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

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Nicholas A. Toumpas
 Commissioner

Mary S. Weatherill
 Director

August 8, 2013

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

100% Federal Funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Child Support Services, to amend an Agreement (Purchase Order #1021084) with the Supreme Court of New Hampshire, Administrative Office of the Courts, through its Office of Mediation and Arbitration, Concord, New Hampshire, (Vendor Number 177872) for access, visitation and mediation services by increasing the Price Limitation by \$70,000.00 from \$140,000.00 to \$210,000.00 and extending the completion date from September 30, 2013 to September 30, 2014, effective October 1, 2013 or date of Governor and Council approval, whichever is later. Governor and Council approved the original agreement on January 11, 2012, Item Number 50, and the amendment on October 3, 2012, Item Number 30. Funds are available in the following account for State Fiscal Year 2014 and are anticipated for SFY 2015 upon the availability and continued appropriation of funds in the future operating budget with authority to adjust amounts if needed and justified between State Fiscal Years:

05-95-95-957010-5028 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS,
 HHS:COMMISSIONER, DIV.OF CHILD SUPPORT SERVICES ACCESS AND VISITATION

Fiscal Year	Class/Object	Class Title	Current Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2012	072-500575	Grants to Non-Profits Federal	\$52,500.00	\$ 0.00	\$ 52,500.00
SFY 2013	072-500575	Grants to Non-Profits Federal	\$70,000.00	\$ 0.00	\$ 70,000.00

05-00095-042-427010-7933 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS:
 HUMAN SERVICES, CHILD SUPPORT SERVICES, ACCESS AND VISITATION

SFY 2014	072-500575	Grants to Non-Profits Federal	\$17,500.00	\$52,500.00	\$ 70,000.00
SFY 2015	072-500575	Grants to Non-Profit Federal	\$ 0.00	\$17,500.00	\$ 17,500.00
			\$70,000.00	\$ 70,000.00	\$210,000.00

EXPLANATION

The purpose of the contract is to continue to provide mediation services statewide to parents concerning parental rights and responsibilities. The services under this grant will provide mediation services to eligible individuals for whom paying for those services could create a financial hardship. The emphasis is to provide services to pro se, unwed parents whose children are receiving public assistance or are potentially at risk of becoming eligible for public assistance. The goal of the program is to increase cooperative behavior and provide a reasonable amount of contact between parents and their children to facilitate the psychological, developmental and financial benefit to the children. Studies have shown that parents who participate in mediation programs are more likely to stay in contact with their children and more likely to pay child support.

On October 22, 2012, the Division of Child Support Services was awarded a grant from the U.S. Department of Health and Human Services, Administration for Children and Families, for an access and visitation program. The total grant amount is \$100,000.00. This is the sixteenth (16th) year that a federal grant has been awarded to the New Hampshire Division of Child Support Services for an access and visitation program. State grants for access and visitation services have been awarded to community-based not-for-profit social service agencies following an open, competitive bid process. The Governor and Executive Council have approved all previous awards related to these federal grants.

This contract is awarded in accordance with the contract extension provision included in Section II of the Memorandum of Understanding approved by Governor and Executive Council on January 11, 2012 after a competitive procurement process. This Amendment represents level funding relative to the first year of the contract.

As stated in the Request approved by Governor and Council on January 11, 2012, Item Number 50, and as provided for in the agreement, this extension exercises the second of two one-year renewals subject to the concurrence of the parties and approval of Governor and Executive Council. The first one-year extension was approved by Governor and Council on October 3, 2012, Item Number 30.

Should Governor and Executive Council determine not to approve this Request, visitation services would not be available to low income families and research shows that parents who do not participate in these programs are less likely to comply with their child support order. Additionally, the Division of Child Support Services would not be in compliance with the federal regulations requiring each State receiving a grant for Access and Visitation Programs to offer services and to monitor, evaluate, and report on such programs.

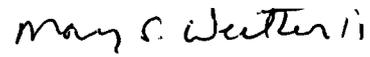
Area served: Statewide.

Source of funds: One hundred percent (100%) Federal Funds.

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

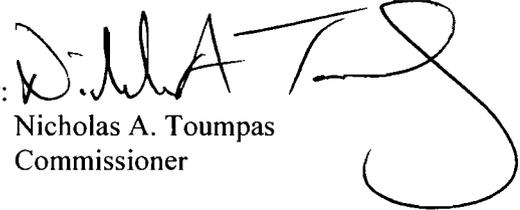
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
August 8, 2013
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Respectfully submitted,



Mary S. Weatherill
Director

Approved by:



Nicholas A. Toumpas
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICES
AMENDMENT TO AGREEMENT

This Amendment is made this first day of August 2013 between the State of New Hampshire, acting through the Department of Health and Human Services, Division of Child Support Services (hereinafter the "State") and Supreme Court of the State of NH, Administrative Office of the Courts, through its Office of Mediation and Arbitration, Concord, New Hampshire, (Vendor Number 24172), (hereinafter the "Contractor").

WHEREAS, the State and the Contractor originally entered into an Agreement on November 14, 2011, and having been approved by the Governor and Executive Council on January 11, 2012, (Item No. 50), for the period January 11, 2012 through September 30, 2012, and as amended on August 28, 2012 in order to extend the period through September 30, 2013, which Amendment was approved by the Governor and Executive Council on October 3, 2012 (Item No. 30), and

WHEREAS, the State and the Contractor desire to further amend their existing Agreement in accordance with Section III, Special Provisions, Item 4, Contract Extensions of the Memorandum of Understanding, stating there may be two (2) one (1) year extensions of the Contract by agreement of the parties,

NOW THEREFORE, the State and the Contractor mutually agree to further amend their existing Agreement as follows:

Amendment and Modification of Agreement:

1. The Agreement is hereby amended as follows:
 - A. Section II, Terms of Payment, Item 1 of the Memorandum of Understanding shall be further amended to read "\$210,000.00" in place of "\$140,000.00"
 - B. Section II, Terms of Payment, Item 1 of the Memorandum of Understanding shall be further amended to read "September 30, 2014" in place of "September 30, 2013".
 - C. Section II, Terms of Payment, Item 3 of the Memorandum of Understanding shall be further amended to read "All invoices shall be sent to Lori Anderson, Contract Manager, Division of Child Support Services, 129 Pleasant Street, Concord, NH 03301".
 - D. Section II, Terms of Payment, Item 4 of the Memorandum of Understanding shall be further amended to read "Lori Anderson, Contract Manager is the designated person from DCSS to resolve invoicing discrepancies. She can be reached at (603) 223-4828."

2. Effective Date of the Amendment:

This Amendment will be effective October 1, 2013 or the date of Governor and Executive Council approval, whichever is later.

3. Continuance of Amendment:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations hereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the representative of the State, in his official capacity only, and without personal liability, and of the Contractor have unto set their hands on the date first above written.

Department of Health and Human Services
Division of Child Support Services

Mary S. Weatherill
Mary S. Weatherill
Director

Department of Health and Human Services
Approved by:

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

Administrative Office of the Courts
State of New Hampshire

By: Donald D. Goodnow
Donald D. Goodnow, Director
Administrative Office of the Courts, Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the _____ day of _____, 2013, before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness thereof I hereto set my hand and official seal.

Notary Public/Justice of the Peace
My Commission Expires:

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

OFFICE OF THE ATTORNEY GENERAL

By: Jeanne P. Henick
Jeanne P. Henick, Attorney
Date: 9 Aug 2013

GOVERNOR AND EXECUTIVE COUNCIL

By: _____
Secretary of State

Date: _____