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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
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August 19, 2014

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

100% Federal funds

Authorize the New Hampshire Department of Health and Human Services, Division of Child Support Services to enter into an agreement with Merrimack County Visitation Center (Vendor # 1020102), 309 Daniel Webster Highway, Boscawen, NH 03303, for the provision of access and visitation services for parents with a minor child in an amount not to exceed \$30,000 effective October 1, 2014 or date of Governor and Executive Council approval, whichever is later, through September 30, 2015.

Funds are available for State Fiscal Year 2015, and are anticipated to be available in State Fiscal Year 2016 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.

05-095-042-427010-7933 0000-072-500575-42700044 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD SUPPORT SERVICES, ACCESS AND VISITATION

SFY	Class/Object	Class Title	Activity Number	Budget
2015	072-500757	Contracts for Program Services	42700044	\$22,500
2016	072-500575	Contracts for Program Services	42700044	\$7,500
			Total	\$30,000

EXPLANATION

The purpose of this request is to enter into an agreement with Merrimack County Visitation Center for the provision of access and visitation services to New Hampshire residents who do not have primary residential parenting responsibilities for their children. The vendor will provide several visitation options for parents to access their children in a safe environment for both the children and their parents. Access and visitation services range from supervised exchange services to supervised visitation services. The goal of the access and visitation program is to increase cooperative

behavior of the parents while providing a reasonable amount of contact between parents and their children. The increase in parental access to children in a safe environment benefits the psychological, developmental and financial support of the children.

The Grants to States for Access and Visitation program was authorized by Congress through the passage of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. The overall goal of the program is to assist states with establishing and administering programs that support and facilitate non-residential parents' access to and visitation with their children. Funds received from this grant can be used for activities such as mediation, developing parenting plans, counseling, providing neutral drop-off and pick-up of children, supervised visitation and visitation enforcement.

Studies have shown that parents who participate in access and visitation programs are more likely to stay in contact with their children and more likely to pay child support. For nineteen (19) years, the Department has been awarded a federal grant for an access and visitation program that provides services to parents, which address parental rights and responsibilities.

The Department is committed to using access and visitation funding to implement programs that focus on improving the well-being of children by increasing positive interactions between parents with nonresidential responsibilities and their children. Access and visitation programs align with the Department's objectives, which include seeking opportunities that positively contribute to an increase in compliance with court orders for child support. Further, access and visitation programs provide incentives for community-based non-profit agencies with opportunities to forge coalitions and partnerships with local resources that positively affect families.

This contract was competitively bid. On April 30, 2014 the Department issued a Request for Proposals to solicit proposals for Access and Visitation Services for the provision of access and visitation services for parents. The request for proposals was available on the Department's website from April 30, 2014 through June 5, 2014. Three (3) proposals were received. The proposals were evaluated by a team of Department employees with knowledge of the Grant for Access and Visitation program requirements, which included staff with significant legal, business and management expertise.

The proposals were evaluated based on the criteria published in the Request for Proposals and two (2) proposals were selected. The bid summary is attached.

The attached contract is one (1) of two (2) contracts using the Grants for Access and Visitation funding that will be brought forward to the Governor and Executive Council for approval. This contract provides one year of visitation and access services and reserves the Department's right to renew the agreements for up to two (2) years, subject to continued funding, satisfactory job performance and Governor and Executive Council approval.

Should Governor and Council not authorize this request, access and visitation services would not be available to low income families. This could result in an increase of noncompliance with child support orders, which would negatively impact families. Further, the Department will not be in compliance with federal regulations that require states receiving Grants to Access and Visitation funding to offer services, which requires each state to offer services such as mediation, parenting plan development, counseling, neutral drop-off and pick-up of children, supervised visitation and visitation enforcement.

Area Served: Statewide.

Source of Funds: 100% federal funds from the US Department of Health and Human Services, Code of Federal Domestic Assistance Number 93.597, and Federal Award Identification Number (FAIN) 1401NHSAVP.

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

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved By: 
Nicholas A. Toumpas
Commissioner

RFP Name

RFP Number

Bidder Name

1. State of NH Judicial Branch, Office of Mediation and Arbitration
2. Merrimack County Visitation Center
3. YWCA New Hampshire
4. 0
5. 0
6. 0
7. 0
8. 0

Reviewer Names

1. Susan Brisson, Supervisor VII
2. Colin Premo, Administrator II
3. David Roy, Administrator II
4. Lori Anderson, Program Specialist IV
5. Jean Marston-Dockstader, Administrator II
6. Rebecca Lorden, Administrator II
- 7.
- 8.
- 9.

Pass/Fail	Maximum Points	Actual Points
	200	157.5
	200	158
	200	126
	200	0
	200	0
	200	0
	200	0
	200	0

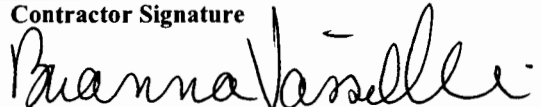
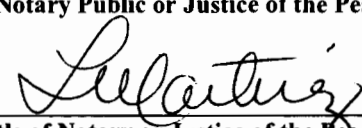
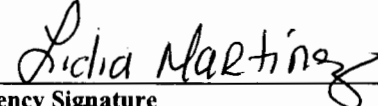
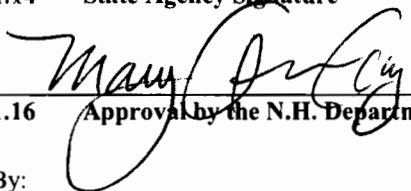
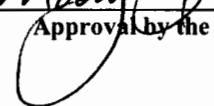
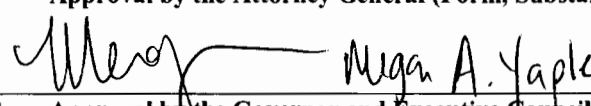
Subject: Access & Visitation Services

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 Division of Child Support Services		1.2 State Agency Address 129 Pleasant St. Concord, NH 03301	
1.3 Contractor Name Merrimack County Visitation Center		1.4 Contractor Address 309 Daniel Webster Highway Boscawen, NH 03303	
1.5 Contractor Phone Number 603-796-3277	1.6 Account Number 05-095-042-427010-79330000 072-500575-42700044	1.7 Completion Date September 30, 2015	1.8 Price Limitation \$30,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brianna Vassillion, Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>8/13/14</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 {Seal} 			
1.13.2 Name and Title of Notary or Justice of the Peace 		LIDIA M. MARTINEZ, Notary Public My Commission Expires April 14, 2015	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
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:  Megan A. Yapple On: 9/3/14			
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: BIV
Date: 8/13/14

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: BW
Date: 8/13/14

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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purpose of this Contract, any reference to days shall be a reference to business days.
- 1.2. All services provided by the Contractor shall be provided under the security of and in collaboration with the Merrimack County Sheriff's Department.
- 1.3. All services will be available to non-residential parents and their children in the locations and at the times specified in Exhibit A-1, Schedule of Services.

