sexual Violence
Faculty – presented on Grafton County Greenbook Project June 2001

STOP TA Fatality Review Conference November 2000
Faculty-presented panel on Media and Fatality Review Teams

New Hamspshire Fourth Annual Statewide Conference on Family Violence June 1998
Faculty -presented workshop on SJI Domestic Violence Data Collection Project

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New Hampshire's Third Statewide Conference on Family Violence — June 1997
Faculty and Conference Committee Member

Association of Family and Conciliation Courts Facing Up to the Complexities of Family Violence: NO SIMPLE SOLUTIONS. Boston, Massachusetts — September 1996

Presented and facilitated workshops on New Hampshire's Domestic Violence Protocol Keene, Hampton, Berlin and Plymouth, N.H. — May- June 1996

Domestic Violence and Sexual Assault and the Legal System: A Conference for For Victim Advocates — May 1996
Faculty- Conducted a workshop on Domestic Violence and the District Court Protocol

STOP Violence Against Women Grantees Conference, Washington D.C. — July 1995
One of three Representatives from New Hampshire

New Hampshire's Second Statewide Conference on Family Violence, — March 1995
Conference Co-chair.

Facilitated workshops on the Violence Against Women Act conducted by Bonnie Campbell.
Moderator for a panel on weapons and VAWA. — March, 1995

National Council of Juvenile and Family Court Judges Workshop on Coordinating Councils.
San Jose, California
Faculty. Presented on data collection efforts in New Hampshire — February 1995

New Hampshire First Statewide Conference on Family Violence — May 1994
Waterville Valley, N.H.
Conference Committee

Career Prosecutor's Course. National College of District Attorneys' Houston, Texas. — June 1993

Courts and Communities: Confronting Violence in the Family.
The National Council of Juvenile and Family Court Judges.
Member of New Hampshire State Team — March 1993

Office of Juvenile Justice and Delinquency Prevention — April and December 1992
Training in Child Abuse Investigation and Exploitation

National Center for Prosecution of Child Abuse. Basic Training for Child Abuse Prosecutors
Hartford, Connecticut — June 1991

Abuse and Victimization in Life Span Perspective,
Harvard Medical School & Children's Hospital, Boston, Massachusetts — April 1991

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Jonelle Gaffney
[redacted]

Objective To obtain full time employment that would allow me the opportunity to continue to work with families and children in the social service spectrum by helping to assist in providing services to families in need.

Education **Southern New Hampshire University - Manchester, New Hampshire**
Bachelor of Arts in Psychology
Minor in Sociology, 2000-2004
Graduated Cum Laude

2002-2004: Treasurer of the National Honor Society for Psychology (PSI CHI)

Professional Experience

CASA of NH, Manchester, NH
(October 2009 to Present)
CASA Guardian Ad Litem Supervisor-Program Director

- Responsible for the recruitment, training, and on-going supervision of volunteer guardian ad litems assigned to abused and neglected children in the court system.

Devereux Florida, Orlando, FL
(October 2008-September 2009)
Family Case Manager-Specialized Medical Unit

- Identified needs of and provided direct care services to families in meeting the specialized needs of medically involved or medically fragile children within the child welfare system
- Developed, implemented, and monitored family case plans and provided families with the necessary skills and motivation in order to meet the goals of the case plan to ensure child safety and well-being
- Determined the need for child removal, continued services, or termination of services based upon an expert child safety assessment
- Empowered and promoted self sufficiency of clients
- Wrote documents for the Court; including Shelter Petitions, Predisposition Reports, Judicial Reviews, Status Reports, and Case Plans
- Provided testimony to the Court and served as a liaison between the Department of Children and Families and the Court
- Provided clients with services, such as daycare and other referrals to community agencies for counseling and financial assistance
- Facilitated multi-disciplinary meetings to collaborate on ideas and suggestions to help families successfully meet the needs of their children
- Attended meetings with the legal department, foster care department, and the child protection team to make informed decisions regarding child safety and permanency planning
- Acted as a mentor to other workers within the service center

