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25 Capitol Street, Room 424  
Concord, New Hampshire 03301-6312

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May 15, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Judicial Council to enter into a contract in the amount of \$1,033,000, with Governor and Council approval, for the period effective July 1, 2013 through June 30, 2015, between the State of New Hampshire, acting through the Judicial Council, and Court Appointed Special Advocates of New Hampshire, Inc., (hereinafter CASA, Vendor Code 156690), to provide guardian ad litem services in abuse and neglect cases and certain termination of parental rights and guardianship cases, pursuant to the provisions of RSA 490:26-F. 100% General Funds.

Funds will be available, pending budget approval for fiscal years 2014 and 2015, as follows:

	<b>FY 2014</b>	<b>FY 2015</b>
02-07-07-070010-1099-102 Court Appointed Spec. Adv-CASA	\$494,000	\$539,000

### EXPLANATION

RSA 169-C:10, I and RSA 604-A:1-a require the appointment of Guardians ad Litem, at State expense, to assist abused and neglected children for the duration of Family Court proceedings. This contract will enable CASA of New Hampshire to continue to recruit, train and supervise volunteers to fill this important role, and will enable the State to avoid, in most cases, the more costly alternative of assigning these matters to private Guardians ad Litem who do not benefit from the same level of direct supervision and who bill for their time by the hour. This contract represents an efficacious public/private partnership in which State funds are further leveraged with CASA's private fundraising, resulting in a significant reduction in direct costs to the State, while providing abused and neglected children with access to a well-trained corps of volunteers dedicated to representing their best interests. This contract will enable CASA to maintain its current case intake in FY 2014 and prepare for and implement expanded case intake in FY 2015. The agreement also acknowledges the shared commitment of CASA and the Judicial Council to developing CASA's capacity to maximize its share of the overall statewide demand for guardian ad litem services in abuse or neglect matters and termination of parental rights cases.

The Attorney General's Office has approved this contract as to form, substance and execution.

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
May 15, 2013  
Page Two

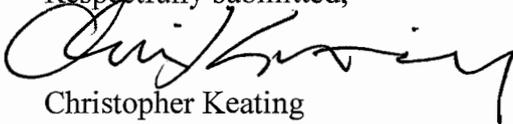
## REQUEST FOR PROPOSALS AND REVIEW PROCESS

The Judicial Council developed a detailed Request for Proposals and made the RFP available on the Judicial Council website. The availability of the RFP and the opportunity to submit proposals were also publicized in a statewide newspaper, (the Union Leader), for three consecutive days in March of 2013. In addition, the RFP was advertised on the statewide contract list through the Bureau of Purchase & Property of the Department of Administrative Services. Notice regarding the availability of the RFP appeared on the NH Bar Association's Website and in the Bar Association's fortnightly Bar News periodical.

Other than Court Appointed Special Advocates of New Hampshire, no group or individual submitted a proposal for consideration. The proposal submitted by CASA was reviewed thoroughly by the Indigent Defense Subcommittee of the Judicial Council and was found to be fully compliant with the Judicial Council's Request for Proposals.

Thank you for your consideration. I would be glad to answer any questions you may have regarding this proposed contract.

Respectfully submitted,



Christopher Keating  
Executive Director

Attachments

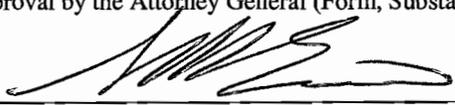
Subject: Statewide Guardian-ad-Litem Services for Abused and Neglected Children FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>New Hampshire Judicial Council</u>		1.2 State Agency Address <u>25 Capitol Street, Room 424, Concord, N.H. 03301</u>	
1.3 Contractor Name <u>CASA of New Hampshire, Inc.</u>		1.4 Contractor Address <u>P.O. Box 1327, Manchester, N.H. 03105</u>	
1.5 Contractor Phone Number <u>603-626-2600</u>	1.6 Account Number <u>010007-1099-102</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>\$1,033,000</u>
1.9 Contracting Officer for State Agency <u>Christopher Keating, Executive Director</u>		1.10 State Agency Telephone Number <u>603-271-3592</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Marcia Sink, Executive Director and CEO, CASA of N.H. Inc.</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 6, 2013</u> , 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 <u>Diane Valladares</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Diane Valladares My commission expires 12-5-17</u>			
1.14 State Agency Signature <u>Maria C. Gaudin</u>		1.15 Name and Title of State Agency Signatory <u>Chairman, Judicial Council</u>	
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: <u>5/9/13</u>			
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 5/6/13

**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

Contractor Initials *MS*  
Date 5/6/13

attached and are incorporated herein by reference. Each 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 MS  
Date 5/6/13

**EXHIBIT A**  
**SCOPE OF SERVICES TO BE PROVIDED**

**Preliminary**

As used herein, “new cases” are those cases in which a Court appoints a CASA guardian ad litem during the period. A “new case” which is appealed to Superior Court pursuant to RSA 169-C:28 and for which a CASA guardian ad litem continues to provide services at the request of the Superior Court shall not be considered another new case.

