

3

PV 16

SEP18'15 PM12:53 DAS



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

Nicholas A. Toumpas  
 Commissioner  
  
 Mary Ann Cooney  
 Associate Commissioner

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

August 25, 2015

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

Retroactive

**REQUESTED ACTION**

Authorize the New Hampshire Department of Health and Human Services, Division of Child Support Services to **retroactively** exercise a renewal option to an existing agreement with the New Hampshire Judicial Branch, Administrative Office of the Courts, Office of Mediation and Arbitration (Vendor # 177872), 2 Charles Doe Drive, Concord, NH 03301, for the provision of mediation services, by increasing the price limitation by \$140,000 from \$70,000 to \$210,000 and by extending the completion date from September 30, 2015, to September 30, 2017, effective retroactive to September 29, 2015, upon Governor and Executive Council approval. The original agreement was approved by the Governor and Executive Council on October 1, 2014 (Item #7). 100% Federal Funds.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2016 through State Fiscal Year 2018, upon the availability and continued appropriation of funds in future operating budgets, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified

**05-095-042-427010-7933 0000-072-500575-42700045 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD SUPPORT SERVICES, ACCESS AND VISITATION**

SFY	Class/Object	Class Title	Activity Number	Current Budget	Increase/ (Decrease)	Modified Budget
2015	072-500757	Contracts for Program Services	42700045	\$52,500	\$0	\$52,500
2016	072-500575	Contracts for Program Services	42700045	\$17,500	\$52,500	\$70,000
2017	072-500575	Contracts for Program Services	42700045	\$0	\$70,000	\$70,000
2018	072-500575	Contracts for Program Services	42700045	\$0	\$17,500	\$17,500
			<b>Total</b>	<b>\$70,000</b>	<b>\$140,000</b>	<b>\$210,000</b>

### **EXPLANATION**

This request is **retroactive** because the renewal documents were not received from the vendor until August 25, 2015.

The purpose of this request is to renew an agreement with the New Hampshire Judicial Branch, Administrative Office of the Courts, Office of Medication and Arbitration for the provision of mediation services to New Hampshire residents who experience issues regarding parental rights and responsibilities. The vendor provides mediation services to parents who otherwise cannot afford professional mediation services, with an emphasis on pro se unwed parents whose children are receiving public assistance or are potentially at risk of becoming eligible for public assistance.

This contract is one (1) of the two (2) contracts that utilize the Grants to Access and Visitation funds. This vendor has provided one year of mediation services. The Department is satisfied with the vendor's performances and is now seeking renewal of the contract as allowable in Exhibit C-1 and the previous Governor and Executive Council request.

The goal of mediation is to increase cooperative behavior of the parents while providing a reasonable amount of contact between parents and their children. The increase in parental access to children through mediation benefits the psychological, developmental and financial support of children.

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

Studies have shown that parents who participate in mediation programs are more likely to stay in contact with their children and more likely to pay child support. For nineteen (19) years, the Department has been awarded a federal grant for an access and visitation program that provides services to parents, which address parental rights and responsibilities. The services under this grant provide mediation services to pro se, unwed parents whose children are receiving public assistance or are potentially at risk of becoming eligible for public assistance. The Department is committed to using access and visitation funding to implement programs that focus on improving the well-being of children by increasing positive interactions between parents with nonresidential responsibilities and their children.

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

Area Served: Statewide.

Area Served: Statewide.

Source of Funds: 100% federal funds from the US Department of Health and Human Services, Code of Federal Domestic Assistance Number 93.597, Federal Award Identification Number (FAIN) 1501NHSVP.

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

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved By:



Nicholas A. Toumpas  
Commissioner



---

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Access & Visitation Services Contract**

This 1st Amendment to the Access & Visitation Services contract (hereinafter referred to as "Amendment #1") dated this 28th day of July, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Office of Mediation & Arbitration (hereinafter referred to as "the Contractor"), an office of the State of New Hampshire Judicial Branch with a place of business at 2 Charles Doe Drive, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 1, 2014 (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Revisions To General Provisions, Paragraph 3, the State may, renew the agreement for up to two (2) additional years, subject to continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS the parties agree to renew the Contract for two (2) additional years and increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:  
September 30, 2017
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$210,000
3. Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.
4. Delete Exhibit B-2 and replace with Exhibit B-2 Amendment #2
5. Add Exhibit B-3.

