



46

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4745 1-800-852-3345 Ext. 4745
 FAX: 603-271-4787 TDD Access: 1-800-735-2964
 Automated Voice Response 1-800-371-8844

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

REQUESTED ACTION

100% Federal Funds

Authorize the Department of Health and Human Services, Division of Child Support Services, to amend an Agreement (Purchase Order #1020102) with Merrimack County Visitation Center, 249 Pleasant Street, Concord, New Hampshire, (Vendor Number 177435) for access, visitation and mediation services by increasing the Price Limitation by \$30,000.00 from \$60,000.00 to \$90,000.00 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 November 30, 2011, Item No. 71, and the amendment on October 3, 2012, Item Number 31. Funds are available in 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	\$22,500.00	\$ 0.00	\$22,500.00
SFY 2013	072-500575	Grants to Non-Profits Federal	\$30,000.00	\$ 0.00	\$30,000.00

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	\$ 7,500.00	\$ 22,500.00	\$30,000.00
SFY 2015	072-500575	Grants to Non-Profits	\$ 0.00	\$ 7,500.00	\$ 7,500.00
			\$60,000.00	\$ 30,000.00	\$ 90,000.00

EXPLANATION

The purpose of the contract is to continue to provide in Merrimack, Grafton, Cheshire and Hillsborough Counties, mediation and safe, supervised access and visitation between children and their parents and to provide safe, supervised transfer of children between their parents during visitations. Services will be provided in safe, secure and structured environments at visitation centers located in Concord, Franklin, Henniker, Pittsfield, Keene, Manchester, Nashua and Lebanon, New Hampshire. The goal of the program is to increase cooperative behavior and provide a reasonable amount of contact between parents and their children and to facilitate the psychological, developmental and financial benefit to the children. Studies have shown that parents who participate in supervised visitation 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 Exhibit C of the contract approved by Governor and Executive Council on November 30, 2011 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 November 30, 2011, Item #71, 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 31.

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: Merrimack, Grafton, Cheshire, and Hillsborough Counties.

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
Page 3

Respectfully submitted,

Mary S. Weatherill

Mary S. Weatherill
Director

Approved by:

Nicholas A. Toumpas

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 Merrimack County Visitation Center, 249 Pleasant Street, Concord, New Hampshire, (Vendor Number 177435), (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 November 30, 2011, (Item No. 71), for the period November 30, 2011 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. 31), and

WHEREAS, the State and the Contractor desire to further amend their existing Agreement in accordance with Section 18, Amendment, of the General Provisions of the Agreement, and

WHEREAS, Exhibit C, Special Provisions, Item 4, Contract Extensions states 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. Item 1.8, Price Limitation, of the General Provisions shall be further amended to read "\$90,000.00" in place of "\$60,000.00"
 - B. Item 1.7, Completion Date, of the General Provisions shall be further amended to read "September 30, 2014" in place of "September 30, 2013".
 - C. Exhibit B, Terms of Payment, Item 5 shall be further amended to read "The itemized invoice shall be sent to Lori Anderson, Contract Manager, Division of Child Support Services, 129 Pleasant Street, Concord, NH 03301".
 - D. Exhibit B, Terms of Payment, Item 6 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

CONTRACTOR

By: Julie Darling
Merrimack County Visitation Center

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 2nd day of August, 2013, before me, Judith A Roman, the undersigned officer, personally appeared Julie Darling, 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.

Judith A Roman
Notary Public/Justice of the Peace
My Commission Expires: June 17, 2014

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. Herrick
Jeanne P. Herrick, Attorney
Date: 9 Aug 2013

GOVERNOR AND EXECUTIVE COUNCIL

By: _____
Secretary of State

Date: _____

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Judith A. Roman, do hereby certify that:
(Name of Clerk of the Corporation: cannot be contract signatory)

1. I am a duly elected Clerk of Merrimack County Visitation Center.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on July 18, 2013:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, _____, for the provision of
access and visitation services.