As used herein, “active cases” shall include all cases existing at the beginning of a fiscal year and new cases initiated during the fiscal year.

As used herein, “guardian ad litem services” are, generally, those services provided under the authority of RSA 169-C:10, applicable Supreme Court rules, and rules promulgated by the Guardian Ad Litem Board under RSA 490-C:5. The scope of services provided in individual cases shall be subject to the discretion and requirements of the appointing court.

As used herein, “permanency” proceedings shall mean those hearings conducted in either the Cheshire County Probate Court or the Circuit Court Family Divisions concerning the termination of parental rights pursuant to RSA 170-C.

**Services**

The Contractor, Court Appointed Special Advocates of New Hampshire, Inc. (hereinafter “CASA”) shall provide the following services to the State of New Hampshire (hereinafter “State”), acting through the Judicial Council (hereinafter “Council”) pursuant to RSA 490:26-f:

1. CASA will provide guardian ad litem services in those abuse and neglect cases to which CASA certified and trained volunteers are appointed by the Circuit and Superior Courts.
2. CASA will endeavor to acquire the capacity to meet fully the demand for guardian-ad-litem services in abuse-or-neglect cases in New Hampshire, subject to the constraints imposed by ethical guidelines regarding caseloads, the avoidance of conflicts of interest and resources.
3. Whenever possible, the CASA guardian ad Litem appointed in the abuse-or-neglect case shall continue as the appointed guardian ad litem in any associated permanency proceedings. This continued appointment shall constitute a new case for the purposes of this agreement.
4. CASA will provide supervision and training to the CASA volunteers in accordance with National CASA guidelines and standards, as well as any applicable State standards.
5. CASA will ensure that its volunteers are adequately screened and made subject to the following specific requirements:
  - a. A criminal background check conducted by the NH Department of Safety
  - b. A Central Registry Check, conducted by the Div. of Children, Youth and Families
  - c. A Sex Offender Registry Check conducted by CASA.
  - d. Copies of all of these background checks shall be made available for review by the Council at any time.
6. In its promotional materials and publicly distributed information, CASA shall include appropriate acknowledgement of the support CASA receives from the State.

## Reporting Requirements:

1. CASA will maintain such records and reports as may be prescribed from time to time by the Council, and permit reasonable inspection of such records and reports by the Council subject to any restrictions concerning the confidentiality of such records and reports.
2. CASA will provide the Council with quarterly reports and a final annual report. The reports shall be in a format acceptable to the Council. Quarterly reports must be received within twenty-one (21) days of the end of the quarter. The final yearly report must be received within twenty-one (21) days of the end of the fiscal year.
3. CASA shall report this information for each new case opened during the period:
  - a. The case name;
  - b. The appointing court;
  - c. The case type, either abuse-or-neglect or permanency;
  - d. The number of children served in the case;
  - e. The date the case was assigned by the court;
  - f. The name of the CASA volunteer assigned to handle the case;
  - g. The date the case closed, (if the case closed);
  - h. The number of hours of GAL services provided in the case;
  - i. The cumulative total number of hours GAL services to date in the case.
4. CASA shall report this information for cases during the period:
  - a. The number of new abuse-or-neglect cases to which CASA has been appointed;
  - b. The number of new permanency cases to which CASA has been appointed;
  - c. The number of children involved in those new cases;
  - d. The number of abuse-or-neglect cases closed;
  - e. The number of permanency cases closed;
  - f. The number of children involved in those closed cases;
  - g. The number of active cases;
  - h. The number of children in the active cases
5. CASA shall report the number of new CASA volunteer GAL's added to its roster during the quarter and the current total number of active CASA volunteer GAL's.
6. CASA shall report the total hours of service provided by CASA volunteer guardians ad litem and the total miles driven by the CASA volunteer guardians ad litem in support of their service to children and the courts.
7. CASA will provide the Council with a copy of the Audited Financial Statement of the organization within one week of its receipt.
8. CASA will provide the Council with a copy of the organization's annual operating budget within 21 days of the adoption of the operating budget by the organization's governing body.

9. CASA shall provide notice to the Council in writing prior to closing off case intake from any court.
10. CASA shall provide the Council an annual summary in June of each year of its publicly-distributed promotional materials. CASA shall provide the Council an annual summary in June of each year of its grants received by CASA from foundations. The grant summary shall identify the grant donor, the amount of the grant, and the purposes for which the proceeds from the grant can be expended.
11. No later than ninety (90) days prior to the termination date of this Agreement, CASA will provide the Council with written notice of its intention to renew or not renew this agreement for the next fiscal year.
12. No later than ninety (90) days prior to the termination of this Agreement, CASA will provide the Council with a written description outlining the terms of any proposed expansion or change to the scope of the services provided for under the Agreement.