Devereux Florida, Orlando, FL
(June 2007-October 2008) Family
Case Manager

- Provided direct care services to families where some indicators of abuse, abandonment, or neglect issues have been identified
- Developed, implement, and monitored family case plans
- Determined the need for child removal, continued services, or termination of services based upon an expert child

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safety assessment
- Empowered and promoted self sufficiency of clients
- Wrote documents for the Court; including Shelter Petitions, Predisposition Reports, Judicial Reviews, Status Reports, and Case Plans
- Provided testimony to the Court and served as a liaison between the Department of Children and Families and the Court
- Provided clients with services, such as lower cost daycare and other referrals to community agencies for counseling and financial assistance.

- Attended meetings with the legal department, foster care department, and the child protection team to make informed decisions regarding child safety and permanency planning

Key Program, Inc., Methuen, MA
(September 2006-June 2007)
Assistant Program Supervisor

- Assisted the program supervisor in managing residential facility, including staff supervision and ensuring clients' treatment goals and needs are being met. Monitor program organization, client files, scheduling, and general program maintenance
- Utilized techniques from the Crisis Prevention and Intervention Institute to facilitate the de-escalation of clients who are in crisis
- Provided twenty-four hour on call support to residential caseworkers in ensuring clients' and staff's safety
- Utilized the Situational Leadership Model in providing formal and informal supervision to direct care staff with regards to their performance and professional development
- Facilitated client referrals, intakes, and discharge meetings

Key Program Inc., Methuen, MA
(May 2004-September 2006)
Residential Caseworker

- Supervised children (aged 12-18) in a residential setting on achieving their treatment plan goals, documenting their stay, managing behavioral problems, implementing consequences, and helping clients develop positive social skills and life skills
- Worked directly with families of various ethnicities and backgrounds to understand the families different needs
- CPR, First Aid, and CPI Certified
- Attended multiple trainings focusing on family works, juvenile justice, 51A reporting, common diagnosis (bi-polar, multiple personality disorder, ADHD, and schizophrenia

Specialized Trainings and/or Certifications

- Certified Family Services Counselor (March 2008)
- Specific trainings as they relate to the following: Health and Information and Accountability Act (HIPAA), Code of Ethics, Medical Neglect, Child Abuse Prevention, Early Childhood Trauma, Domestic Violence, Supervising Visits for Sexually Abused Children, Educational Trainings, Drug Abuse, and other various trainings as they relate to the field of child welfare.

References available upon request

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Kelly Smith, LICSW
[redacted]

[redacted]

MSW Social Work
University of Kentucky, 1990

BA Psychology
Hanover College, 1986

NH License, LICSW #1179

PROFESSIONAL EXPERIENCE:

CASA, NEW HAMPSHIRE
Director of Training, March 2016-present

PRIVATE PRACTICE, CONCORD, NH
Therapist and Consultant, November 2003 - present

- Individual and family therapy specializing in trauma, loss, and attachment with foster and adoptive children and families
- Curriculum development and teaching adoption concepts to pre-adoptive parents
- *Consultation to NH Court Improvement Project* regarding permanency planning, best practice and Model Court protocols
- *Clinical consultant for a NH adoption law firm (James Bianco, Assoc.)*
- Travel with adoptive families to their adoptive child's homeland (includes China, Guatemala, Peru, Paraguay, and Ethiopia)
- Consultation to school districts regarding special education programming for foster and adoptive children
- *Clinical Consultant for NH Court Appointed Special Advocates (CASA)*, including clinical consultation and training to staff and volunteers
- *Clinical Consultant for Dartmouth College*, Department of Psychiatry-Trauma Research Center

CASEY FAMILY SERVICES, CONCORD, NH
Supervisor, March 1995 – November 2003

- Program development and clinical supervision of a post adoption program
- Collaboration and training for professionals in the areas of attachment and trauma
- Technical assistance to state as well as private, non-profit organizations on program development, clinical intervention, and permanency planning

HANNAH NEIL CENTER FOR CHILDREN, COLUMBUS, OHIO
Director, 1992-1995

- Director of a partial hospital program within a comprehensive mental health continuum for children, adolescents, and families.
- Clinical supervision of 25 therapists;
- Direct fiscal planning and management of a $2 million budget
- Program development to meet treatment and community needs
- Coordination, training and supervision of student interns and work study students
- Coordinator of continued quality improvement program which included the collection and analysis of statistical data related to peer review, quality assurance and utilization review.