RESOLVED: That the Coordinator
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the _____ day of August, 2013.
(Date Contract Signed)

4. Julie Darling is the duly elected
Coordinator
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Judith A Roman
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 5th day of August, 2013,

By JUDITH Roman
(Name of Clerk of the Corporation)

M. J. T. M. J.
(Notary Public/Justice of the Peace)

Commission Expires: 5/25/16



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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303	604	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
X	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2013	1/1/2014	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				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	
X	Workers' Compensation & Employers' Liability	1/1/2013	1/1/2014	X Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	\$
	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
			By: <i>Tammy Denver</i>
State of NH - Div. of Child Support Services Lori Anderson 129 Pleasant Street Concord, NH 03301			Date: 8/1/2013 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax



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

G+C
 Approved
 10/3/12
 Item #31

Nicholas A. Toumpas
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4745 1-800-852-3345 Ext. 4745
 FAX: 603-271-4787 TDD Access: 1-800-735-2964
 Automated Voice Response 1-800-371-8844

Mary S. Weatherill
 Director

August 28, 2012

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Child Support Services, to amend an Agreement (Purchase Order #1020102) with Merrimack County Visitation Center, 249 Pleasant Street, Concord, New Hampshire, (Vendor Number 177435) for access, visitation and mediation services by increasing the Price Limitation by \$30,000.00 from \$30,000.00 to \$60,000.00 and extending the completion date from September 30, 2012 to September 30, 2013, effective October 1, 2012. Governor and Council approved the original agreement on November 30, 2011, Item No. 71. Funds are available in State Fiscal Year 2013 and are anticipated for SFY 2014 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	\$22,500.00	\$ 0.00	\$22,500.00
SFY 2013	072-500575	Grants to Non-Profits Federal	\$ 7,500.00	\$ 22,500.00	\$30,000.00
SFY 2014	072-500575	Grants to Non-Profits Federal	\$ 0.00	\$ 7,500.00	\$ 7,500.00
			<u>\$30,000.00</u>	<u>\$ 30,000.00</u>	<u>\$ 60,000.00</u>

EXPLANATION

The purpose of the contract is to continue to provide in Merrimack, Grafton, Cheshire and Hillsborough Counties, mediation and safe, supervised access and visitation between children and their parents and to provide safe, supervised transfer of children between their parents during visitations. Services will be provided in safe, secure and structured environments at visitation centers located in Concord, Franklin, Henniker, Pittsfield, Keene, Manchester, Nashua and Lebbanon, New Hampshire. The goal of the program is to increase cooperative behavior and provid a reasonable amount of contact between parents and their children and to facilitate the

psychological, developmental and financial benefit to the children. Studies have shown that parents who participate in supervised visitation programs are more likely to stay in contact with their children and more likely to pay child support.

On October 20, 2011, 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 fifteenth (15th) 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 Exhibit C of the contract approved by Governor and Executive Council on November 30, 2011 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 November 30, 2011, Item #71, and as provided for in the agreement, this extension exercises the first of two one-year renewals subject to the concurrence of the parties and approval of Governor and Executive Council.

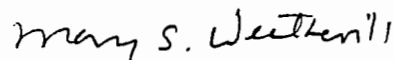
Should Governor and Executive Council determine not to approve this Request, visitation services would not be available to low income families and research shows that parents who do not participate in these programs are less likely to comply with their child support order. Additionally, the Division 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: Merrimack, Grafton, Cheshire, and Hillsborough Counties.

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

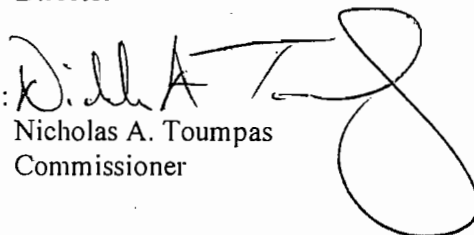
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

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 twenty-second day of August 2012 between the State of New Hampshire, acting through the Department of Health and Human Services, Division of Child Support Services (hereinafter the "State") and Merrimack County Visitation Center, 249 Pleasant Street, Concord, New Hampshire, (Vendor Number 177435), (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 November 30, 2011, (Item No. 71), for the period November 30, 2011 through September 30, 2012, and

WHEREAS, the State and the Contractor desire to further amend their existing Agreement in accordance with Section 18, Amendment, of the General Provisions of the Agreement, and

WHEREAS, Exhibit C, Special Provisions, Item 4, Contract Extensions states 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. Item 1.8, Price Limitation, of the General Provisions shall be further amended to read "\$60,000.00" in place of "\$30,000.00"
 - B. Item 1.6, Completion Date, of the General Provisions shall be further amended to read "September 30, 2013" in place of "September 30, 2012".
2. Effective Date of the Amendment:

This Amendment will be effective October 1, 2012 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

CONTRACTOR

By: Julie Darling
Merrimack County Visitation Center

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this the 23rd day of August, 2012, before me,
Judith A. Roman, the undersigned officer, personally appeared
Julie Darling, 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.