2. Services to be Provided

- 2.1. The Contractor shall provide access and visitation services for New Hampshire residents who do not have primary residential parenting responsibilities for their children, with preference given to pro se, unwed parents whose children are receiving public assistance or are potentially at risk of becoming eligible for public assistance. The Contractor shall:

- 2.1.1. Ensure sufficient staff that includes, but is not limited to:

- 2.1.1.1. A project coordinator who shall administer all access and visitation services, including but not limited to:

- 2.1.1.1.1. Supervising and scheduling visitation supervisors.

- 2.1.1.1.2. Recruiting and training staff.

- 2.1.1.1.3. Providing liaison services with the courts and other agencies, as appropriate.

- 2.1.1.1.4. Participating in State and federally sponsored conferences or teleconferences, as needed.

- 2.1.1.1.5. Documenting statistics and outcomes of program services.

- 2.1.1.1.6. Conducting continuous quality improvement activities, including ensuring all staff receive continued education and training in a variety of topics, including but not limited to:

- 2.1.1.1.6.1. Domestic violence.

- 2.1.1.1.6.2. Sexual abuse.

- 2.1.1.1.6.3. Stalking.

- 2.1.1.1.6.4. Child abuse.

- 2.1.1.1.6.5. Risk assessment.

- 2.1.1.1.6.6. Observational report writing.

- 2.1.1.1.6.7. Substance abuse.

- 2.1.1.2. Visitation supervisors to provide supervision, scheduling and liaison services, as appropriate.

BW
8/13/14



Exhibit A

- 2.1.2. Ensure staff is trained and participates in state and federally sponsored conferences or teleconferences and have the ability to record statistics and outcomes of the program, as needed. The Contractor shall:
 - 2.1.2.1. Ensure staff who conduct orientations with clients, as described in Section 2.3, are trained to ask questions of possible victims that can help solicit information about past or present issues of domestic violence.
 - 2.1.2.2. Ensure all staff receive regular ongoing training and education on the dynamics of domestic violence and other types of family violence in order to assist staff with:
 - 2.1.2.2.1. Interactions with victims.
 - 2.1.2.2.2. Gathering important information to make appropriate referrals for alternate services.
 - 2.1.2.2.3. Offering victims support, as appropriate.
- 2.2. The Contractor shall provide access and visitation services at four (4) different locations, as identified in Exhibit A-1, Schedule of Services, ensuring the parents of the child have no contact with each other. Services shall include but are not limited to:
 - 2.2.1. Fully supervised on-site visits coordinated by a visitation supervisor who shall ensure no whispering or unintelligible communication occurs between the non-residential parent and child during each visit; who shall ensure no foreign languages are spoken without the use of an interpreter of the preferred language present for the duration of the visit; and who shall be physically present for the duration of each visit between the non-residential parent and child when:
 - 2.2.1.1. A court has ordered supervised visitation.
 - 2.2.1.2. There is concern regarding topics that might be discussed between parent and child.
 - 2.2.1.3. There is a concern regarding threats of abuse or neglect.
 - 2.2.1.4. There is a concern regarding violent domestic disputes within the family.
 - 2.2.1.5. The non-residential parent and child have not had contact over an extended period of time.
 - 2.2.2. Semi-supervised on-site visits coordinated by a visitation supervisor who shall physically check in with the non-residential parent and child every ten to fifteen minutes during each visit when:
 - 2.2.2.1. The court has ordered semi-supervised visits.
 - 2.2.2.2. There is concern regarding where the non-residential parent may otherwise take the child during the visit.
 - 2.2.2.3. There is concern regarding contact with other individuals other than the non-residential parent.
 - 2.2.2.4. The threat of abduction exists.

BN
8/13/14



Exhibit A

- 2.2.2.5. There is a concern of substance use.
- 2.2.3. Supervised exchanges coordinated by a visitation supervisor to oversee the exchange of the child from:
 - 2.2.3.1. The residential parent to the non-residential parent.
 - 2.2.3.2. The non-residential parent to the residential parent.
- 2.2.4. The Contractor shall provide all parents with written policies and procedures concerning the receipt of services including, but not limited to procedures that must be followed to ensure parents do not come into contact with each other.
- 2.3. The Contractor shall complete a screening process for all individuals requesting services to determine the existence of domestic violence. The Contractor shall conduct the screening process, which include but is not limited to:
 - 2.3.1. A mandatory orientation for each party:
 - 2.3.1.1. Conducted individually.
 - 2.3.1.2. Prior to the acceptance of a family for services
 - 2.3.1.3. Prior to the start of services.
 - 2.3.2. The completion of an intake/referral form during orientation.
 - 2.3.3. The completion of a risk assessment form during the orientation.
- 2.4. The Contractor shall implement a safety plan that includes, but is not limited to:
 - 2.4.1. Providing services to nonresidential parents and children in collaboration with the Merrimack County Sheriff's Department providing security on-site at all times, with no exceptions.
 - 2.4.2. Ensuring both parents, residential and nonresidential, do not have contact with each other while receiving services from the Contractor.
 - 2.4.3. Declining services to individuals and families who present a high security and safety risks for domestic violence, as documented in the orientation process described Section 2.3.
 - 2.4.4. Making and documenting referrals to community based and state agencies, as needed, which include, but are not limited to:
 - 2.4.4.1. Referrals to parenting classes and seminars.
 - 2.4.4.2. Crisis counselling services.
 - 2.4.4.3. Support groups.
 - 2.4.4.4. Agencies that are able to provide legal advice and assistance to victims in need.
 - 2.4.4.5. Individual counseling.
 - 2.4.4.6. Family counseling.
 - 2.4.4.7. Divorce impact seminars.
 - 2.4.4.8. Pro bono legal aid.
 - 2.4.4.9. Division for Children, Youth and Families.