**EXHIBIT B**  
**PRICE AND METHOD OF PAYMENT**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the continued appropriation of funds for the services provided herein.

The Judicial Council will pay CASA from the Court Appointed Special Advocates Fund line of the Judicial Council budget, (line 010-007-1099-102).

The State shall pay CASA the amount of four hundred and ninety-four thousand dollars (\$494,000.00) in F.Y. 2014 and five hundred and thirty-nine thousand dollars (\$539,000.00) in F.Y. 2015. Payment shall be made in four equal installments annually. Payments will be made upon receipt of a written request for payment postmarked after the effective date of this contract.

In State Fiscal Year 2014, each quarterly payment shall be in the amount of one hundred and twenty-three thousand, five hundred dollars (\$123,500.00).

In State Fiscal Year 2015, each quarterly payment shall be in the amount of one hundred and thirty-four thousand, seven hundred and fifty dollars (\$134,750.00).

Payment shall be made in the form of a check mailed to the contractor's address specified in Paragraph 1.4. The check shall be mailed within thirty (30) days following the State's receipt of the contractor's written request for payment. Such written request may be submitted up to twenty (20) days before the payment date specified above.

The parties hereto agree that neither RSA 604-A:1 *et seq.* nor any court rule shall entitle CASA to seek payments from the Council or the indigent defense fund for the matters for which CASA provides services in accordance with Exhibit A other than those payments provided by the terms of this Agreement.

**EXHIBIT C**  
**ADDITIONAL PROVISIONS**

1. Provisions 7.1 and 7.2 of the standard State contract are inapplicable to the extent that the parties agree that State employees or officials may serve as CASA volunteers.
2. CASA of N.H. may substitute comprehensive general liability insurance in the amount of \$1,000,000 per occurrence and excess/umbrella liability insurance in the amount of \$1,000,000 per occurrence for the \$2,000,000 per occurrence amount identified in Paragraph 14.1.1 of the P-37.
3. No CASA volunteer shall have any personal right to reimbursement or payment from the State for services performed under this contract and CASA shall notify all participating volunteers that they are agents of CASA, and that they have no individual rights under this contract.
4. CASA and the Council will meet regularly during the term of this Agreement to assess the performance of CASA in attaining the goal of maximizing the number of new cases assigned to CASA during the term of this Agreement. This assessment will include a review of active cases and the number of cases assigned to CASA and other guardians ad litem. The assessment will also review the aggregate number of cases in each county, with special attention paid to the number of active cases in which CASA is providing services and the number of cases being handled by private, non-CASA guardians ad litem.

# 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 formed April 19, 1989. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19<sup>th</sup> day of March A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
**Without Seal**

I, Ann F. Larney, do hereby certify that:

1. I am a duly elected Secretary of Court Appointed Special Advocates of New Hampshire, Inc.  
(Corporation Name)
2. Attached are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation March 13, 2013 which provide:  
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through the Judicial Council, for the provision of Guardian ad litem services for children involved in abuse and neglect cases.

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 13, 2013 through June 30, 2013. Any amendment or revocation of these resolutions will be immediately reported to the Judicial Council and 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.

  
(Signature of the Clerk of the Corporation)

STATE OF NEW HAMPSHIRE  
County of Hillsborough

The forgoing instrument was acknowledged before me this 04 day of May, 2013,

by Ann F. Larney.  
(Name of Secretary of the Corporation)

(NOTARY SEAL)

  
(Notary Public/Justice of the Peace)

Commission Expires:

**CHRISTINE DUNN, Notary Public**  
Commission Expires 8-11-15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2012

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 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).

<b>PRODUCER</b> The Rowley Agency, Inc. 139 Loudon Road P.O. Box 511 Concord NH 033020511		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603.224.2562 FAX (A/C, No): 603.224.8012 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
<b>INSURED</b> C.A.S.A. of New Hampshire Inc. P O Box 1327 Manchester NH 031051327		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Citizens Insurance Co. INSURER B: Hanover Ins INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 12-13 All**      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			ZBV881327803	07/01/2012	07/01/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	<b>AUTOMOBILE LIABILITY</b>			ZBV881327803	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WZV8901686	07/01/2012	07/01/2013	E.L. EACH ACCIDENT \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			3A STATES: NH			E.L. DISEASE - EA EMPLOYEE \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NO OFFICER EXCLUSIONS			E.L. DISEASE - POLICY LIMIT \$ 500,000
	<b>Professional Liability</b>			ZBV881327802	07/01/2012	07/01/2013	1,000,000 Wrongful Occurrence 2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)  
 Re: State of NH-GAL Grant - Covering operations of the Named Insured during the policy period.

<b>CERTIFICATE HOLDER</b> NH Judicial Council Grant Manager 25 Capital St., Room 42 Concord, NH 03301-6312	<b>CANCELLATION</b> 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 Sara Hartshorn/SBH <i>Sara Hartshorn</i>
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