Judith A. Roman
Notary Public/Justice of the Peace
My Commission Expires: 6/17/2014

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

OFFICE OF THE ATTORNEY GENERAL

By: Janet C. Herrick
Janet C. Herrick, Attorney
Date: 31 Aug 2012

GOVERNOR AND EXECUTIVE COUNCIL

By: _____
Secretary of State

Date: _____

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Judith A. Roman, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Merrimack County Visitation Center.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on September 4, 2012.
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, DCSS for the provision of

Visitation and Access services.

RESOLVED: That the Coordinator
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6th day of September, 2012.
(Date Contract Signed)

4. Julie Darling is the duly elected
Coordinator
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Judith A. Roman
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 6th day of September, 2012.

By Judith A. Roman.
(Name of Clerk of the Corporation)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2014



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 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303	Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2012	1/1/2013	Each Occurrence \$ 5,000,000 General Aggregate \$ 5,000,000 Fire Damage (Any one fire) \$ Med Exp (Any one person) \$
<input type="checkbox"/> 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	1/1/2012	1/1/2013	<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	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
State of NH - Div. of Child Support Services Lori Anderson 129 Pleasant Street Concord, NH 03301			Date: 9/4/2012 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax



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

G+C approved
 #71
 11/30/11

Nicholas A. Toumpas
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4745 1-800-852-3345 Ext. 4745
 FAX: 603-271-4787 TDD Access: 1-800-735-2964
 Automated Voice Response 1-800-371-8844

Mary S. Weatherill
 Director

November 14, 2011

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Child Support Services to enter into an Agreement with Merrimack County Visitation Center, 249 Pleasant Street, Concord, New Hampshire 03301 (Vendor #177435 B003) for access, visitation and mediation services in an amount not to exceed \$30,000.00 effective upon Governor and Council approval through September 30, 2012. Funds are available in the following accounts for State Fiscal Years 2012 and 2013 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	Amount
SFY 2012	072-500575	Grants to Non-Profits-Federal	\$22,500.00
SFY 2013	072-500575	Grants to Non-Profits-Federal	<u>\$ 7,500.00</u>
		Total	\$30,000.00

EXPLANATION

The purpose of the contract is to continue to provide in Merrimack, Grafton, Cheshire, and Hillsborough Counties, mediation and safe, supervised access and visitation between children and their parents and further to provide safe, supervised transfer of children between their parents during visitations. Services will be provided in safe, secure, and structured environments at visitation centers located in Concord, Franklin, Henniker, Pittsfield, Keene, Manchester, Nashua, and Lebanon, New Hampshire. The goal of the program is to increase cooperative behavior and provide a reasonable amount of contact between parents and their children and to facilitate the psychological, developmental and financial benefit to the children. Studies have shown that parents who participate in supervised visitation programs are more likely to stay in contact with their children and more likely to pay child support.

On October 8, 2010 the Division of Child Support Services was awarded a grant for 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 in the amount of \$100,000.00. This is fourteenth (14th) 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 subsequent to a competitive procurement process. The Request for Proposals for access, visitation and mediation services was posted on the Department of Health and Human Services website from May 25, 2011 to June 30, 2011. On May 25, 2011, the Division of Child Support Services distributed letters to fifty-three (53) potential bidders to visit the website or to have a copy mailed to them. Three (3) formal proposals were submitted. On July 21, 2011, an Evaluation Committee was convened to review, evaluate and score the proposals based upon the terms, conditions and requirements published in the Request For Proposals. Two (2) proposals were selected for funding: Merrimack County Visitation Center attained a score of 85.25 out of 100 possible points and Office of Mediation and Arbitration Judicial Branch attained a score of 86. Monadnock Family Services, Inc. was not selected because its proposal was incomplete in responses to the federal reporting requirements for the program and the scope of work. It attained a score of 49. The bid summary and solicitation list is attached.

The Merrimack County Visitation Center originally requested \$48,000.00 for 1,500 hours of Visitation Services. The Evaluation Committee recommended an award of \$30,000.00 for one (1) year. Merrimack County Visitation Center provides these same services currently and the Division has been satisfied with their performance. This requested agreement maintains the same level of funding as the current contract. This agreement allows for two (2) one (1) year extensions upon successful performance of the vendor, agreement of the parties and approval of the Governor and Executive Council.

Should Governor and Executive Council not authorize this Request visitation services would not be available to low income families and parents who do not participate in these programs are less likely to comply with their child support order and make regular child support payments.