Exhibit A

2.4.4.10. Division of Child Support Services.

- 2.5. The Contractor shall develop an access and visitation agreement that works in conjunction with the parties' parenting and visitation court orders.
- 2.6. The Contractor shall refer parties to other community-based agencies for parenting plan development and mediation services, as needed.
- 2.7. The Contractor shall refer indigent parties with any court filing concerns to appropriate community-based legal service agencies, such as NH Legal Aid and/or the Legal Advice and Referral Center.
- 2.8. The Contractor shall establish 'no-show' and cancellation policies applicable to parties who do not attend scheduled access and visitation appointments.
- 2.9. The Contractor shall provide a written copy of the 'no-show' and Cancellation policies to individuals using access and visitation services.
- 2.10. The Contractor shall ensure all records and documents relating to services provided are maintained for a period of five (5) full years from the date of the final payment received. Records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

3. Reporting Requirements

- 3.1. The Contractor shall provide quarterly reports to the Department as follows:
 - 3.1.1. 10/01/2014 to 12/31/2014 due on 01/31/2015.
 - 3.1.2. 01/01/2015 to 03/31/2015 due on 04/30/2015.
 - 3.1.3. 04/01/2015 to 06/30/2015 due on 07/31/2015.
 - 3.1.4. 07/01/2015 to 09/30/2015 due on 10/31/2015.
- 3.2. The Contractor shall ensure quarterly reports include, but are not limited to:
 - 3.2.1. Outreach efforts with the courts, community agencies, state agencies and others who provide services.
 - 3.2.2. In-take procedures.
 - 3.2.3. Percentage of cases in which access and visitation was successfully arranged and the parties participated in the visitation.
 - 3.2.4. Follow up with clients to determine their access and visitation status and possible need for further referrals or services.
 - 3.2.5. Demographic data describing clients served.
- 3.3. The Contractor shall provide an aggregate/compilation summary of Federal Fiscal Year activities no later than October 31, 2015.

4. Requirements for Delivery of Services

- 4.1. In addition to providing reports as specified in Section 3 Reporting Requirements, the Contractor shall:
 - 4.1.1. Provide up to 937.5 hours of direct access and visitation services.

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Exhibit A

- 4.1.2. Submit a detailed description of the language assistance services that will be provided to persons with Limited English Proficiency to ensure meaningful access to mediation services, within ten (10) days of the contract effective date.

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Schedule of Services

Location	Day	Visitation Times	Exchange Times
Boscawen 309 Daniel Webster Highway	Wednesday	3:00 PM – 5:00 PM	3:00 PM
		5:00 PM – 7:00 PM	5:00 PM 7:00 PM
	Friday	4:00PM – 6:00 PM	4:00 PM
		6:00 PM – 8:00 PM	6:00 PM 8:00 PM
	Saturday	9:00 AM – 11:00 AM	9:00 AM
		11:00AM – 1:00PM	11:00 AM 1:00 PM
	Sunday	3:00 PM – 5:00 PM	3:00 PM
		5:00 PM – 7:00 PM	5:00 PM 7:00PM
Franklin Franklin Regional Hospital, 15 Aiken Avenue	Sunday	2:30 PM – 4:30 PM	2:30 PM
		4:30 PM – 6:00 PM	4:30 PM 7:30 PM
Emerge Family Advocates	365 days per year by appointment only	8:00 AM – 8:00 PM	8:00 AM – 8:00 PM
Monadnock Family Services	Wednesday	3:30 PM - 8:30 PM	3:30 PM - 8:30 PM
	Thursday	3:30 PM - 8:30 PM	3:30 PM - 8:30 PM
	Friday	3:30 PM - 8:30 PM	3:30 PM - 8:30 PM
	Sunday	8:00 AM – 8:00 PM	8:00 AM – 8:00 PM

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Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon the financial participation by the United States Department of Health and Human Services under the provisions of Section 469B of Title IV-D of the Social Security Act and the requirements of CFDA #93.597. <https://www.cfda.gov>
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor shall submit reports as identified in Exhibit A, Scope of Services, Section 3 Reporting Requirements and invoices that identify and request reimbursement for authorized expenses in the prior quarter.
 - 3.2. Authorized expenses shall include access and visitation services, as described in Exhibit A, Scope of Work, payable at a maximum rate of \$32.00 per hour, for up to 937.5 hours.
 - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
4. The reports and invoices in Section 3.1 above must be submitted to:

Attn: Lori Anderson, Program Specialist
Department of Health and Human Services
Division of Child Support Services
129 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, Section 3 Reporting Requirements.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can 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 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Merrimack County Visitation Center
Budget Request For: Access and Visitation Services

Budget Period: October 1, 2014 through June 30, 2015

1. Total Salary/Wages	\$	168,750.00	\$	161,250.00	\$	-	-	7,500.00
2. Employee Benefits	\$	66,891.00	\$	66,891.00	\$	-	-	-
3. Consultants	\$	-	\$	-	\$	-	-	-
4. Equipment	\$	-	\$	-	\$	-	-	-
Rental	\$	2,844.00	\$	2,844.00	\$	-	-	-
Repair and Maintenance	\$	375.00	\$	375.00	\$	-	-	-
Purchase/Depreciation	\$	-	\$	-	\$	-	-	-
5. Supplies	\$	7,032.00	\$	7,032.00	\$	-	-	-
Educational	\$	-	\$	-	\$	-	-	-
Lab	\$	-	\$	-	\$	-	-	-
Pharmacy	\$	-	\$	-	\$	-	-	-
Mechical	\$	-	\$	-	\$	-	-	-
Office	\$	-	\$	-	\$	-	-	-
6. Travel	\$	1,650.00	\$	1,650.00	\$	-	-	-
7. Occupancy	\$	-	\$	-	\$	-	-	-
8. Current Expenses	\$	-	\$	-	\$	-	-	-
Telephone	\$	-	\$	-	\$	-	-	-
Postage	\$	675.00	\$	675.00	\$	-	-	-
Subscriptions	\$	-	\$	-	\$	-	-	-
Audit and Legal	\$	-	\$	-	\$	-	-	-
Insurance	\$	-	\$	-	\$	-	-	-
Board Expenses	\$	-	\$	-	\$	-	-	-
9. Software	\$	-	\$	-	\$	-	-	-
10. Marketing/Communications	\$	1,785.00	\$	1,785.00	\$	-	-	-
11. Staff Education and Training	\$	2,400.00	\$	2,400.00	\$	-	-	-
12. Subcontracts/Agreements	\$	15,000.00	\$	15,000.00	\$	-	-	15,000.00
13. Other (Specific details mandatory)	\$	-	\$	-	\$	-	-	-
Utility (Electricity)	\$	1,500.00	\$	1,500.00	\$	-	-	-
Water	\$	600.00	\$	600.00	\$	-	-	-
Fuel (heating)	\$	3,000.00	\$	3,000.00	\$	-	-	-
TOTAL	\$	272,602.00	\$	266,002.00	\$	-	-	22,500.00
Indirect As A Percent of Direct						0.0%		