Awarded Therapist of the Year by Governor Hassan and NAMI

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Top 5 Key Personnel				
CASA of NH				
2022-2023				
Name	Job title	Salary	% Paid from this contract	Amount Paid from this Contract
Elizabeth Paine	Staff Attorney	$77,327.00	2%	$290.00
Bernadette Melton-Plante	Senior Program Manager	$70,000.00	1%	$131.00
Diane M. Valladares	State Wide Training & Recruitment Director	$70,000.00	28%	$3,675.00
Jonelle Gaffney	Senior Program Manager	$62,000.00	1%	$116.00
Kelly Smith	Training Director	$49,748.00	69%	$6,436.00
		$329,075.00		$10,648.00

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 1, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Children, Youth and Families, to enter into a **sole source** agreement with Court Appointed Special Advocates of New Hampshire, Inc. (Vendor #156690), 138 Coolidge Avenue, Manchester, New Hampshire 03105, to provide a statewide training program and education opportunities for court appointed special advocates and guardians ad litem, in an amount not to exceed $56,744, effective upon Governor and Executive Council approval through June 30, 2021. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2020 and State Fiscal Year 2021, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, without Governor and Executive Council approval, if needed and justified.

05-95-42-421010-29600000 HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, ORG'L LEARNING & QUALITY IMPRVMT

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2020	066-500543	Employee Training	42106015	$28,372
2021	066-500543	Employee Training	42106015	$28,372
			Total	**$56,744**

DocuSign Envelope ID: 7A43858A-BDD0-4794-8DC6-FA281FA15A73

EXPLANATION

This request is **sole source** because the Contractor, Court Appointed Special Advocates of New Hampshire, Inc,. is the only agency providing these services on a statewide basis.

The purpose of this request is to provide statewide training programs and educational opportunities for court appointed special advocates and guardians at litem in New Hampshire. Approximately 3,200 individuals will be served from August 1, 2019 through June 30, 2021.

This agreement aligns with the Title IV-E functional training requirements that include pre-service and in-service training, as well as on-going educational opportunities to court appointed special advocates in the state of New Hampshire.

Court Appointed Special Advocates is a statewide network of programs working with court appointed special advocates and guardians ad litem for children involved with the child welfare system. The court appointed special advocate volunteers are appointed by judges to watch over and advocate for abused and neglected children, to make sure they don't get lost in the overburdened legal and social service system or languish in inappropriate group or foster homes. Volunteers remain involved with these children until the case is closed and the child is placed in a safe, permanent home. For many abused children, their court appointed special advocate volunteer will be the one constant adult presence in their lives. Training and educational programs are necessary to represent these children's best interest through the arduous process of the legal and social services systems.

Court Appointed Special Advocates of New Hampshire, Inc. has been providing these services successfully to its volunteers and staff for several years, and given its past performance and plans for ongoing improvement to the training program, the Division for Children, Youth and Families fully support this agreement.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this agreement using the following performance measures:

- The number of CASA staff and volunteers who receive training.
- The total numbers of hours of training provided.
- Training evaluation results.

As referenced in Exhibit C-1, Section 2 of this contract, the parties have the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the best interest of New Hampshire children may not be properly represented, and the Department may not be able to meet the training requirements mandated for Title IV-E funding.

Area Served: Statewide.