Area Served: Merrimack, Grafton, Cheshire, and Hillsborough Counties.

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

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

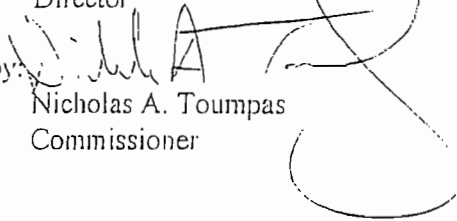
Respectfully submitted,



Mary S. Weatherill

Director

Approved by:



Nicholas A. Toumpas

Commissioner

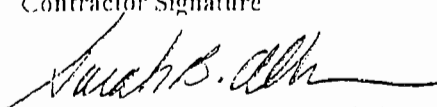
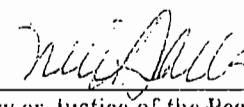
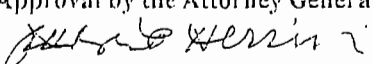
Subject: Access & Visitation

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services Division of Child Support Services		1.2 State Agency Address 129 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name Merrimack County Visitation Center		1.4 Contractor Address 249 Pleasant St Concord New Hampshire 03301	
1.5 Contractor Phone Number (603) 223-0907	1.6 Account Number 010-50280000-500575	1.7 Completion Date September 30, 2012	1.8 Price Limitation \$30,000.00
1.9 Contracting Officer for State Agency Jean M. Marston		1.10 State Agency Telephone Number (603) 223-4820	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sarah B. Allen, Coordinator	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> September 28, 2011 On _____, 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 Julie Darling, Notary Public My Commission Expires March 24, 2015			
1.14 State Agency Signature Mary S. Weatherill		1.15 Name and Title of State Agency Signatory Mary S. Weatherill, Director Division of Child Support Services	
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:  Jeanne P. Herrick, Attorney On: <u>8 Nov. 2011</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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

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.

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Judith A. Roman, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Merrimack County Visitation Center.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 21, 2011;
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, DCSS, for the provision of

Visitation and Access services.

RESOLVED: That the Coordinator
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of September, 2011.
(Date Contract Signed)
4. Sarah B. Alien is the duly elected
Coordinator
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Judith A. Roman
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 28th day of September, 2011.

By Judith A. Roman
(Name of Clerk of the Corporation)

Michelle Kelly
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: My Commission Expires March 24, 2015

EXHIBIT A

Scope of Work

This Contract is between the State of New Hampshire, Department of Health and Human Services, Division of Child Support Services (hereinafter called "DCSS") and Merrimack County Visitation Center (hereinafter called the "Contractor") for access and visitation services. The Request for Proposals for access and visitation services issued by the Department on May 27, 2011 and the proposal submitted by the Contractor on June 21, 2011 are incorporated herein by reference and made an integral part of this Agreement. In consideration of the mutual agreements contained herein, the Contractor and DCSS hereby agree as follows:

1. The Contractor shall provide visitation enforcement services, including monitoring, supervision, neutral drop-off and pick-up, as well as Mediation Services in relation to arranging all visitation and access services. These services shall be provided to parents, with or without primary residential responsibilities, with emphasis focused on pro se, unwed parents whose children are receiving public assistance or are potentially at risk of becoming eligible for public assistance.
2. The Contractor shall provide services when the parties have a conflict over parenting responsibilities.
3. The Contractor's staff that performs the actual supervision shall be screened, hired, trained, and supervised by the Contractors Coordinator. The staff must participate in a minimum of twenty (20) hours of job shadowing prior to providing any services, and participate in the prescribed New Hampshire Guidelines Training Program.
4. The Contractor's staff must participate in monthly trainings as suggested by the national Supervised Visitation Network organization. The Contractors staff also receives regular trainings from many professionals within the community. The following is a list of some training issues covered by the Contractor on an annual basis:
 - a. The history of violence against women
 - b. The identification and method(s) of referral of domestic violence cases
 - c. Myths that perpetuate victim-blaming
 - d. Why battered women remain with abusive partners
 - e. The identification and method of referral of domestic violence cases
 - f. The forms of domestic violence
 - g. The effects of domestic violence on women and children
 - h. Causes of battering
 - i. Risk assessment with batterers
 - j. Child development
 - k. Child abuse and neglect
 - l. Services available to the public concerning domestic violence
 - m. The overlap between domestic violence and child abuse
 - n. Substance abuse issues
 - o. Batterer's intervention
 - p. HIV and communicable disease awareness
 - q. Cultural diversity