New Hampshire Department of Health & Human Services  
Access & Visitation Services Contract



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

9/3/15  
Date

  
Mary Ann Cooney  
Associate Commissioner

State of New Hampshire Judicial Branch,  
Office of Mediation & Arbitration

8/19/15  
Date

  
NAME: DONALD D. GOODNOW  
TITLE: DIRECTOR

Acknowledgement: RE: DONALD D. GOODNOW ADMINISTRATIVE OFFICE OF THE COURT

State of N.H., County of Merrimack on 8/19/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

  
Name and Title of Notary or Justice of the Peace

LISA L. MERRILL, Notary Public  
My Commission Expires December 8, 2015

**New Hampshire Department of Health & Human Services  
Access & Visitation Services Contract**



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

9/13/15  
Date

OFFICE OF THE ATTORNEY GENERAL

  
Name: Margaret A. Coyle  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



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

Bidder/Program Name: New Hampshire Judicial Branch Office of Mediation and Arbitration

Budget Request for: Access and Visitation Services

Budget Period: July 1, 2016 - June 30, 2017

Line Item	Total Program Cost		Direct		Indirect		Capital		Total	
	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
1. Total Salary/Wages	\$ 14,552.54		\$ 14,552.54		\$ -		\$ -		\$ 14,552.54	
2. Employee Benefits	\$ 5,695.86		\$ 5,695.86		\$ -		\$ -		\$ 5,695.86	
3. Consultants	\$ -		\$ -		\$ -		\$ -		\$ -	
4. Equipment:	\$ -		\$ -		\$ -		\$ -		\$ -	
Rental	\$ -		\$ -		\$ -		\$ -		\$ -	
Repair and Maintenance	\$ -		\$ -		\$ -		\$ -		\$ -	
Purchase/Depreciation	\$ -		\$ -		\$ -		\$ -		\$ -	
5. Supplies:	\$ -		\$ -		\$ -		\$ -		\$ -	
Educational	\$ -		\$ -		\$ -		\$ -		\$ -	
Lab	\$ -		\$ -		\$ -		\$ -		\$ -	
Pharmacy	\$ -		\$ -		\$ -		\$ -		\$ -	
Medical	\$ -		\$ -		\$ -		\$ -		\$ -	
Office	\$ -		\$ -		\$ -		\$ -		\$ -	
6. Travel	\$ -		\$ -		\$ -		\$ -		\$ -	
7. Occupancy	\$ -		\$ -		\$ -		\$ -		\$ -	
8. Current Expenses	\$ -		\$ -		\$ -		\$ -		\$ -	
Telephone	\$ -		\$ -		\$ -		\$ -		\$ -	
Postage	\$ -		\$ -		\$ -		\$ -		\$ -	
Subscriptions	\$ -		\$ -		\$ -		\$ -		\$ -	
Audit and Legal	\$ -		\$ -		\$ -		\$ -		\$ -	
Insurance	\$ -		\$ -		\$ -		\$ -		\$ -	
Board Expenses	\$ -		\$ -		\$ -		\$ -		\$ -	
9. Software	\$ -		\$ -		\$ -		\$ -		\$ -	
10. Marketing/Communications	\$ -		\$ -		\$ -		\$ -		\$ -	
11. Staff Education and Training	\$ -		\$ -		\$ -		\$ -		\$ -	
12. Subcontracts/Agreements	\$ 70,000.00		\$ 70,000.00		\$ -		\$ -		\$ 70,000.00	
13. Other (specific details mandatory):	\$ -		\$ -		\$ -		\$ -		\$ -	
<b>TOTAL</b>	\$ 90,248.40		\$ 90,248.40		\$ -		\$ -		\$ 90,248.40	
Indirect As A Percent of Direct		0.0%								