DocuSign Envelope ID: 7A43858A-BDD0-4794-8DC6-FA281FA15A73

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) # 93.658 Federal Agency Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV_E RECOVERY, FAIN #1901NHFOS.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 1/09)

Subject: CASA Training Partnership (SS-2020-DCYF-05-COURT)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301
1.3 Contractor Name Court Appointed Special Advocates of New Hampshire, Inc.	1.4 Contractor Address 138 Coolidge Avenue PO Box 1327 Manchester NH 03105-1327
1.5 Contractor Phone Number (603) 626-4600 / 1.6 Account Number 05-095-42-421010-29600000	1.7 Completion Date June 30, 2021 / 1.8 Price Limitation $56,744
1.9 Contracting Officer for State Agency Nathan D. White	1.10 State Agency Telephone Number (603) 271-9631
1.11 Contractor Signature Marcia Sink	1.12 Name and Title of Contractor Signatory Marcia Sink - Pres. & CEO

1.13 Acknowledgement: State of NH, County of Hillsborough

On 6/20/19 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Christina Duhaime - Notary - expires 8-5-20

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory Joseph Ribsn Director DCYF

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On: 7/8/2019

1.18 Approval by the Governor and Executive Council

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: MS
Date: 6/27/19

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
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, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: NP
Date: 6/21/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: NB
Date: 6/27/19

Exhibit A

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

1.1 The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2 The Contractor agrees that, to the extent future legislative action by the New Hampshire (NH) General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith. 1.3.

1.3 For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.300

2. SCOPE OF SERVICES

2.1 The Contractor shall provide ongoing training programs and educational opportunities that are delivered and evaluated by Court Appointed Special Advocates (CASA), which align with federally outlined and Division of Children, Youth, and Families (DCYF)-approved functional training requirements.

2.2 Pre-Service Training

2.2.1 The Contractor shall provide a minimum of forty (40) hours of pre-service training to CASA guardians ad litem (GALs) in order that services within the child protection system and in juvenile court are provided in an effective and thorough manner.:

2.2.2 The Contractor shall ensure the core training consists of curriculum developed by the National CASA Association with revisions that comply with:

2.2.2.1 New Hampshire Revised Statutes Annotated (RSA) 169-C-Child Protection Act.

2.2.2.2 System-Wide Guardian Ad Litem Standards of Practice Rules.

2.2.2.3 General court and child protection practice.

2.2.3 The Contractor shall ensure curriculum is delivered by qualified and trained CASA of New Hampshire staff in coordination with an experienced professional in the area of the juvenile court and child protection systems, which may include but is not limited to:

2.2.3.1 Judges.

2.2.3.2 Attorneys.

2.2.3.3 Foster parents.

2.2.3.4 Child protection workers.

Exhibit A

2.3 In-Service Training

2.3.1 The Contractor shall provide training to DCYF staff on CASA's role in child protection cases as part of the DCYF Core Academy Training, as requested, ensuring curriculum includes, but is not limited to:

2.3.1.1 Child Protection System: An overview of the NH child protections system including the role of the DCFY in the investigation, assessment and remediation of child abuse and neglect cases. Child abuse and neglect laws and protocols including mandated reporting; system coordination; Division Practice Model Evidence-Based Practices, including but not limited to Solution Based Casework; and the rights of parents.

2.3.1.2 Juvenile Court System: An overview of the New Hampshire juvenile court system including the Family Court, District Court, Probate Court, Superior Court, and the NH Supreme Court.

2.3.1.3 The roles and responsibilities of CASA/GALs in the development and preparation of case plans as well as participation in judicial determinations, home-studies, case management and supervision.

2.3.1.4 Understanding of family dynamics and communication, and family-centered practice that includes activities to strengthen families.

2.3.1.5 Child development and the impact of abuse and neglect on normal child development as well as visitation and the effects of separation, grief and loss.

2.3.1.6 Cultural competency, awareness, diversity, and inclusiveness as it relates to children, youth and families.

2.3.1.7 The effects of domestic violence and the impact on children, co-occurrence of domestic violence, child abuse and neglect, and referral to services.