- r. Crisis intervention
 - s. Confidentiality
 - t. Inter-personal communication
 - u. Collaboration training
5. The Contractor shall screen all clients and families for domestic violence during the intake process. All individuals are directly and indirectly asked questions about the history of domestic violence and control within their family. Further questions are asked to determine the volatility of the family. If the risk to provide services is determined to be too high, the Contractor shall deny services. The Contractor shall require the participants of the program sign a release to obtain their criminal record history if it is determined that this would be helpful in assessing risk factors. The Contractor shall consult with the Sheriff's Department if there are additional safety questions.
 6. The Contractor shall facilitate services by mediating a plan for visitation and exchange services between the parties. The plan, once negotiated, is retained in each family's file at the Contractor's office. Parties may be referred to legal counsel to facilitate judicial approval of visitation agreements within parenting plans.
 7. The Contractor has a sliding fee scale that is applied whenever an individual requests a reduced fee. Assistance is provided to individuals who are indigent. Referrals are made for other services to assist individuals who are indigent.
 8. The Contractor shall provide referral services to any and all families when deemed appropriate. The Contractor shall make referral to parenting classes and seminars, individual counseling, family counseling, divorce impact seminars, and mediation, when appropriate. Referrals are also made for pro bono legal aid, Division for Children Youth and Families, and Division of Child Support Services. The Contractor has developed a specific reference and referral booklet for families who participate in visitation and access services.
 9. The Contractor shall provide safe, secure and structured settings for children to visit their non-custodial parents. Rules and procedures will be followed to make certain that parents have no contact with each other while in the Contractor's facilities.
 10. The Contractor shall provide three specific services:
 - a. Fully supervised visits where a visitation supervisor is present during the entire visit;
 - b. Partially supervised visits where a visitation supervisor looks in on the family approximately every ten (10) to fifteen (15) minutes; and
 - c. Supervised exchanges where a visitation supervisor transfers the child from one parent to another.
 11. The Contractor shall provide fully supervised visits to any families where there is an agreement between the parties, or where there is a court order to do so, and the Contractor can provide the service safely. Fully supervised visits are conducted on the premises of the Contractor and involve a visitation supervisor observing the entire visit. The child (ren) is never left alone with the visiting party. The visitation supervisor hears

everything that is said during the visit. No whispering is allowed and no foreign languages or sign language may be spoken or used unless an interpreter is present. The visit is documented on an "Observation Form" in a narrative format. This includes the greeting of the family, the activities which take place during the visit, some of the conversation and any inappropriate remarks made during the visit, any interventions made by the visitation supervisor, and the ending of the visit.

Visiting parents must arrive at the Contractor's site fifteen (15) minutes prior to any visit taking place. They are to enter through door "A". A Merrimack County Deputy Sheriff or other security staff greets them and searches their belongings. The only items they are allowed to bring with them are food and drink for the visit. Any other item they wish to bring with them to the visit must be called in to the Contractor four (4) days prior to the visit. The residential parent must approve these items before they may be taken into a visit or given to a child (ren). The residential parent and child (ren) arrive at the exact time of the visit and enter through door "C". They wait until a visitation supervisor enters the waiting room to indicate the visit is to begin. The Contractor has cameras in the waiting room so the residential parent and child can be observed arriving. The residential parent must leave the building and the child (ren) goes with the staff. The non-residential parent is then called to the visiting room by either the child (ren) or the visitation supervisor. The visit occurs for the length of time specified in the court order or, if the visit is not subject to a court order, the agreed upon length of time. Fully supervised visits are never more than two (2) hours in duration. At the end of the visit, the child (ren) is returned to the residential parent waiting in room "C". The non-residential parent must return to waiting room "A" and must remain there for an additional fifteen (15) minutes after the child (ren) leave the premises with the residential parent.

12. The Contractor shall provide semi-supervised visits to any families where there is an agreement between the parties, or where there is a court order to do so. Semi-supervised visits are conducted on the Contractor's site and involve a visitation supervisor starting the visit, and then checking the family every ten (10) to fifteen (15) minutes and documenting their activities. The family remains on site and must stay in the designated room. Their entire visit is not observed. The visit is also documented on an "Observation Form". The activities that take place during the supervisor's checks and any and all inappropriate remarks are documented.