Contractor Initials: ROW
Date: 8/18/14



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;

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- 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

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more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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

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- 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.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

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.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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 to be provided to eligible individuals 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.

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.

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 the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, 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.
2. Subparagraph 10 of the General Provisions of this contract, 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.
3. The Department reserves the right to renew the Agreement for up to two additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.
4. All monitoring, evaluation and reporting of access and visitation programs by DCSS will be conducted in compliance with the regulations under 45CFR303.109.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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

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- 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.

8/13/14
Date

Contractor Name: Merrimack County Visitation Center
Name: Branna Vassillian
Title: Director



CERTIFICATION REGARDING LOBBYING

The Contractor 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-1.)
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.

Contractor Name:

8/13/14
Date

Merrimack County Visitation Center
Name: Brianna Vassilich
Title: Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor 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



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 (l)(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.

Contractor Name:

8/13/14
Date

Merrimack County Visitation Center
Name: Brianna Vassilakis
Title: Director

Contractor Initials BW
Date 8/12/14



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

The Contractor 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:

Contractor 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.

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

New Hampshire Department of Health and Human Services
Exhibit G



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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name:

8/13/14
Date

Merri-mack County Visitation Center
Name: Brianna Vassillon
Title: Director

Contractor Initials B.V.
Date 8/13/14



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 Contractor 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 Contractor 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.

Contractor Name:

8/13/14
Date

Merrimack County Visitation Center
Name: Branna Vasulden
Title: Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor 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 Contractor and subcontractors and agents of the Contractor 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, Title XIII, 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.



Exhibit I

- I. "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

BW

8/13/14



Exhibit I

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:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o 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 (I). 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



Exhibit I

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



Exhibit I

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.



Exhibit I

- 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.

NH DHHS
 The State
Mary Coffey
 Signature of Authorized Representative
MARY ANN COFFEY
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
8/28/14
 Date

Merrimack County Visitation Center
 Name of the Contractor
Brianna Vassillon
 Signature of Authorized Representative
Brianna Vassillon
 Name of Authorized Representative
Director
 Title of Authorized Representative
8-13-14
 Date



**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 Contractor 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 Contractor 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.

Contractor Name:

8-13-14
Date

Merrimack County Visitation Center
Name: Brianna Vassillion
Title: Director



FORM A

As the Contractor 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: 073998122
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?

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: _____

CERTIFICATE OF VOTE

I, Judith A. Roman, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Merrimack County Visitation Center.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on August 13, 2014:

(Date)

RESOLVED: That the Director

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency 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 remain in full force and effect as of the 13 day of August, 2014.

(Date Contract Signed)

4. Brianna Vassillion is the duly elected Director of the Agency.

(Name of Contract Signatory) (Title of Contract Signatory)

Judith A. Roman

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 13TH day of August, 2014.

By Judith A. Roman.

(Name of Elected Officer of the Agency)

[Signature]

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: LIDIA M. MARTINEZ, Notary Public
~~My Commission Expires April 14, 2015~~



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Merrimack County Merrimack County Visitation Center 309 Daniel Webster Highway Concord, NH 03301	Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2014	1/1/2015	Each Occurrence \$ 1,000,000
			General Aggregate \$ 2,000,000
			Fire Damage (Any one fire) \$
			Med Exp (Any one person) \$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) \$ Aggregate \$
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory
			Each Accident \$
			Disease - Each Employee \$
			Disease - Policy Limit \$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 8/21/2014 tdenver@nhprimex.org Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax
State of NH Dept of Health & Human Services 129 Pleasant St Concord, NH 03301					



NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Merrimack County Merrimack County Visitation Center 309 Daniel Webster Highway Concord, NH 03301	Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH Dept of Health & Human Services 129 Pleasant St Concord, NH 03301			By: Tammy Denver Date: 8/21/2014 tdenver@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



Primex³ Contractual Indemnification Form

Member Name: Merrimack County

Title of Contract: NH Dept of Health & Human Services

Member Contact: Melinda Harrison

Date: August 21, 2014

Dear Melinda,

Scope of Review

We have reviewed the agreement/contract you have forwarded to us. Please keep in mind that our review is limited in scope to the insurance, subrogation and indemnification sections because those sections potentially impact the rights of the risk pool. Before executing the contract, Primex³ strongly recommends that you have the County's legal counsel review and evaluate the entire contract, as well as our comments.

Waivers of Subrogation and Insurance Related Clauses

In regards to the insurance and subrogation provisions in the attached contract, it is important to understand that the Primex³ coverage documents do not allow risk pool members to compromise the risk pool's right to recover its claims payments from responsible third parties through subrogation. Primex³ will typically object to proposed waivers or impairments of subrogation rights. In addition, it is important for you to make sure parties doing business with public entities are adequately insured. Primex³ will typically offer suggestions regarding insurance requirements.

Recommendations:

The insurance requirement in 14.1.1 is beyond what Primex can offer. We cannot provide the requested \$2M per occurrence limit, we can only provide \$1M per occurrence. We have no mechanism to give a 15 day notice of cancellation, although we have added to your Certificate of Coverage that you as the Participating Member will do so.

Indemnification Clauses

With respect to proposed contract clauses requiring your indemnification of other entities and individuals, Primex³ will not provide you any coverage for that contractual obligation unless Primex³ has approved the indemnification clause, either in its original form or as modified by Primex³, in a signed Contractual Indemnification Form. Aspects of a contractual indemnification clause which are not explicitly approved in this manner are excluded from coverage by Primex³.

Recommendations:

With regards to In Paragraph 13, we can provide limited coverage to the County for the indemnification requirement. Specifically, indemnification coverage would be limited to claims arising solely from the County's negligence, the dollar amount is capped, and the scope of the coverage is limited to types of claims covered by Primex liability coverage and is subject to the disclaimer below.

We hope this helps, but please don't hesitate to call us if you have any questions.

Thank you,

Amy Poole

* Primex³ has reviewed the insurance, indemnification and subrogation provisions, if any, in this agreement in order to protect the interests of the risk pool. Your legal counsel should carefully review and approve all provisions of this agreement prior to your execution of it. To the extent Primex³ approves or conditionally approves any indemnification obligations, such indemnification will be provided solely for claims arising out of the acts of the public entity risk pool member covered under the applicable Primex³ Coverage Document, and indemnification is subject to the terms, limits, conditions and exclusions contained in the applicable Primex³ Coverage Document, Sections A Personal Injury Liability and B Property Damage Liability only. Sections C Public Officials Errors and Omissions, D Unfair Employment Practices, E Employee Benefit Liability, F Educator's Legal Liability Claims Made Coverage are not included in the scope of coverage. Any indemnification obligation that exceeds the foregoing parameters shall be your responsibility and Primex³ shall have no liability.

The MCVV's Mission Statement: The Merrimack County Visitation Center provides a safe, secure, and structured setting for child access/visitation services, and strives to eliminate the victimization of any person.

Laura J. Robitaille

EXPERIENCE AND SKILLS

Experience with Children

- Organized and operated at-home childcare
- Taught multi-age classroom for three years
- Served as assistant teacher for toddlers at large childcare center
- Supervised summer playground programs and camps
- Conducted 4-and 5-year-old Sunday school class
- Classroom volunteer

Creativity and Resourcefulness

- Custom-designed and created many children's costumes
- Constructed medieval-style castle and drawbridge for children's play
- Built home items with wood, including stilts and ladder to maximize space

Organizational Skills

- Conceptualized and spearheaded a new school fundraiser
- Directed and produced a high school play and a children's play
- Planned and scheduled special events and celebrations for children and adults
- Proposed group gift for supervisor, orchestrated and compiled its creation and presentation

EDUCATION

Post Baccalaureate Course Work-Granite State College- 12 credits completed
toward a Certificate in early childhood special education
BS Degree in Early Childhood Education, Granite State College, Concord, NH 2009
Associate Degree in Liberal Arts, concentration in Behavioral Studies,
NH Technical Institute, Concord, NH 2003
Interpersonal Skills Training Seminar, sponsored by Osram Sylvania, Hillsboro, NH

EMPLOYMENT HISTORY

Woodside School, Concord NH, Toddler Teacher 02/10-present
Childcare Provider, self-employed 10/08 – 6/09
Inventory Auditor, RGIS, Manchester, NH 11/07 - 7/08
Visitation Supervisor, Merrimack County Visitation Center, Concord, NH 2/05 – present
Teacher, grades 1-3, Hillsboro Christian School, Hillsboro, NH 9/04 – 8/07
In-Process Inspector, Osram Sylvania, Hillsboro, NH 1/94 – 5/01
Daycare Provider, self-employed 8/89 – 12/93

VOLUNTEER SERVICE

Teacher's Assistant, Hillsboro Christian School, Hillsboro, NH 1/04-6/04
Teacher and Music Director, Vacation Bible School, Peterborough, NH summers '01 - '04

Lidia Martinez

Objective: A career oriented position utilizing acquired skills, education and experience in human or social services environment which provides opportunity for continued challenge and professional growth.

Summary of Qualifications:

Administrating and coordinating hiring, training of new staff to include tracking trainings, sending reminders, Benefits administration, Cobra, FMLA.

Working with Sub-Contractors to initiate or renew contracts. This encompasses operational management skills and knowledge of NH Department of Labor Laws.

As a Human Resource/Office Manager: Responsible for the oversight of the company policies and procedures, adhering to state regulations and timelines, facilitating meetings, office supplies and budgeting.

In a supervisory role, managing staff with input into hiring and termination functions in addition to extensive job training, scheduling and performance evaluation activities.

As a team player, providing substantial input into problem solving and quality assurance activities. Attention to detail and timelines as required by the agency.

Experience in retail sales and operations, good oral and written communication skills, fluent in Spanish, excellent interpersonal and organizational skills.

Familiarity with the following computer systems and applications: various word processing, electronic filing, scanning, encrypting documents and data management package to include monitoring tracking system, data entry, reporting data, outlook, Knowledge of QuickBooks software, Microsoft Office proficient (Word, Access, Excel, Adobe)

**Employment
History:**

Visitation Supervisor

Merrimack County Visitation Center

8/2011-Present

Boscawen NH

- Responsible for supervising and monitor visits and exchanges between children and their Non-custodial relative(s) while ensuring the safety of the children and families.
- Responsible for completing observation notes relative to visits and exchanges.
- Assist in collection of fees from clients of the center.
- Attend to monthly staff meeting and trainings.

Human Resource/ Office Manager

Granite Bay Connections

9-2008 – 9/2010

Concord NH

- Implement new hiring process to include driver and criminal background checks.
- Supervise front desk position to include training and evaluation.
- Conduct staff training and maintain training records.
- As liaison to Department of Labor, Employment office, Anthem Health, Delta Dental, Simple IRA and company business department.
- Responsible of conducting internal audits of personnel records.
- Employees benefits coordination.
- Collect staff time sheet to include distributing pay checks as well as tracking payroll concerns.
- Liaison with various Area Agency which involve oversight of attendance sheets and progress reports deadlines.

Sr. Administrative Assistant

Gateways Community Services

3/2007 -9/2008

Nashua, NH

- Prepare and maintain participants books
- Copy and distribute check requests for approvals
- Input updates and maintain department databases.
- Assist staff with written and verbal communication as needed.
- Verification of employee timesheets and ADP payroll report.
- File all documentation according to HIPPA rules and regulations.
- Coordinate and maintain department schedule.
- Work directly with HR department in the new hire process.
- Responsible for monthly mailing to participants.
- Assist with the continued development of policies and procedures manual.

Administrative Assistant,

T & M Tax Services

7/2006 -9/2008

Manchester, NH

- Performance of general office duties such as ordering supplies, filing and answering the phones.
- Organize financial documents such as receipts, invoices, bank statements, Deposits and recorded them into bookkeeping software.
- Prepare immigration petitions and maintained files.
- Verify client information for tax processing.

Provider Relation Coordinator
Independence Care System (ICS)

11/2001- 7/2006
New York, NY

- Initiate provider's enrollment and credentialing process.
- Draft and created new provider contracts.
- Conduct Re-Credential Process for existing providers as required.
- Process demographic and contractual changes in the system.
- Research and resolve incorrect payments rejections and other issues with providers accounts.
- Supervise billing coordinators to assure accuracy in the reconciliation and payment process.
- Train new billing coordinator staff.

Education: Bachelor Degree in Law, (UTESA), Santo Domingo, D.R 1992.

Continuing Ed:

Excel, New Horizons, NYC 1998
Microsoft Access 2000 Skills Path Institute, NYC 2001
Business Writing, Baruch College, NYC 2001
Unemployment benefits overview training, Manchester NH 2009
Labor Department training, Concord NH 2009

Certifications: Homecare Supervision Certificate, Lehman College, NYC 2001
Tax Preparation Certificate, Jackson Hewitt NY 2004
Medical Interpreter Certificate, CCCS, NH 2007
Notary Public, NH, 2010

Diane M. Seamans

Objective: To obtain a part-time position with an agency that offers the opportunity to utilize my knowledge of human services.

Summary: I look forward to continuing my work within human services. As an employee for the State of New Hampshire for approximately thirty years, I am aware of the challenges individuals and families face each day. As support staff I recognized the importance of time frames, time management and accuracy required for the position. As a Case Technician for the Division of Welfare, I assisted individuals with their application for services including Medicaid, Financial Assistance and Food Stamps and made the determinations of eligibility for these services. While raising three children as a divorced mother and working full time for the Division of Welfare, I returned to college and earned a BS in Human Services at Southern New Hampshire University in Hooksett, NH. Upon receiving my degree I obtained a position with The Division for Children, Youth and Families as a Family Service Worker. My work with children through the years has shown me how resilient they are even in the most difficult circumstances. I went on to become a member of the Adoption Unit with DCYF. As a social worker in this field I enjoyed meeting families and assisting them with their desire to add to their family through adoption. I have experienced the delight of a child when they learned they were matched with a family for adoption.

Through my work with NH Division for Children, Youth and Families I have provided counseling and supportive services to children and adults. I have managed large caseloads that required writing reports to the court with recommendations, attending court hearings, working with area professionals, agencies, schools and hospitals. As an adoption social worker I wrote the adoptive histories required for the adoption of the child. I have facilitated training for Health and Human Services staff and pre-adoptive families. In my position as an adoption social worker and permanency worker, I have participated in the recruitment of foster and adoptive families. I have organized and run a foster/adoption support group at the Laconia District Office of DCYF. Over the years, I have completed many seminars and trainings as they related to my position in human services.

Employment:

December 1978-1980 New Hampshire Division of Welfare
Clerical and Support Staff

1980-1983 New Hampshire Division of Welfare
Case Technician, Aid to Families with Dependent Children (Food Stamps and Medicaid)

Diane M. Seamans
Resume, Page2

1983-February 2008

Child Protective Service Worker for the New Hampshire Division for Children, Youth and Families, NH Health and Human Services.

1983-1990 Family Services, NHDCYF
1990-2008 Adoption and Permanency, NHDCYF
2008-Present Merrimack County Visitation Services
2008-Present, NHDCYF Provider for Adoptive Histories
2008-Present Adoptive Families for Children, Provider

I retired from my position with the state and accepted a part-time position at Merrimack County Visitation Services in Concord, NH where I supervise visits between non-custodial parents and their children. I am also a provider for NHDCYF and write adoptive histories as they request them. I was employed by Adoptive Families for Children Inc. from 2008 until the business was sold in 2011. I currently work for the agency as a provider. In my position as a Social Worker/Provider with AFFC I meet with families who hope to adopt. I interview them during at least three home visits. I write the adoptive home studies for private and international adoptions. In this position I also meet with a family after the placement of a baby/child with them and I write post placement reports. I meet with them for several months and write a report after each visit until the adoption is finalized. If a family has waited for a placement for over a year, and the family still wants to adopt, the agency will contact me write an updated home study for the agency.

Education:

High School Diploma from Franklin High School, Franklin, NH
Bachelor of Science in Human Services, Southern New Hampshire University, Hooksett, NH.

Community Involvement:

Current Board Member of NH Quilt Documentation Project, Phase II
Presentations provided to several elementary schools in the area regarding Quilt History.
Quilt Show Chairperson, City of Franklin, NH
Girl Scout Leader, Room Mother for Elementary School, Reading and Math Tutor,
Volunteer for Franklin School District, Franklin, NH.
Capital Quilters Guild Board Member/Historian

Interests:

Photography, Sewing, Quilting, Mixed Media Art, Gardening, Travel and Family.

t. 2013

Benjamin B. Tokarz

Summary of Qualifications

- Six years of experience as a Police Officer in the State of New Hampshire
- Proficient in operating patrol vehicles according to departmental policy and state and local laws
- Hands-on experience in providing a visible deterrent against crime within the community
- Skilled in providing security assistance to the general public
- D.A.R.E. Instructor
- Court Officer

Education

- Police Standards and Training, Concord, NH, January - April 2011.
- Full -Time Police Officer Certificate, NH 2011
- New England Tractor Trailer Training School, North Andover, MA, January - April 2010.
- CDL A achieved
- Police Standards and Training, Concord, NH, September - November 2006.
- Part -Time Police Officer Certificate, NH 2007
- Concord High School, Concord, NH, graduated 1998.
- Diploma

Experience

Patrolman

November 2010 - Present. Warner Police Department, Warner, New Hampshire

Special Officer

September 2006 - December 2010, September 2013 - Present.
Henniker Police Department, Henniker, New Hampshire

- Help to create and maintain a feeling of security in the community.
- Take action on the calls for first aid and medical assistance.
- Insist on parking and traffic regulations.
- Issue citations.
- Responsible for investigating and reporting incidents.
- Perform security checks on buildings and residences.
- Investigate reported crimes.
- Testify in court and all other aspects in court duty.
- Make forcible arrests when necessary.
- Identify problems that are potentially serious law enforcement issues.
- Aid individuals who are in danger of physical harm.
- Work with New England Collage security and students.

Security Officer

June 2012- Present. Merrimack County Visitation Center, Boscawen, New Hampshire

- Maintain peace and order in a secure environment.
- Conduct security checkpoint by searching persons and belongings for unwanted items.
- Create and maintain a respectful environment for both clients and staff.

Owner

February 1999 - March 2012. B & A Waste Removal, Henniker, New Hampshire

- Built and maintained a successful waste removal business.
- Excellent customer service skills.
- Finance management: processing payments and paying bills using Windows software.
- Organizational skills in updating customer records and routes to be covered weekly.
- Managed part-time employees as needed.

References Stephen S. Pecora

Chief
Hopkinton Police Department
P.O. Box 499, 1696 Hopkinton Rd, Hopkinton, NH 03229
Phone: (603)746-5151
Email: police.chief@tds.net

Mark Bodanza
Captain
New Hampshire Police Standards and Training
17 Institute Drive, Concord, NH 03301
Phone: (603) 271-2133
Email: mbodanza@pstc.state.nh.us

Michael Martin
Officer
Henniker Police Department
340 Western Ave, Henniker, NH 03242
Phone: (603)428-3213
Email: hpd.mmartin@tds.net

Certificates

Basic Police Prosecutor	6/9-6/20/14	New Hampshire Police Standards
Active Shooter Program	6/28-6/30/2013	NH Department of Safety Division of State Police
Fraud Investigations	4/29-5/1/2013	New Hampshire Police Standards
D.A.R.E	12/14/2012	Department of Safety
SAR Line Officer Training	8/30/12	Homeland Security
Drug Law Enforcement Training Program	8/30/12	Homeland Security
LEOKA	10/18/2011	Keene, NH Police Department
Gaze Nystagmus/DWI	4/4-6/2011	New Hampshire Police Standards
National Incident Management System	4/1/2011	New Hampshire Police Standards
Critical Incident Management	3/23/2011	New Hampshire Police Standards
Hazardous Material	3/10/2011	New Hampshire Police Standards
Basic - Expandable Straight Baton	2/9-10/2011	New Hampshire Police Standards
Basic - Oleoresin - Capsicum	2/9-10/2011	New Hampshire Police Standards
Basic Defensive Tactics	1/6/2011	New Hampshire Police Standards
K-9 Training and Operations for Patrol and Narcotics	5/5/2010	Weare, NH Police K-9 Unit
Tazer X26	2/3/2010	Henniker, NH Police Department
DWI Preparations & Courtroom Testimony	10/19-21/2009	New Hampshire Police Standards

Dust & Bust	9/29-10/1/2009	New Hampshire Police Standards
Interview & Interrogation	9/14-18/2009	New Hampshire Police Standards
Balancing Work & Home	9/2/2009	New Hampshire Local Government Center
Breath Test Instrument Operator Intoxilyzer 5000	1/8/2009	State of New Hampshire Department of Safety
Breath Test Operator	1/6-8/2009	New Hampshire Police Standards
Radar	5/8/2008	New Hampshire Police Standards
HGN/SFST	3/25-28/2008	New Hampshire Police Standards
Domestic Violence Law Update & New Domestic Violence Forms	11/7/2007	Henniker , NH Police Department

COUNTY OF MERRIMACK
POSITION DESCRIPTION

TITLE: Visitation Supervisor
DEPARTMENT: Human Services
STATUS: Part-Time, Non-Exempt
LABOR GRADE: 2

EFFECTIVE DATE: 2/09/07

PRIMARY PURPOSE

Responsible for supervising and monitoring visits and exchanges between children and their non-custodial relative(s) while ensuring the safety of children and families. Visitation Supervisors will be required to take observational notes relative to the visits and exchanges.

DESCRIPTION OF DUTIES AND RESPONDIBILITIES

Under the general direction of the Human Services Director and the direct supervision of the Visitation Center Coordinator within established County and Department policies and procedures, the Visitation Supervisor performs the following functions:

PRIMARY FUNCTIONS

1. Responsible for supervising parents and children while they are participating in services at the Center.
2. Responsible for completing and maintaining detailed records relative to direct services.
3. Attend monthly trainings.
4. Travel to visitation sites within Merrimack County.
5. Attend regular staff meetings.
6. Assist in regular cleaning and organizing of the Visitation Center sites.
7. Assist in the collection of fees from clients of the Center.

SECONDARY FUNCTIONS

1. Assist in the general functioning of the Center to include the implementation of craft projects, and organization of toys.
2. Performs other similar or related duties as required or directed.

KNOWLEDGE, SKILLS AND ABILITIES

Individuals must possess knowledge, skills and abilities or be able to explain and demonstrate that the individual can perform the primary functions of the job, with or without reasonable accommodation, using some other combination of skills and abilities and to possess the necessary physical requirements with or without the aid of mechanical devices, to safely perform the primary functions of the job.

1. Possess an understanding of the Visitation Center's services.
2. Physical requirements include the ability to extend hand(s) and arm(s) in any direction; pick, pinch, type or otherwise work primarily with fingers.
3. Ability to establish and maintain an effective working relationship within Visitation Center, the community, court system, Merrimack County Human Services Office, and other entities that provide services to families, children and the general public.
4. Ability to express or exchange ideas both verbally and in writing.
5. Ability to receive, interpret and analyze detailed information through oral communications.
6. Ability to assess families in crisis.
7. Possession of basic computer skills and familiarity in a windows environment.
8. Ability to work well as part of a team environment.

WORK SCHEDULE: Part Time- Varies

QUALIFICATIONS

EDUCATION: High School Diploma or equivalent. Some classes in psychology, sociology, human services, or related preferred.

EXPERIENCE: Some experience in social services preferred.

LICENSURE/CERTIFICATION: None

MERRIMACK COUNTY VISITATION CENTER

ADVISORY BOARD MEMBERS

Ms. Meagan Atwood	Judy Roman.....225-0522
Deb Aulabaugh.....225-5451	Bob Sturke.....228-2999
Amy Davidson.....435-5105	Harry Thornley.....796-6623
Nancy Geiger.....1-855-212-1234	Mike Vanaskie.....226-1999
Mary Pilkington-Casey....225-3350	Paula Wall225-7376
Jill Rockey.....225-7376	

BRIANNA VASSILLION

OBJECTIVE

To obtain a position with an agency that specializes in serving children and families that will utilize my education, experience and knowledge as a professional in the field.

EDUCATION

University of New Hampshire, Manchester, NH

- MPH, Master of Public Health, May 2013.

University of New Hampshire, Durham, NH

- B.S., Bachelor of Science in Social Work (BSSW), May 2008.

EXPERIENCE

Merrimack County Visitation Center, Boscawen, NH

March 2014 – Present

Director

- Supervises visits and exchanges
- Supervision and training of all staff
- Grant writing and reporting
- Client contact via phone, letter and in person; client orientations; client risk assessments
- Program budget development and monitoring

Merrimack County Visitation Center, Boscawen, NH

May 2005 – March 2014

Senior Visitation Supervisor (May 2008 – Present) & Visitation Supervisor (September 2005 – May 2008)

- Completed intake assessments with victims and perpetrators of domestic violence to determine program eligibility and assess safety risks
- Supervised operations at the agency's satellite sites
- Communicated with clients via telephone and in person to facilitate their successful participation in the program
- Provided community education and outreach
- Conducted performance evaluations for the agency and tracked results
- Collected and analyzed data and statistics for agency use and for grant reports
- Supervised visitation and exchanges between non-custodial parents and children
- Completed detailed documentation of visitation services for court records and client files

Occupational Health Surveillance Program - Bureau of Public Health Statistics & Informatics

New Hampshire Division of Public Health Services, Concord, NH

December 2012 – June 2013

MPH Intern – Issue Brief Writer for Work Related Asthma project

- Conducted a literature review using academic literature databases
- Compiled and analyzed statistics from NH BRFSS Data
- Completed a written draft of issue brief titled: *Utilization of Industry Groupings in the BRFSS to Better Understand the Prevalence of Asthma in New Hampshire Workers* Publication TBD.
- Created outreach and communication plan for issue brief
- Presented results at NH Public Health Association's Annual Meeting

YWCA of Manchester, Manchester, NH

September 2007 – May 2008

Intern - Domestic Violence Advocate

- Completed crisis line and advocate training program
- Assisted victims of domestic and sexual violence in crisis by providing court accompaniments, hospital accompaniments and assistance/support in person and by telephone
- Provided support to children and parents attending interviews at the Child Advocacy Center
- Twice monthly shifts on the 24-hour Crisis Line

REFERENCES

Available upon request

Candice M. Coulter

Objective: I am seeking a challenging and rewarding position to help benefit families and children that will utilize my education and experience in Child Development.

Education:

Fall 2005-
Spring 2009

Southern New Hampshire University, Manchester, N.H.

B.A. Child Development/ Concentration in Early Childhood Leadership
Graduated May 2009

Courses completed

Family and Culture

Cognitive Development of Infants and Young Children

Psychosocial Development during Early Childhood

2001-2005

Pinkerton Academy, Derry, New Hampshire

Graduated June 2005

Experience:

December 2009-
Present

Merrimack County Visitation Center

Visitation Supervisor

Supervise visits between noncustodial parents and their children

Provide a safe visit for families

January-
April 2009

Intern at Child and Family Services

Worked with infants from birth to one year and their families to assess their development

Worked with expecting mothers to educate them on what to expect

95 Hours Completed

November-
December 2008

Family Math Night

Volunteer

Conducted math games with school aged children and their families to learn and have fun

October-
December 2008

Special Olympics of New Hampshire

Training for Young Athletes Program

Volunteer

May 2005-
April 2009

Babysitter

Cared for two children ages eight and five years

Some duties include:

Reading

Playing games

Feeding/ Changing

May 2004-
September 2012

Washington Park, CPM

Proctor

Maintaining overall cleanliness of pool

Regulating Chemicals

Office Assistant

Organizing Files

Noelle Stokes

Professional Summary

Experienced editorial professional with exposure to editing and layouts of written publications.

Experience

Concord Monitor

Concord, N.H.

May 2007-present

Community News Editor

- Summarize and format press releases for the calendars and business section.
- Reshape and enter information for socials and religious sections.
- Conduct telephone interviews and write ups for Q&A style content.
- Edit and layout of Town Crier and Hometown sections.
- Edited obituaries and interact with funeral homes and family members of the deceased.

Merrimack County Visitation Center

Boscawen, N.H., and Franklin, N.H.

September 2007-present

Visitation Supervisor

- Responsible for the supervision of visits between noncustodial parents and their children.
- Document and manage arranged visits.
- Attend monthly trainings on social issues.

Eagle Times

Claremont, N.H.

October 2006-May 2007

Editorial Assistant

- Edited obituaries and interacted with funeral homes and family members of the deceased.
- Entered calendar events, socials and senior news.
- Assisted with editorial layout.

Education

Institute of Children's Literature

Online

2004-2005

- Completed an at home correspondence course on writing for children and teens.

New Hampshire Writer's Project

Manchester, N.H., and Concord, N.H.

2004

- Completed all day poetry and writing workshops.

New England College

Henniker, N.H.

2000-2004

- Bachelor's degree in creative writing with a minor in theater.
- Highest grade point average in the Arts, Literature and Theater Collegium with 3.93 GPA.
- Alpha Chi National Honor Society from 2002-2004.

CONTRACTOR NAME
Merrimack County Visitation Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Brianna Vassillion	Director	\$53,843.25	0	0
Candice Coulter	Senior Visitation Supervisor	\$32,212.00	0	0
Noelle Stokes	Senior Visitation Supervisor	\$31,239.00	0	0
Benjamin Tokarz	Visitation Center Security	\$11,122.80	0	0
Diane Seamans, Lidia Martinez, Laura Robitaille, Vacant (2)	Visitation Supervisors	\$62,400.00	16%	\$10,000