2.3.1.8 Permanency planning options including, but not limited to, non-removal supports, foster care, kinship care and adoption.

2.4 On-Going Training

2.4.1 The Contractor shall ensure on-going training consists of twelve (12) hours of annual on-going education offered throughout the state that complies with CASA of New Hampshire Professional Development Standards and National CASA Association Program standards and Guardian ad litem standards.

2.4.2 The Contractor shall ensure on-going training is available in a variety of methods including, but not limited to:

2.4.2.1 CASA monthly in-service training.

2.4.2.2 CASA full day in-service training, held in spring or fall.

2.4.2.3 DCYF Workshops that include Core Academy and advanced trainings that are available to child protective workers, which shall

also be offered to CASA staff and GALs on a space available basis.

2.4.2.4 Electronic e-learning modules.

2.4.2.5 Approved conferences including, but not limited to:

2.4.2.5.1 National CASA Association Conference;

2.4.2.5.2 AG's Conference on Child Abuse and Neglect; and

2.4.2.5.3 DCYF Annual Conference.

2.4.3 The Contractor shall ensure training topics include, but are not be limited to:

2.4.3.1 Case connections in child welfare.

2.4.3.2 Advanced domestic violence and the impact on children.

2.4.3.3 Adoption services, case planning and the role of the CASA/GAL.

2.4.3.4 Adolescent service planning and supporting post-foster care employment options.

2.4.3.5 Advanced court procedures and the role of the CASA/GAL in the child welfare system.

2.4.3.6 Advanced topics in NH child protection statutes.

2.5 The Contractor shall participate in the Department's Leadership in Learning and Collaboration (LILAC).

3. STAFF QUALIFICATIONS

3.1 The Contractor shall provide twelve (12) to fourteen (14) qualified training program staff, each of whom have the following qualifications:

3.1.1 A bachelor's degree;

3.1.2 Experience with training;

3.1.3 Familiarity with the CASA of New Hampshire training curriculum; and

3.1.4 A minimum of two (2) years of experience working with volunteers, agencies, and organizations who work with families and children in social service settings.

4. PROGRAM OUTCOMES AND PERFORMANCE MEASURES

4.1 The Contractor shall conduct a DCYF-approved quality assurance evaluation to ensure the following:

4.1.1 100% of CASA volunteers will demonstrate an understanding of the child protection system in NH.

4.1.2 100 % of CASA volunteers will demonstrate an understanding of their role in ensuring the best interest of the child.

4.1.3 100% of CASA volunteers will demonstrate an understanding of the concepts and practices associated with safety, permanency and well-being.

4.2 The Contractor shall meet with the Bureau Administrator and Training Administrator of

the Bureau for Organizational Learning and Quality Improvement (BOLQI) to discuss the findings of the quality assurance evaluation and draft a plan for program improvements that includes but is not limited to:

4.2.1 Identified areas for improvement.

4.2.2 Steps to be taken to improve the GAL program through CASA of New Hampshire.

4.2.3 Re-evaluation of the program..

5. REPORTING REQUIREMENTS

5.1 The Contractor shall provide a quarterly report to the Bureau Administrator and Training Administrator of the Bureau for Organizational Learning and Quality Improvement (BOLQI) within fifteen (15) days of the completion of the quarter, which shall include but is not limited to:

5.1.1 The number of CASA staff and volunteers trained;

5.1.2 The number of hours of training;

5.1.3 Types of training provided;

5.1.4 Training evaluation results; and

5.1.5 The Contractor's costs incurred for providing trainings as described in this agreement..

5.2 The Contractor shall provide an annual report no later than August 30th of each contract year that summarizes information collected from the interim reports requested in Section 5.1 which includes an analysis of trends in service.

6. CONFIDENTIALITY

6.1 The Contractor shall comply with the confidentiality provisions of NH RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except DCYF personnel in the performance of contracted services.