Visiting parents must arrive at the Contractor's site fifteen (15) minutes prior to any visit taking place. They must enter through door "A". The Merrimack County Deputy Sheriff greets them and their belongings are searched. The only items they are allowed to bring with them are food and drink for the visit. Any other item they wish to bring with them to the visit must be called in to the Contractor four (4) days prior to the visit. The residential parent must approve these items before they may be taken into the visit or given to the child. The residential parent and child (ren) arrive at the exact time of the visit and enter the building through door "C". They wait until a visitation supervisor enters the waiting room to indicate the visit is about to begin. The residential parent leaves and the child (ren) go with the staff. The non-residential parent is then called to the visiting room by either the child or the visitation supervisor. The visit occurs for the specified length of time, during which a visitation supervisor checks in on the family every ten (10) to fifteen (15) minutes. At the end of the visit the child is returned to the residential parent in waiting room "C". The non-residential parent must return to waiting

room "A" and must remain there for an additional fifteen (15) minutes after the child leaves the premises with the residential parent.

13. The Contractor shall provide supervised exchanges to any families where there is an agreement between the parties, or where there is a court order to do so. Supervised exchanges are conducted on the Contractors site and involve a visitation supervisor transferring a child (ren) from one parent to the other parent. Exchanges may occur for a two (2) hour visit, or for a week or more at a time. Child (ren) are exchanged from the residential parent to the non-residential parent and vice versa. Each time an exchange occurs, one of the parents is designated to arrive first to a specific waiting room. Non-residential parents must arrive at entrance "A" and are greeted by the Merrimack County Deputy Sheriff on duty. Their belongings are searched and then they wait for their child (ren) to be transferred to them. They must then wait an additional fifteen (15) minutes, after the residential parent leaves, prior to leaving the site.
14. The Contractor has a "no show" policy that is applied to clients. When a parent, residential or non-residential, does not show for an scheduled visit and the Contractor has not received a call canceling the visit, then that party "no-showed" and is responsible for the entire cost of the visit even if they have a reduced fee or are a Division of Child Support Services client.

When a parent cancels a visit without a twenty-four (24) hour notice, the Contractor collects the total fee that would have been collected from both parties, from the canceling party.

If a parent cancels the visit with a twenty-four (24) hour notice, neither party is charged for the visit.

Child (ren) are allowed to cancel a visit. In order for a child(ren) to be credited for the cancellation, the child(ren) must be at the Contractor site and inform staff directly. The financially responsible party of the visit will still be charged for the visit. If the financially responsible parent is a DCSS client, DCSS will be billed for that visit.

15. The Contractor and its subcontractors shall provide visitation and access services throughout New Hampshire. The Family Visitation and Access Standards will be adhered to by the Contractor and all subcontractors. Services will be provided throughout the state in the following locations:

The Contractor: 249 Pleasant Street, Concord, NH 03301
Franklin Regional Hospital, Franklin, NH 03235
Larter Hall, New England College, Henniker, NH 03242
Pittsfield Police Station, Main St., Pittsfield, NH 03263

Subcontract Sites: Emerge Family Advocates
White River Junction, VT 05001

All R Kids Supervised Visitation Center
24 Vernon St., Keene, NH 03431

Greater Nashua Visitation Center
15 Prospect St., Nashua, NH 03060

YWCA Visitation Center
27 Lowell St., Suite 302, Manchester, NH 03101

16. The Contractor's services are scheduled on nights and weekends when families are most available. The following is the schedule:

Concord Site:	Wednesday	3:00 – 7:00 PM
	Friday	4:00 – 8:00 PM
	Saturday	9:00 – 1:00 PM
	Sunday	3:00 – 7:00 PM
Franklin Site:	Friday	4:00 – 8:00 PM
	Sunday	2:30 – 6:30 PM
Henniker Site:	Sunday	3:00 – 7:00 PM
Pittsfield Site:	Friday	4:00 – 8:00 PM
	Sunday	3:00 – 7:00 PM

Several of the subcontract sites have hours available each day of the week. Hours at most sites are flexible.

17. The Contractor's Coordinator shall be responsible for the administration of the overall project, including the following activities:
- Supervision and scheduling
 - Recruiting, training and supervising staff
 - Acting as a liaison with courts and other agencies as appropriate
 - Participating as needed in state and federally sponsored conferences or teleconferences
 - Tracking the statistics and outcome measures of the program and reporting to the Division of Child Support Services
 - Designing and implementing a procedure for program evaluation
18. The Contractor's Coordinator shall supervise all staff and subcontractors. The Contractor shall provide, or ensure, adequate staffing levels and professionally competent staff to perform all services to be provided under the terms of this contract. Upon the request of the Department, the Contractor shall provide personnel resumes with details of qualifications, education, training, and certification of all persons employed under the terms of this contract.
19. The Contractor shall provide a quarterly report to the Department in the format required by DCSS. All of the following shall be included:
- Outreach efforts with courts, community agencies, state agencies and others who provide services to ensure that the appropriate target population is being served
 - Intake procedures
 - Hours of service provided, by location
 - Percentage of cases in which access and visitation was successfully arranged

- e. Follow-up with clients to determine their access and visitation status
- f. Demographic data describing clients served

- 20. All monitoring, evaluation and reporting will be conducted in compliance with the regulations under Section (c) (3) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA).
- 21. The Contractor shall use statistics, client evaluations and referral evaluations to determine the measurable outcomes and benefits to be provided to children, families, the community, and to child support collections efforts. Statistics and information will be provided to DCSS on a quarterly basis to help determine the rate at which clients pay their required child support in conjunction with seeing their child (ren) regularly.

EXHIBIT B

Terms of Payment

Budget

1. Summary of charges shall be as follows:

Visitation Supervisor Hourly Rate	\$16.00
Additional Visitation Staff and Security Staff	<u>\$16.00</u>
Total Cost per Hour of Service	\$32.00

Hours of Service 937.50

Total Price Limitation \$30,000.00

2. The Contractor agrees and understands that the cost structure, including all of the above stated prices, shall be guaranteed for the term of the contract through September 30, 2012.
3. The Contractor shall invoice DCSS quarterly for the services performed. The invoice shall be submitted to DCSS within thirty (30) days of the end of the month of the quarter the services were performed. Failure to submit the invoice to DCSS within thirty (30) days of the end of the month of the quarter may result in compensation for services being withheld until the invoice is submitted.
4. The Contractor shall submit an itemized invoice to DCSS. The itemized invoice shall specify the monthly cost per each item specified in Exhibit B, 1.
5. The itemized invoice shall be sent to Jean M. Marston, Contracts Manager, Division of Child Support Services, 129 Pleasant Street, Concord, NH 03301.
6. Jean M. Marston, Contracts Manager, is the designated person from the State to resolve invoicing discrepancies. She can be reached at (603) 223-4820. The State will notify the Contractor within ten (10) days of any change in the designated person or in their telephone number.
7. Sarah B. Allen, Coordinator, is the designated person from the Contractor to resolve invoicing discrepancies. She can be reached at (603) 223-9907. The Contractor shall notify DCSS within ten (10) days of any change in the designated person or their telephone number.
8. Compensation paid by DCSS shall be accepted by the Contractor as payment in full for the services provided under this contract.
9. The total amount obligated hereunder shall not exceed a total of \$22,500.00 for State Fiscal Year 2012 and \$7,500.00 for State Fiscal Year 2013.

EXHIBIT C

Special Provisions

1. ORDER OF PRECEDENCE:

- a. The authorizing document (i.e. Contract) in conjunction with the New Hampshire Contract Terms and Conditions (Form P-37) has precedence over all documents. In the event of a conflict of ambiguity among the text of documents, the following order of precedence is defined:

1. New Hampshire Standard Contract Terms and Conditions, Form P-37, and its Exhibits A-G.
2. Request for Proposals 11-DCSS-AV-01 dated May 25, 2011.
3. The Response to the Request for Proposals 11-DCSS-AV-01.
4. All other applicable reference documents.

2. AWARD CONTINGENT UPON FEDERAL PARTICIPATION

The award of a Contract under this procurement is contingent upon federal financial participation by the United States Department of Health and Human Services and sufficient non-federal matching funds from the State.

3. NON-COMPLIANCE WITH CONTRACT

The Department of Health and Human Services, Division of Child Support Services, may withhold ten percent (10%) of the payment requested by the Contractor if, in the sole judgment of DHHS, the Contractor is non-compliant with any term or condition of the Contract. DCSS will provide the contractor with a written description of the situation or issues that cause non-compliance and that require remediation. Payments withheld will be released to the Contractor upon determination by DCSS that the conditions causing non-compliance have been remedied to the satisfaction of DCSS.

4. CONTRACT EXTENSIONS

There may be two (1) one year extensions of the Contract if requested by the Contractor and approved by DCSS. The terms and conditions of the Contract shall remain in full force and effect throughout any extension period. No contract extension will take effect until authorized by the Governor and the Executive Council.