Contractor Initials: DDG  
Date: 8/19/15



Molly J. Brown, Esq.  
(603) 271-6418  
mjbrown@courts.state.nh.us

---

## EXPERIENCE

### **New Hampshire Judicial Branch Office of Mediation and Arbitration; *ADR Coordinator***

- August 2012 – Present
- Guides the operations and ensures high quality and financial sustainability of all existing ADR programs in the Supreme, Circuit and Superior Courts; Researches, recommends, develops, evaluates, enhances and sun-sets various ADR programs in keeping with the changing needs of courts; Ensures accurate statistical information for ADR programs; Provides ADR information and education to judges, marital masters, referees and court staff; serves as judicial branch liaison with lawyers, mediators, and representatives of various agencies and groups; Administers grant awards

### **Boyle, Shaughnessy & Campo, P.C., Manchester; NH, *Associate***

- December 2010 – Present
- Handled all stages of state and federal civil litigation, including liability analysis, strategy formation, discovery, motion practice, ADR, settlement, trial preparation, trial and appeals processes; Advised and represented municipalities in various issues including public access to government records and meetings and discretionary immunity

### **Conservation Law Foundation, Concord, NH; *Volunteer Attorney***

- April 2010 – November 2010
- Reviewed and analyzed issues and drafted memoranda, motions and advocacy letters regarding federal, state and administrative law and policy, including clean energy and climate change initiatives, storm water pollution prevention and Clean Water Act law

### **McLane Law Firm, Manchester, NH; *Associate***

- September 2008 – March 2010
- Participated in all stages of state and federal civil litigation, including environmental, contractual, utility, business, employment, domestic and probate matters; Assisted in preparation and hearing process of utility rate cases

### **TBonz Restaurant Company, Charleston, SC; *Operations Coordinator***

- August 2003 – January 2005
- Coordinated vendor negotiations and procurement; participated in detailed development of new restaurant models, construction and operational budgets, and marketing concepts

## EDUCATION

Vermont Law School, South Royalton, VT



Juris Doctor, *magna cum laude*, 2008

**Boston College, Chestnut Hill, MA**

Bachelor of Arts, *cum laude*, 2003

## **BAR ADMISSIONS**

State of New Hampshire, 2008

United States District Court for the District of New Hampshire, 2008

State of Vermont, 2013

---

## **Patricia M. Cole**

---

### **Employment**

New Hampshire Judicial Branch (4/1993 – present)

#### Administrative Assistant

Work closely with the ADR Coordinator on all mediation programs within the Judicial Branch; streamlining, updating and preparation of forms, charts, manuals and rules related to mediation; administer appellate mediation program, update website information, tracking of financial reports, ability to analyze and interpret data and policy to develop procedures. For eight months, managed all aspects of ADR programs for all court levels.

Work with administrative staff and administrators to provide support to court clerks in probate and family division jurisdictions.

Provide support to Deputy Administrative Judge of Circuit Court. Assist Administrators in special projects as assigned. Work in family division two days per week as courtroom clerk to ensure smooth flow of court calendar, proper forms submitted by parties and future scheduling of hearings as needed. Extensive knowledge of court procedures as it relates to probate division statutes, rules and case processing.

Proficient in Odyssey, case management system for trial courts.

Experienced forms review and creation including other divisions and new legislation. Proficient in Excel, WORD, PowerPoint.

#### Executive Secretary to Administrative Judge of Probate Court

Coordinate, implement and support judge's calendar, mail, travel and daily workflow to ensure smooth flow of information to Administrative Judge and all necessary parties. Responsible for oversight of monitor schedule in probate courts. Assist in development of forms, legislation, education conferences,

instruction/training materials, policies and procedures for the probate courts. Coordinate and conduct special projects as assigned, including case processing to assist in backlog of any court. Work closely with registers and other court staff to schedule judges and cover court cases for vacation and recusal cases. Website Coordinator for Probate Court; Staff liaison for the Probate Education, Policy and Procedures Committees. Member of Probate Forms Committee; serve on Judicial Branch Sick Bank Committee; past member of Judicial Branch Safety Committee and Newsletter staff.

Reid & Co., Portsmouth NH (9/1992 – 4/1993)

Administrative Assistant

Job share position involving research and compiling of data related to footwear and apparel industries. Preparation of resumes, general correspondence, reception services and general office management.

McNeill & Taylor, P.A. Dover NH (1/1988 – 6/1992)

Office Manager

Responsible for all administrative aspects of law office including billing and collections, purchasing and inventory control, mail, reception services, facilities management.

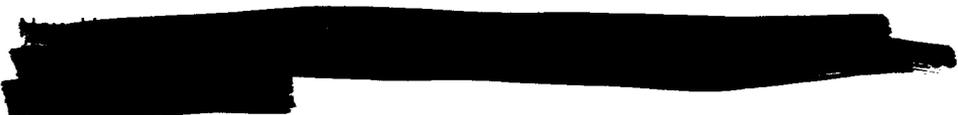
Personnel functions – interviewing, hiring and training of support staff. Developed firm policies regarding benefits. Track employee vacations, sick days and performance reviews.

Accounting functions – monthly balancing of trust accounts and office accounts. Generate monthly cash reports for partners, accounts receivable reports, general ledger reports and year-end reports.

Timberland Company, Hampton NH (10/1980 – 12/1987)

Accounting Assistant

Work on special projects for controller's office involving research, compiling data, creating worksheets on IBM PC system.



Accounts Receivable Manager

Supervised department of nine employees, including hiring and training of new personnel. Responsible for monthly, quarterly, year-end reporting for all phases of AVR. Daily interactions with Credit, Customer Service and Sales.

Customer Service Representative

In house assistant for sales questions  
Dealt with consumers and retail accounts on a daily basis by telephone

**Education**

Southern New Hampshire University  
Masters of Science in Organizational Leadership (2011)

University of New Hampshire  
Bachelor of Science Degree (1979)

**Activities**

President of Dover High School Soccer Boosters  
(2005-2007)

Member of NH Soccer Olympic Development Program Staff (2003-2005)

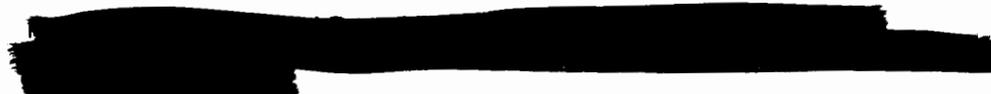
Soccer Referee grade 8 certified (2001-2005)

Dover Soccer Association President (1998-2001)

Member of Delta Zeta National Sorority

UNH Seacoast Alumni Chapter

St. Thomas More church parishioner



3  
AFD

Sex



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

Nicholas A. Toumpas  
Commissioner

Mary Ann Cooney  
Associate Commissioner

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

September 2, 2014

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

G&C Approved

Date 10/1/14  
Item # 7

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services, Division of Child Support Services to enter into an agreement with the New Hampshire Judicial Branch, Administrative Office of the Courts, Office of Mediation and Arbitration (Vendor # 177872), 2 Charles Doe Drive, Concord, NH 03301, for the provision of mediation services in an amount not to exceed \$70,000 effective October 1, 2014 or date of Governor and Executive Council approval, whichever is later, through September 30, 2015.

Funds are available for State Fiscal Year 2015, and are anticipated to be available in State Fiscal Year 2016 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, without Governor and Executive Council approval, if needed and justified.

**05-095-042-427010-7933 0000-072-500575-42700045 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD SUPPORT SERVICES, ACCESS AND VISITATION**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	072-500757	Contracts for Program Services	42700045	\$52,500
2016	072-500575	Contracts for Program Services	42700045	\$17,500
			<b>Total</b>	<b>\$70,000</b>

EXPLANATION

The purpose of this request is to enter into an agreement with the New Hampshire Judicial Branch, Administrative Office of the Courts, Office of Medication and Arbitration for the provision of mediation services to New Hampshire residents who have experiencing issues regarding parental rights and responsibilities. The vendor will provide mediation services to parents who otherwise could not afford professional mediation services, with emphasis on pro se unwed parents whose children are receiving public assistance or are potentially at risk of becoming eligible for public assistance.

The goal of mediation is to increase cooperative behavior of the parents while providing a reasonable amount of contact between parents and their children. The increase in parental access to children through mediation benefits the psychological, developmental and financial support of the children.

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

Studies have shown that parents who participate in mediation programs are more likely to stay in contact with their children and more likely to pay child support. For nineteen (19) years, the Department has been awarded a federal grant for an access and visitation program that provides services to parents, which address parental rights and responsibilities. The services under this grant provide mediation services to pro se, unwed parents whose children are receiving public assistance or are potentially at risk of becoming eligible for public assistance. The Department is committed to using access and visitation funding to implement programs that focus on improving the well-being of children by increasing positive interactions between parents with nonresidential responsibilities and their children.

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

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

This contract is the second of two (2) contracts that will utilize the Grants to Access and Visitation funds. This contract provides one year of mediation services and reserves the Department's right to renew the agreement for up to two (2) years, subject to continued funding, satisfactory job performance and Governor and Executive Council approval.

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

Area Served: Statewide.

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

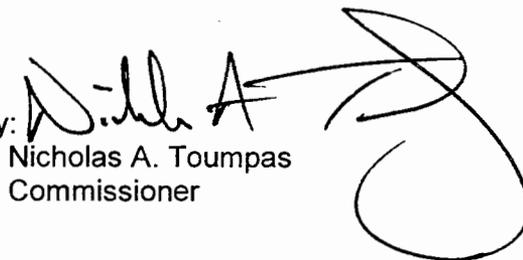
In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved By:



Nicholas A. Toumpas  
Commissioner

**Access and Visitation Services**

RFP Name

15-DHHS-OHS-DCSS-01

RFP Number

**Bidder Name**

1. State of NH Judicial Branch, Office of Mediation and Arbitration

2. Merrimack County Visitation Center

3. YWCA New Hampshire

4. 0

5. 0

6. 0

7. 0

8. 0

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

**Reviewer Names**

1. Susan Brisson, Supervisor VII

2. Collin Premo, Administrator II

3. David Roy, Administrator II

4. Lori Anderson, Program Specialist IV

5. Jean Marston-Dockstader, Administrator II

6. Rebecca Lorden, Administrator II

7.

8.

9.

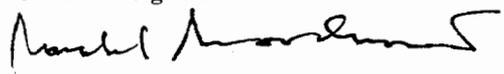
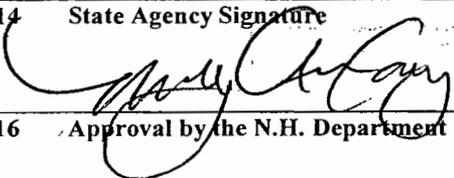
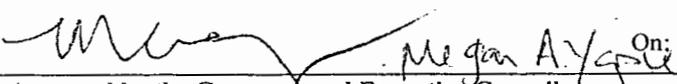
Subject: Access & Visitation Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health & Human Services Division of Child Support Services		<b>1.2 State Agency Address</b> 129 Pleasant St. Concord, NH 03301	
<b>1.3 Contractor Name</b> State of NH Judicial Branch, Office of Mediation & Arbitration		<b>1.4 Contractor Address</b> 2 Charles Doe Drive Concord, NH 03301	
<b>1.5 Contractor Phone Number</b> (603) 271-2521	<b>1.6 Account Number</b> 05-095-042-427010-79330000 072-500575-42700045	<b>1.7 Completion Date</b> September 30, 2015	<b>1.8 Price Limitation</b> \$70,000
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> DONALD B. GOODNOW ABC DIRECTOR	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>8/29/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> LISA L. MERRILL, Notary Public My Commission Expires December 8, 2015			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> MARY ANN COONEY Assoc. Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan Aycock On: 9/14/14			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: DDG  
Date: 8/25/14

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

~~**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.~~

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

Contractor Initials: DDG  
Date: 8/25/14

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

**15. WORKERS' COMPENSATION.**

~~15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").~~

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

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

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

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. For the purpose of this Contract, any reference to days shall be a reference to business days.
- 1.2. All services provided by the Contractor shall be provided within the family division court locations of the NH Circuit Court unless a different location has been agreed to by the parties and the mediator.

### 2. Services to be Provided

- 2.1. The Contractor shall provide statewide mediation services to New Hampshire residents who are in dispute regarding their parental rights and responsibilities with preference given to pro se, unwed parents whose children are receiving public assistance or are potentially at risk of becoming eligible for public assistance. The Contractor shall:
  - 2.1.1. Provide court-contracted mediators certified by the NH Family Mediation Certification Board in compliance with RSA 328-C. The Contractor shall ensure each mediator providing services:
    - 2.1.1.1. Obtains the minimum twenty-four (24) hours of relevant continued education.
    - 2.1.1.2. Renews his/her certification every three (3) years, as required by the NH Family Mediation Certification Board.
    - 2.1.1.3. Has completed training specific to domestic violence.
  - 2.2. The Contractor shall complete a screening process for all individuals requesting mediation services to determine the existence of domestic violence. The Contractor shall conduct the screening process, which includes but is not limited to:
    - 2.2.1. Using an approved screening model used to identify the presence of abuse, whether or not the term is applied by the parties.
    - 2.2.2. Conducting an intake process where the screener remains alert for indications of abuse throughout the intake process and throughout the mediation process even when there is no indication of Domestic Violence during the initial intake.
    - 2.2.3. Ensuring all mediators are certified as family mediators by the State of NH and regularly attend advanced mediation trainings.
  - 2.3. The Contractor shall deny mediation services to individuals and families when:
    - 2.3.1. A restraining order or simple assault charge is currently in place on one of the parties, unless the parties have sought and received permission from the court to mediate if a restraining order is in place.
    - 2.3.2. One of the parties indicates on-going or chronic physical or emotional abuse by the other party.
    - 2.3.3. One of the parties indicates there have been isolated incidents of abuse.



Exhibit A

- 2.3.4. The abuser denies or makes excuses for the activity or the victim fears a recurrence of the abuse, or the victim feels unsafe in the presence of the other, or the victim feels unable to negotiate with the abuser.
- 2.4. If the Contractor suspects the existence of domestic abuse during the screening process, the Contractor shall:
  - 2.4.1. Establish the victim is safe and protected.
  - 2.4.2. Discourage the victim from mediation.
  - 2.4.3. Provide appropriate referrals to the victim.
  - 2.4.4. Inform the abuser of the reason why the situation is not appropriate for mediation, but only to the extent that such disclosure is acceptable to the victim.
- 2.5. The Contractor shall follow Circuit Court domestic violence protocols (<http://www.courts.state.nh.us/district/protocols/vdv/index.htm>.)
- 2.6. The Contractor shall, for those cases accepted for mediation, schedule an initial mediation session for a minimum of two (2) hours. If no agreement is reached within the initial two (2) hour session, a second two (2) hour mediation session shall be scheduled.
- 2.7. The Contractor shall assist indigent parties with any court filing concerns.
- 2.8. The Contractor shall refer parties to domestic violence and sexual assault support services, as needed. Referrals shall be made to appropriate community-based legal and/or social service agencies, including but not limited to:
  - 2.8.1. NH Legal Aid and/or the Legal Advice and Referral Center.
  - 2.8.2. NH Coalition Against Domestic and Sexual Violence.
  - 2.8.3. Other crises centers, as appropriate.
- 2.9. The Contractor shall provide written notice to the parties regarding advance cancelation notification and failure to appear for scheduled mediation appointments.
- 2.10. The Contractor shall ensure all records and documents relating to services provided are maintained for a period of five (5) full years from the date of the final payment received. Records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

**3. Reporting Requirements**

- 3.1. The Contractor shall provide quarterly reports to the Department as follows:
  - 3.1.1. 10/01/2014 to 12/31/2014 due on 01/31/2015.
  - 3.1.2. 01/01/2015 to 03/31/2015 due on 04/30/2015.
  - 3.1.3. 04/01/2015 to 06/30/2015 due on 07/31/2015.
  - 3.1.4. 07/01/2015 to 09/30/2015 due on 10/31/2015.
- 3.2. The Contractor shall ensure quarterly reports include, but are not limited to:
  - 3.2.1. Outreach efforts with community agencies, state agencies and others who provide services.



Exhibit A

- 3.2.2. In-take procedures.
  - 3.2.3. Percentage of cases in which mediation was successfully arranged and the parties participated in the visitation.
  - 3.2.4. Follow up with clients to determine their mediation status and possible need for further referrals or services.
  - 3.2.5. Demographic data describing clients served.
- 3.3. The Contractor shall provide an aggregate/compilation summary of activities conducted for Federal Fiscal Year 2015 no later than October 31, 2015.
- 4. Requirements for Delivery of Services**
- 4.1. In addition to providing reports as specified in Section 3 Reporting Requirements, the Contractor shall:
    - 4.1.1. Provide up to 1167 hours of mediation services as described in Section 3.
    - 4.1.2. Submit a detailed description of the language assistance services that will be provided to persons with Limited English Proficiency to ensure meaningful access to mediation services, within ten (10) days of the contract effective date.



Exhibit B

**Method and Conditions Precedent to Payment**

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon the financial participation by the United States Department of Health and Human Services under the provisions of Section 469B of Title IV-D of the Social Security Act and the requirements of CFDA #93.597. <https://www.cfda.gov>
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor shall submit reports as identified in Exhibit A, Scope of Services, Section 3 Reporting Requirements and invoices that identify and request reimbursement for court - contracted Mediator expenses incurred in the prior quarter.
  - 3.2. Authorized expenses shall include only court-contracted mediator services actually provided payable at a maximum rate of \$60.00 per hour for up to 1167 hours.
  - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
4. The reports in Section 3.1, above, and invoices must be submitted to:

Attn: Lori Anderson, Program Specialist  
Department of Health and Human Services  
Division of Child Support Services  
129 Pleasant Street  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, Section 3 Reporting Requirements.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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

Bidder/Program Name: New Hampshire Judicial Branch Office of Mediation and Arbitration

Budget Request for: Access and Visitation Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total
1. Total Salary/Wages	\$ 10,120.85	\$ -	\$ 10,120.85	\$ 10,120.85	\$ -	\$ 10,120.85	\$ -	\$ -	\$ -
2. Employee Benefits	\$ 3,966.81	\$ -	\$ 3,966.81	\$ 3,966.81	\$ -	\$ 3,966.81	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 52,500.00	\$ -	\$ 52,500.00	\$ -	\$ -	\$ -	\$ 52,500.00	\$ -	\$ 52,500.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 66,587.46	\$ -	\$ 66,587.46	\$ 14,087.46	\$ -	\$ 14,087.46	\$ 52,500.00	\$ -	\$ 52,500.00

0.0%

Indirect As A Percent of Direct

Contractor Initials: DDG  
Date: 8/25/14

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

Bidder/Program Name: New Hampshire Judicial Branch Office of Mediation and Arbitration

Budget Request for: Access and Visitation Services

Budget Period: July 1, 2015 - September 30, 2015

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 4,431.69	\$ -	\$ 4,431.69	\$ 4,431.69	\$ -	\$ 4,431.69	\$ -	\$ -	\$ -
2. Employee Benefits	\$ 1,729.25	\$ -	\$ 1,729.25	\$ 1,729.25	\$ -	\$ 1,729.25	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 17,500.00	\$ -	\$ 17,500.00	\$ -	\$ -	\$ -	\$ 17,500.00	\$ -	\$ 17,500.00
13. Other (Specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 23,660.94	\$ -	\$ 23,660.94	\$ 6,160.94	\$ -	\$ 6,160.94	\$ 17,500.00	\$ -	\$ 17,500.00

Indirect As A Percent of Direct 0.0%

Contractor Initials: *DDG*

Date: *8/25/14*



**SPECIAL PROVISIONS**

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### 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.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Agreement for up to two additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.
4. All monitoring, evaluation and reporting of access and visitation programs by DCSS will be conducted in compliance with the regulations under 45CFR303.109.

Addendum to Exhibit C-1

The following sections of the P-37 have been stricken from this agreement, for the reasons stated below:

1. Section 11 is stricken because the contractor is the New Hampshire Judicial Branch, a part of state government.
2. Section 12 is stricken because the New Hampshire Judicial Branch intends to subcontract services to court-contracted family mediators.
3. Section 13 is stricken because the contractor is the New Hampshire Judicial Branch, a part of state government.
4. Section 14 is stricken because contractor is a branch of state government and is self-insured.

Subcontractor family mediators are contractually obligated to maintain professional liability coverage in the amount of \$100,000 per claim and \$200,000 in the aggregate.

5. Section 15 is stricken because contractor is part of Health and Human Services state government and exempt from RSA 281-A and because contractor will subcontract work to independent family mediators who are not required to maintain workers' compensation insurance.

Contractor Initials: J DG

Date: ~~8/25/14~~

8/25/14