New Hampshire Department of Health and Human Services
CASA Training Partnership

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% federal funds from Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV-E , Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number Federal Award Identification Number (FAIN) #1901NHFOST.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements, which includes an in-kind match of an amount equal to or greater than $76,710 for State Fiscal Year (SFY) 2020, and $76,710 for SFY 2021.
4. The Contractor shall ensure the required match in Section 3, above, is in non-federal contributions either in cash or in-kind related to directly providing project activities and goals as approved by the Department.
5. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the services, operations prevention, acquisition, or rehabilitation. The Contractor shall maintain appropriate records to document actual funds received or denials of funding from such public sources of funds.
6. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
7. Payment for said services shall be made monthly as follows:
   - 7.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget and Exhibit B-2, Budget.
   - 7.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   - 7.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   - 7.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

7.5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Heidi.Young@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Children Youth and Families
129 Pleasant St.
Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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New Hampshire Department of Health and Human Services

Contractor Name: Court Appointed Special Advocates of New Hampshire, Inc.

Budget Request for: CASA Training Partnership

Budget Period: 7/1/2019 - 6/30/2020

Line Items	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	20,327	0	20,327	34,980	0	34,980	$ -	$ -	$ -
2. Employee Benefits	4,195	0	4,195	11,343	0	11,343	$ -	$ -	$ -
3. Consultants	0	0	0	0	0	0	$ -	$ -	$ -
4. Equipment:	0	0	0	0	0	0	$ -	$ -	$ -
Rental	0	0	0	0	0	0	$ -	$ -	$ -
Repair and Maintenance	0	0	0	0	0	0	$ -	$ -	$ -
Purchase/Depreciation	0	0	0	0	0	0	$ -	$ -	$ -
5. Supplies:	0	0	0	0	0	0	$ -	$ -	$ -
Educational	1,507	0	1,507	4,070	0	4,070	$ -	$ -	$ -
Lab	0	0	0	0	0	0	$ -	$ -	$ -
Pharmacy	0	0	0	0	0	0	$ -	$ -	$ -
Medical	0	0	0	0	0	0	$ -	$ -	$ -
Office	0	0	0	0	0	0	$ -	$ -	$ -
6. Travel	1,642	0	1,642	4,439	0	4,439	$ -	$ -	$ -
7. Occupancy	0	579	579	1,565	0	1,565	$ -	$ -	$ -
8. Current Expenses	0	0	0	0	0	0	$ -	$ -	$ -
Telephone	0	0	0	0	0	0	$ -	$ -	$ -
Postage	80	0	80	152	0	152	$ -	$ -	$ -
Subscriptions	0	0	0	0	0	0	$ -	$ -	$ -
Audit and Legal	0	0	0	0	0	0	$ -	$ -	$ -
Insurance	0	0	0	0	0	0	$ -	$ -	$ -
Board Expenses	0	0	0	0	0	0	$ -	$ -	$ -
9. Software	0	0	0	0	0	0	$ -	$ -	$ -
10. Marketing/Communications	0	0	0	0	0	0	$ -	$ -	$ -
11. Staff Education and Training	0	0	0	0	0	0	$ -	$ -	$ -
12. Subcontracts/Agreements	0	0	0	0	0	0	$ -	$ -	$ -
13. Other (specific details mandatory):	0	0	0	0	0	0	$ -	$ -	$ -
	82	0	82	140	0	140	$ -	$ -	$ -
	0	0	0	0	0	0	$ -	$ -	$ -
	0	0	0	0	0	0	$ -	$ -	$ -
TOTAL	27,793	579	28,372	76,710	0	76,710	$ -	$ -	$ -

Indirect As A Percent of Direct: 2.1%

Contractor Initials: MS

Date: 6/27/19

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Exhibit B-2

New Hampshire Department of Health and Human Services

Contractor name: Court Appointed Special Advocates of New Hampshire, Inc.