5. RETROCATIVE PAYMENTS

Notwithstanding anything to the contrary contained in this Agreement, or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

6. POLICY AND PROCEDURE CHANGES

DCSS shall be responsible for notifying the Contractor of any policy and/or procedure change affecting the access and visitation contract within thirty (30) days prior to the implementation of such policy and/or procedure. The Contractor shall implement the changes by the date specified by DCSS.

7. RECORD KEEPING

The Contractor shall maintain documentation for all charges against DCSS under the Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of five (5) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice, by the State of New Hampshire or any appropriate federal agency, or their duly appointed representatives. The records shall be maintained in accordance with Generally Accepted Accounting Principals (GAAP).

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. **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

2. **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.

3. **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

4. **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.

5. **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.

6. **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.

7. **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.

8. **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 fundors 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:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 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:

9. **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:

9.1 **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.

9.2 **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.

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

10. **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.

10.1 **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.

10.2 **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.

11. **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.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 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.

13. 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.

14. 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:

14.1 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.

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.

SPECIAL PROVISIONS – 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.

NH Department of Health and Human Services

STANDARD EXHIBIT D

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

Merrimack County October 1, 2011
Visitation Center From: To: September 30, 2012
 (Contractor Name) (Period Covered by this Certification)

Sarah B. Allen Coordinator
 (Name & Title of Authorized Contractor Representative)

Sarah B. Allen 9-28-11
 (Contractor Representative Signature) (Date)

STANDARD EXHIBIT E

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):

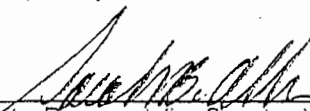
- *Transitional Aid to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Job Opportunities and Basic Skills Program under Title IV-F
- *The Food Stamp Program under Title VII
- *Social Services Block Grant Program, Title XX
- *Medicaid Program under Title XIX

Contract Period: 10/01/11 through 09/30/12

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 Representative Signature)

Sarah B. Allen Coordinator
(Authorized Contractor Representative Name & Title)

*Merrimack County
Visitation Center*
(Contractor Name)

9-28-11
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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 12529 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

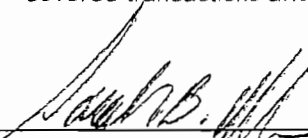
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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 (1)(b) of this certification; and
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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 Representative Signature)

Sarah B. Allen Coordinator

(Authorized Contractor Representative Name & Title)

*Merrimack County
Visitation Center*

(Contractor Name)

9-28-11

(Date)

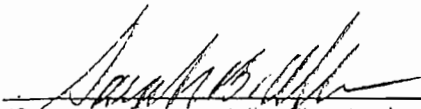
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990



(Contractor Representative Signature)

Sarah B. Allen *Coordinator*

(Authorized Contractor Representative Name & Title)

Merrimack County
Visitation Center

(Contractor Name)

9-28-11

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

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.

[Handwritten Signature]
 (Contractor Representative Signature)

Sarah B. Allen Coordinator
 (Authorized Contractor Representative Name & Title)

Merrimack County
 Visitation Center
 (Contractor Name)

9-28-11
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- c. 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

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

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

DHHS
The State Agency Name

Merrimack County
Visitation Center
Name of the Contractor

Mary Weatherill
Signature of Authorized Representative

Sarah B. Allen
Signature of Authorized Representative

MARY S. WEATHERILL
Name of Authorized Representative

Sarah B. Allen
Name of Authorized Representative

Coordinator
Title of Authorized Representative

Coordinator
Title of Authorized Representative

11.15.11
Date

9-28-11
Date

STANDARD EXHIBIT J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

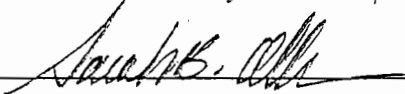
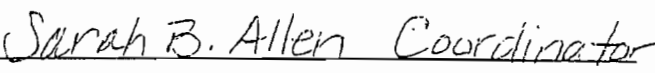
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Representative Signature)

(Authorized Contractor Representative Name & Title)

Merrimack County
Visitation Center

9-28-11

(Contractor Name)

(Date)

Contractor initials: SBA

Date: 9-28-11

NH Department of Health and Human Services

STANDARD EXHIBIT J

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: _____

Contractor initials: SBA
Date: 9-28-11

2013 AUG -3 AM 0:05

STATE OF NH
DEPT OF JUSTICE