Budget Request for: CASA Training Partnership

Budget Period: [illegible]

Line Items	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	20,337	0	20,337	34,895	0	34,895	$ -	$ -	$ -
2. Employee Benefits	4,195	0	4,195	11,343	0	11,343	$ -	$ -	$ -
3. Consultants	0	0	0	0	0	0	$ -	$ -	$ -
4. Equipment:	0	0	0	0	0	0	$ -	$ -	$ -
Rental	0	0	0	0	0	0	$ -	$ -	$ -
Repair and Maintenance	0	0	0	0	0	0	$ -	$ -	$ -
Purchase/Depreciation	0	0	0	0	0	0	$ -	$ -	$ -
5. Supplies:	0	0	0	0	0	0	$ -	$ -	$ -
Educational	1,807	0	1,807	4,076	0	4,076	$ -	$ -	$ -
Lab	0	0	0	0	0	0	$ -	$ -	$ -
Pharmacy	0	0	0	0	0	0	$ -	$ -	$ -
Medical	0	0	0	0	0	0	$ -	$ -	$ -
Office	0	0	0	0	0	0	$ -	$ -	$ -
6. Travel	1,842	0	1,842	4,428	0	4,428	$ -	$ -	$ -
7. Occupancy	0	579	579	1,555	0	1,555	$ -	$ -	$ -
8. Current Expenses:	0	0	0	0	0	0	$ -	$ -	$ -
Telephone	0	0	0	0	0	0	$ -	$ -	$ -
Postage	60	0	60	162	0	162	$ -	$ -	$ -
Subscriptions	0	0	0	0	0	0	$ -	$ -	$ -
Audit and Legal	0	0	0	0	0	0	$ -	$ -	$ -
Insurance	0	0	0	0	0	0	$ -	$ -	$ -
Board Expenses	0	0	0	0	0	0	$ -	$ -	$ -
9. Software	0	0	0	0	0	0	$ -	$ -	$ -
10. Marketing/Communications	0	0	0	0	0	0	$ -	$ -	$ -
11. Staff Education and Training	0	0	0	0	0	0	$ -	$ -	$ -
12. Subcontracts/Agreements	0	0	0	0	0	0	$ -	$ -	$ -
13. Other (specify details mandatory):	0	0	0	0	0	0	$ -	$ -	$ -
	52	0	52	140	0	140	$ -	$ -	$ -
	0	0	0	0	0	0	$ -	$ -	$ -
	0	0	0	0	0	0	$ -	$ -	$ -
TOTAL	27,793	579	28,372	78,719	0	78,719	$ -	$ -	$ -

Indirect As A Percent of Direct: 2.1%

Court Appointed Special Advocates of New Hampshire, Inc.
66-2020-OCYF-88-COURT

Contractor Initials: NS
Date: 6/27/19

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

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

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

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name:

June 27, 2019
Date

Name: Marcia Sind
Title: Pres./CEO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

6/27/19
Date

Name: Marcia Sink
Title: Pres/CEO

Vendor Initials MS
Date 6/27/19

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials MS
Date 6/27/19

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

June 27, 2019
Date

Vendor Name:

Marcia Sink

Name: Marcia Sink
Title: Pres. CEO

Vendor Initials MS

Date 6/27/19

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Vendor Initials _____

Date 6/27/19

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Vendor Name:

June 27, 2019
Date

Name: Marcia Sink
Title: Pres. CEO

DocuSign Envelope ID: 7A43858A-BDD0-4794-8DC6-FA281FA15A73

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

June 27, 2019
Date

Name: Marcia Syk
Title: Pres/CEO

New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1 **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Vendor Initials MS

Date 6/27/19

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate**.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

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

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Vendor Initials NB

Date 9/27/19

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Marcia Sink
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Joseph E Ribsam Dr	Marcia Sink
Name of Authorized Representative	Name of Authorized Representative
DCYF Director	Pres/CEO
Title of Authorized Representative	Title of Authorized Representative
7/10/19	June 27, 2019
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

June 27, 2019
Date

Vendor Name:
Marcia Sirk
Name: Marcia Sirk
Title: Pres/CEO

Vendor Initials MS
Date 06/27/19

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 968642082

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Vendor Initials NS

Date 6/27/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov