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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES**

Jeffrey A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Maureen Ryan  
Director

December 19, 2016

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth, and Families to exercise a renewal option to an existing **sole source** agreement with Court Appointed Special Advocates of New Hampshire, Inc. (Vendor #156690), 138 Coolidge Avenue, Manchester, New Hampshire 03105, for the continuation of a statewide training program and education opportunities for court appointed special advocates and guardian ad litem, by increasing the price limitation by \$56,744.60 from \$69,141.88 to \$125,886.48 and extending the contract completion date from June 30, 2017 to June 30, 2019, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreement was approved by Governor and Executive Council on June 24, 2015 (item #40). 100% Federal Funds.

Funds to support this request are anticipated to be available in State Fiscal Year 2018 and 2019 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.

**05-95-42-421010-29600000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, ORG'L LEARNING & QUALITY IMPRVMT**

Fiscal Year	Class	Title	Activity Code	Current Amount	Increase/Decrease	Modified Budget
2016	067-500557	Training Account	40160010	\$34,570.94		\$34,570.94
2017	067-500557	Training Account	40160010	\$34,570.94		\$34,570.94
2018	067-500557	Training Account	40160010		\$28,372.30	\$28,372.30
2019	067-500557	Training Account	40160010		\$28,372.30	\$28,372.30
			<b>Total:</b>	<b>\$69,141.88</b>	<b>\$56,744.60</b>	<b>\$125,886.48</b>

**EXPLANATION**

The purpose of this request is to exercise a renewal option to an existing **sole source** agreement for the continuation of statewide training programs and educational opportunities for court appointed special advocates and guardian ad litem in New Hampshire.

This is a **sole source** agreement because Court Appointed Special Advocates of New Hampshire, Inc. is uniquely qualified as the only agency providing these services on a statewide basis. This agreement aligns with the Title IV-E functional training requirements that include pre-service and in-service training, as well as on-going educational opportunities to court appointed special advocates in the state of New Hampshire.

Court Appointed Special Advocates is a statewide network of programs working with court appointed special advocates and guardian ad litem for children involved with the child welfare system. The court appointed special advocate volunteers are appointed by judges to watch over and advocate for abused and neglected children, to make sure they don't get lost in the overburdened legal and social service system or languish in inappropriate group or foster homes. Volunteers remain involved with these children until the case is closed and the child is placed in a safe, permanent home. For many abused children, their court appointed special advocate volunteer will be the one constant adult presence in their lives. Training and educational programs are necessary to represent these children's best interest through the arduous process of the legal and social services system.

Court Appointed Special Advocates of New Hampshire Inc. have been providing these services successfully to its volunteers and staff for several years. Given past performance and plans for ongoing improvement to the training program, the Division for Children, Youth and Families fully support the renewal of this agreement.

The agreement contains language which allows for the option to renew contract services for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. The Department is exercising the option to renew for two additional years. The Contractor continues to provide quality training services, as evidenced by average ratings by trainees of the following during 2016 training sessions. The ratings provided by trainees are: trainer increased my knowledge base - 4.88 out of 5; trainer helped me learn new concepts and materials - 4.85 out of 5; and when I think about taking a case, I feel prepared - 4.1 out of 5.

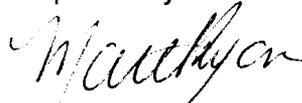
Should the Governor and Executive Council not approve this request, the best interest of New Hampshire children may not be properly represented. In addition the Division for Children, Youth and Families would not be able to meet the training requirements mandated for Title IV-E funding.

Area Served: Statewide

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) # 93.658 Federal Agency Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV-E RECOVERY.

In the event that federal funds are no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Maureen U. Ryan  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the CASA Training Partnership**

This 1st Amendment to the CASA Training Partnership contract (hereinafter referred to as "Amendment #1") dated this, October 20, 2016 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Court Appointed Special Advocates of New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 138 Coolidge Avenue, PO Box 1327, Manchester, NH 03105-1327.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 26, 2015 (item #40), 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 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for four (4) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend 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:  
June 30, 2019
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$125,886.48
3. Add Exhibit B-2, Amendment #1
4. Add Exhibit B-3, Amendment #2

New Hampshire Department of Health and Human Services  
CASA Training Partnership



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

12/19/16  
Date

M. Sullivan  
NAME  
TITLE

11-9-16  
Date

Marcia Sinek  
NAME MARCIA SINEK  
TITLE PRESIDENT/CEO

Acknowledgement:

State of NH, County of Hillsborough on Nov 9, 2016 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

Christine DuHague  
Name and Title of Notary or Justice of the Peace

**CHRISTINE DUHAGUE, Notary Public**  
Commission Expires 8-5-20



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

OFFICE OF THE ATTORNEY GENERAL

Date 12/28/14

Name: Nigam A. Patel  
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: \_\_\_\_\_

## Exhibit B-2, Amendment #1

<b>New Hampshire Department of Health and Human Services</b>	
<b>COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD</b>	
<b>Bidder/Program Name:</b>	Divison for Children, Youth and Families -CASA Training Partnership
<b>Budget Request for:</b>	Court Appointed Special Advocates of New Hampshire, Inc. <small>(Name of RFP)</small>
<b>Budget Period:</b>	07/1/17-6/30/18

Line Item	Direct Incremental	Indirect Fixed	Total	Matched Funding	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 20,336.98	\$ -	\$ 20,336.98	\$ 54,985.17	Blended Rate of 36% x Admin Rate of 75% for direct
2. Employee Benefits	\$ 4,195.52	\$ -	\$ 4,195.52	\$ 11,343.44	Same
3. Consultants	\$ -	\$ -	\$ -	\$ -	Same
4. Equipment:	\$ -	\$ -	\$ -	\$ -	Same
Rental	\$ -	\$ -	\$ -	\$ -	Same
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	Same
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	Same
5. Supplies:	\$ -	\$ -	\$ -	\$ -	Same
Educational	\$ 1,507.44	\$ -	\$ 1,507.44	\$ 4,075.69	Same
Lab	\$ -	\$ -	\$ -	\$ -	Same
Pharmacy	\$ -	\$ -	\$ -	\$ -	Same
Medical	\$ -	\$ -	\$ -	\$ -	Same
Office	\$ -	\$ -	\$ -	\$ -	Same
6. Travel	\$ 1,641.70	\$ -	\$ 1,641.70	\$ 4,438.66	Same
7. Occupancy	\$ -	\$ 579.15	\$ 579.15	\$ 1,565.86	Same
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	Same
Telephone	\$ -	\$ -	\$ -	\$ -	Same
Postage	\$ 59.80	\$ -	\$ 59.80	\$ 161.69	Same
Subscriptions	\$ -	\$ -	\$ -	\$ -	Same
Audit and Legal	\$ -	\$ -	\$ -	\$ -	Same
Insurance	\$ -	\$ -	\$ -	\$ -	Same
Board Expenses	\$ -	\$ -	\$ -	\$ -	Same
9. Software	\$ -	\$ -	\$ -	\$ -	Same
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	Same
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	Same
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	Same
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	Same
Food for Trainings	\$ 51.71	\$ -	\$ 51.71	\$ 139.80	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 27,793.15</b>	<b>\$ 579.15</b>	<b>\$ 28,372.30</b>	<b>\$ 76,710.31</b>	

Indirect As A Percent of Direct

2.1%

**NOTE:** Minimum match funding per section 4.3 of RFP

## Exhibit B-3, Amendment #1

<b>New Hampshire Department of Health and Human Services</b>	
<b>COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD</b>	
Bidder/Program Name:	Division for Children, Youth and Families -CASA Training Partnership
Budget Request for:	Court Appointed Special Advocates of New Hampshire, Inc. <small>(Name of RFP)</small>
Budget Period:	07/1/18-6/30/19

Line Item	Direct Incremental	Indirect Fixed	Total	Matched Funding	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 20,336.98	\$ -	\$ 20,336.98	\$ 54,985.17	Blended Rate of 36% x Admin Rate of 75% for direct
2. Employee Benefits	\$ 4,195.52	\$ -	\$ 4,195.52	\$ 11,343.44	Same
3. Consultants	\$ -	\$ -	\$ -	\$ -	Same
4. Equipment:	\$ -	\$ -	\$ -	\$ -	Same
Rental	\$ -	\$ -	\$ -	\$ -	Same
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	Same
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	Same
5. Supplies:	\$ -	\$ -	\$ -	\$ -	Same
Educational	\$ 1,507.44	\$ -	\$ 1,507.44	\$ 4,075.69	Same
Lab	\$ -	\$ -	\$ -	\$ -	Same
Pharmacy	\$ -	\$ -	\$ -	\$ -	Same
Medical	\$ -	\$ -	\$ -	\$ -	Same
Office	\$ -	\$ -	\$ -	\$ -	Same
6. Travel	\$ 1,641.70	\$ -	\$ 1,641.70	\$ 4,438.66	Same
7. Occupancy	\$ -	\$ 579.15	\$ 579.15	\$ 1,565.86	Same
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	Same
Telephone	\$ -	\$ -	\$ -	\$ -	Same
Postage	\$ 59.80	\$ -	\$ 59.80	\$ 161.69	Same
Subscriptions	\$ -	\$ -	\$ -	\$ -	Same
Audit and Legal	\$ -	\$ -	\$ -	\$ -	Same
Insurance	\$ -	\$ -	\$ -	\$ -	Same
Board Expenses	\$ -	\$ -	\$ -	\$ -	Same
9. Software	\$ -	\$ -	\$ -	\$ -	Same
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	Same
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	Same
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	Same
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	Same
Food for Trainings	\$ 51.71	\$ -	\$ 51.71	\$ 139.80	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 27,793.15</b>	<b>\$ 579.15</b>	<b>\$ 28,372.30</b>	<b>\$ 76,710.31</b>	

Indirect As A Percent of Direct

2.1%

NOTE: Minimum match funding per section 4.3 of RFP

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC. is a New Hampshire nonprofit corporation formed April 19, 1989. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, David Eby, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

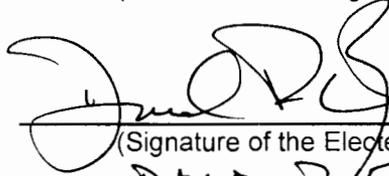
1. I am a duly elected Officer of Court Appointed Special Advocates of New Hampshire.  
(Agency Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on November 9, 2016:  
(Date)

**RESOLVED:** That the Marcia R. (Marty) Sink  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9 day of NOV, 2016.  
(Date Contract Signed)

4. Marcia R. Sink is the duly elected President/ CEO of  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Agency.

  
(Signature of the Elected Officer)  
DAVID EBY, CHAIR BOARD CHAIR

STATE OF NEW HAMPSHIRE  
County of Hillsborough

The forgoing instrument was acknowledged before me this 9th day of NOV, 2016.

By David Eby, Chair  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**CHRISTINE DUHART, Notary Public**  
Commission Expires 8-5-20

Commission Expires: 8-5-20



CASAOFN-01

LMICHALS

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER License # AGR8150</b> <b>Clark Insurance</b> <b>One Sundial Ave Suite 302N</b> <b>Manchester, NH 03102</b>	<b>CONTACT NAME: Lorraine Michals, CIC</b>	
	<b>PHONE (A/C, No, Ext): (603) 716-2362</b>	<b>FAX (A/C, No): (603) 622-2854</b>
<b>E-MAIL ADDRESS: lmichals@clarkinsurance.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Philadelphia Indemnity Ins Co</b>		<b>18058</b>
<b>INSURER B : Wesco Insurance Company</b>		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**

**CASA of NH Inc.**  
**PO Box 1327**  
**Manchester, NH 03102**

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<b>PHPK1362530</b>	<b>07/01/2016</b>	<b>07/01/2017</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>NON OWNED HIRED</b> \$ <b>1,000,000</b> COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<b>PHPK1362530</b>	<b>07/01/2016</b>	<b>07/01/2017</b>	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>		<b>PHUB507019</b>	<b>07/01/2016</b>	<b>07/01/2017</b>	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b>
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>N</b> N/A	<b>WWC3150858</b>	<b>07/01/2016</b>	<b>07/01/2017</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Title IVE Grant - Covering operations of the Named Insured during the policy period.

**CERTIFICATE HOLDER****CANCELLATION**

State of NH Department of Health & Human Services  
 Division for Children, Youth & Families  
 129 Pleasant Street  
 Concord, NH 03301-3857

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CASA**

Court Appointed Special Advocates  
**FOR CHILDREN**

---

**New Hampshire**

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**MISSION STATEMENT**

CASA recruits, trains and supervises volunteers to serve as advocates for abused and neglected children in the New Hampshire court system.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**FINANCIAL STATEMENTS**

**JUNE 30, 2016**

## TABLE OF CONTENTS

Independent auditor's report.....	1
Statement of financial position.....	3
Statement of activities and changes in net assets .....	4
Statement of cash flows.....	6
Statement of functional expenses .....	7
Notes to financial statements.....	8



HESSION & PARE, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101  
603-669-5477 FAX 603-669-0197

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Court Appointed Special Advocates of New Hampshire, Inc.  
Manchester, New Hampshire

We have audited the accompanying financial statements of Court Appointed Special Advocates of New Hampshire, Inc. ("CASA") (a nonprofit organization), which comprise the statement of financial position as of June 30, 2015, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CASA's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

To the Board of Directors  
Court Appointed Special Advocates of New Hampshire, Inc.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CASA as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. The June 30, 2014 financial statements were audited by another auditor, and in their report dated November 12, 2014, they expressed an unqualified opinion on those financial statements.

***Report on Summarized Comparative Information***

The financial statements of the prior year were audited by another auditor, and in their report dated November 12, 2014, they expressed an unqualified opinion on those financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

November 9, 2015

*Hessman y Pae pc*

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF FINANCIAL POSITION

As of June 30, 2015  
(with comparative totals for 2014)

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015</u>	<u>2014</u>
Assets					
Cash	\$ 206,791	\$ 30,967	\$ -	\$ 237,758	\$ 272,679
Endowment investments in cash	-	-	60,529	60,529	45,908
Endowment investments	-	43,688	352,135	395,823	390,442
Sponsorships receivable	4,020	-	-	4,020	3,705
Grants receivable	16,087	-	-	16,087	14,925
Contributions receivable	-	-	1,000	1,000	15,882
Prepaid expenses	9,620	-	-	9,620	14,485
Property and equipment, net	1,219,035	-	-	1,219,035	1,254,850
Total assets	<u>\$ 1,455,553</u>	<u>\$ 74,655</u>	<u>\$ 413,664</u>	<u>\$ 1,943,872</u>	<u>\$ 2,012,876</u>

LIABILITIES AND NET ASSETS

Liabilities					
Promissory note	\$ 38,983	\$ -	\$ -	\$ 38,983	48,245
Accounts payable	23,632	-	-	23,632	22,509
Accrued expenses	62,763	-	-	62,763	49,754
Total liabilities	<u>125,378</u>	<u>-</u>	<u>-</u>	<u>125,378</u>	<u>120,508</u>
Commitments (see Notes)					
Net assets					
Unrestricted	1,330,175	-	-	1,330,175	1,424,136
Temporarily restricted	-	74,655	-	74,655	54,668
Permanently restricted	-	-	413,664	413,664	413,564
Total net assets	<u>1,330,175</u>	<u>74,655</u>	<u>413,664</u>	<u>1,818,494</u>	<u>1,892,368</u>
Total liabilities and net assets	<u>\$ 1,455,553</u>	<u>\$ 74,655</u>	<u>\$ 413,664</u>	<u>\$ 1,943,872</u>	<u>\$ 2,012,876</u>

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015</u>
Public support				
Contributions	\$ 247,434	\$ -	\$ 100	\$ 247,534
Government grants	928,891	-	-	928,891
Fundraising events	190,958	-	-	190,958
Private grants	94,218	28,400	-	122,618
Other income	2,932	-	-	2,932
In-kind donations	24,127	-	-	24,127
Total public support	<u>1,488,560</u>	<u>28,400</u>	<u>100</u>	<u>1,517,060</u>
Investment income, net of fees of \$4,191	<u>23</u>	<u>7,014</u>	<u>-</u>	<u>7,037</u>
Total public support and investment income	<u>1,488,583</u>	<u>35,414</u>	<u>100</u>	<u>1,524,097</u>
Net assets released from restrictions				
For satisfaction of time restrictions	2,067	(2,067)	-	-
For satisfaction of program restrictions	<u>13,360</u>	<u>(13,360)</u>	<u>-</u>	<u>-</u>
Total public support, investment income and net assets released from restrictions	<u>1,504,010</u>	<u>19,987</u>	<u>100</u>	<u>1,524,097</u>
Expenses				
Program services	1,020,918	-	-	1,020,918
Supporting activities				
Management and general	308,550	-	-	308,550
Fundraising	<u>268,503</u>	<u>-</u>	<u>-</u>	<u>268,503</u>
Total expenses	<u>1,597,971</u>	<u>-</u>	<u>-</u>	<u>1,597,971</u>
(Decrease) increase in net assets	(93,961)	19,987	100	(73,874)
Net assets, beginning of year	<u>1,424,136</u>	<u>54,668</u>	<u>413,564</u>	<u>1,892,368</u>
Net assets, end of year	<u>\$ 1,330,175</u>	<u>\$ 74,655</u>	<u>\$ 413,664</u>	<u>\$ 1,818,494</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2014</u>
Public support				
Contributions	\$ 239,626	\$ -	\$ 22,208	\$ 261,834
Government grants	914,640	-	-	914,640
Fundraising events	202,965	-	-	202,965
Private grants	112,250	16,000	-	128,250
Other income	5,045	-	-	5,045
In-kind donations	39,906	-	-	39,906
	<u>1,514,432</u>	<u>16,000</u>	<u>22,208</u>	<u>1,552,640</u>
Total public support				
Investment income, net of fees of \$3,880	75	35,887	-	35,962
	<u>1,514,507</u>	<u>51,887</u>	<u>22,208</u>	<u>1,588,602</u>
Total public support and investment income				
Net assets released from restrictions				
For satisfaction of time restrictions	12,524	(12,524)	-	-
For satisfaction of program restrictions	1,625	(1,625)	-	-
	<u>1,528,656</u>	<u>37,738</u>	<u>22,208</u>	<u>1,588,602</u>
Total public support, investment income and net assets released from restrictions				
Expenses				
Program services	1,036,535	-	-	1,036,535
Supporting activities				
Management and general	266,692	-	-	266,692
Fundraising	203,670	-	-	203,670
	<u>1,506,897</u>	<u>-</u>	<u>-</u>	<u>1,506,897</u>
Total expenses				
Increase in net assets	21,759	37,738	22,208	81,705
Net assets, beginning of year	<u>1,402,377</u>	<u>16,930</u>	<u>391,356</u>	<u>1,810,663</u>
Net assets, end of year	<u>\$ 1,424,136</u>	<u>\$ 54,668</u>	<u>\$ 413,564</u>	<u>\$ 1,892,368</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2015  
(with comparative totals for 2014)

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ (73,874)	\$ 81,705
Adjustments to reconcile change in net assets to cash provided by operating activities		
Depreciation	62,394	69,649
Bad debt expense	1,320	214
Realized and unrealized loss (gain) on investments	7,588	(32,217)
Increase in sponsorships receivable	(315)	(981)
(Increase) decrease in grants receivable	(1,162)	22,973
Decrease in contributions receivable	13,562	31,147
Contributions restricted for long-term investment	(100)	(22,208)
Decrease (increase) in prepaid expenses	4,865	(4,367)
Increase in accounts payable and accrued expenses	<u>14,132</u>	<u>2,311</u>
Net cash provided by operating activities	<u>28,410</u>	<u>148,226</u>
Cash flows from investing activities		
(Increase) decrease in endowment investments in cash	(5,381)	86,375
Proceeds from sale of investments	39,333	183,551
Purchase of investments	(61,542)	(314,639)
Purchase of property and equipment	<u>(26,579)</u>	<u>(18,589)</u>
Net cash used in investing activities	<u>(54,169)</u>	<u>(63,302)</u>
Cash flows from financing activities		
Repayments on promissory note	(9,262)	(51,755)
Contributions restricted for long-term investment	<u>100</u>	<u>22,208</u>
Net cash (used in) financing activities	<u>(9,162)</u>	<u>(29,547)</u>
Net (decrease) increase in cash and cash equivalents	(34,921)	55,377
Cash and cash equivalents, beginning of year	<u>272,679</u>	<u>217,302</u>
Cash and cash equivalents, end of year	<u>\$ 237,758</u>	<u>\$ 272,679</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ 1,787</u>	<u>\$ 4,808</u>
Cash payments for unrelated business income taxes	<u>\$ -</u>	<u>\$ 200</u>

See notes to financial statements.

## COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

## STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2015  
(with comparative totals for 2014)

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2015</u>	<u>2014</u>
Payroll					
Salaries and wages	\$ 658,630	\$ 198,992	\$ 151,464	\$ 1,009,086	\$ 932,808
Payroll taxes	<u>50,870</u>	<u>15,369</u>	<u>11,698</u>	<u>77,937</u>	<u>76,372</u>
Total payroll	709,500	214,361	163,162	1,087,023	1,009,180
Other					
Insurance	76,076	22,985	17,495	116,556	97,211
Depreciation	40,725	12,304	9,365	62,394	69,649
Office expense	24,918	7,629	5,730	38,277	27,565
Travel	24,136	7,292	5,550	36,978	38,586
Service contracts	23,013	6,953	5,292	35,258	29,941
Professional fees and contract labor	21,551	6,511	4,956	33,018	47,205
Printing	19,231	5,810	4,422	29,463	27,874
Rent	15,909	4,807	3,659	24,375	23,618
Event supplies	-	-	23,587	23,587	31,226
Telephone	12,786	3,863	2,940	19,589	18,690
Postage	10,679	3,226	2,456	16,361	14,692
Training	8,124	2,455	1,868	12,447	2,988
Utilities	6,893	2,083	1,585	10,561	10,338
Dues, memberships and subscriptions	6,790	2,051	1,562	10,403	7,654
Gifts and promotions	5,930	1,792	1,364	9,086	10,724
Event facilities and catering	-	-	8,818	8,818	8,401
Bank fees	5,359	1,619	1,233	8,211	9,219
Meals and entertainment	4,333	1,309	996	6,638	6,417
Advertising	2,983	901	686	4,570	8,001
Interest expense	1,166	352	269	1,787	4,808
Bad debt expense	-	-	1,320	1,320	214
Conferences and meetings	<u>816</u>	<u>247</u>	<u>188</u>	<u>1,251</u>	<u>2,696</u>
Total other	<u>311,418</u>	<u>94,189</u>	<u>105,341</u>	<u>510,948</u>	<u>497,717</u>
Total expenses	<u>\$ 1,020,918</u>	<u>\$ 308,550</u>	<u>\$ 268,503</u>	<u>\$ 1,597,971</u>	<u>\$ 1,506,897</u>

See notes to financial statements.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 1. NATURE OF ACTIVITIES**

Court Appointed Special Advocates of New Hampshire, Inc. ("CASA") is a non-stock, non-profit corporation organized in New Hampshire. CASA's primary service is training volunteers in New Hampshire to advocate for abused and neglected children in the court system.

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of accounting**

CASA prepares its financial statements on the accrual basis of accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

**Comparative financial information**

The financial statements of CASA include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with CASA's financial statements for the year ended June 30, 2014, from which the summarized information was derived.

**Use of estimates and assumptions**

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Accordingly, actual results may differ from estimated amounts.

**Basis of presentation and pronouncements**

CASA accounts for contributions received and contributions made in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP).

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, U.S. GAAP requires that unconditional promises to give (pledges) be recorded as receivables and recognized as revenues.

CASA prepares its financial statements in accordance with U.S. GAAP for not-for-profit entities. CASA is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted and permanently restricted. Descriptions of the three net asset categories are as follows:

Unrestricted – Undesignated net assets which are revenues not restricted by time or by outside sources.

Temporarily Restricted – Net assets that include gifts and pledges for which time and donor-imposed restrictions have not been met and also include the accumulated appreciation related to permanently restricted endowment gifts.

Permanently Restricted – Net assets that include gifts which require by donor restriction that the corpus be invested in perpetuity and only the income be made available for program operations in accordance with donor restrictions.

**Fair value option**

GAAP provides a fair value option election that allows organizations to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and liabilities. GAAP permits the fair value option election on an instrument-by-instrument basis at specified election dates, primarily at the initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. CASA has elected the fair value option for contributions receivable.

**Cash equivalents**

For purposes of reporting cash flows, CASA considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. As of June 30, 2015, CASA had no cash equivalents.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Investments**

CASA carries investments in marketable securities with readily determinable fair values based upon quoted market prices. Unrealized and realized gains and losses are included in the accompanying statement of activities and changes in net assets with investment income. Purchased and gifted securities are recorded at fair value on the date of the acquisition or gift date, net of any brokerage fees. CASA's investments do not have a significant concentration of credit risk within any industry, geographic location or specific location.

**Gifts, contributions and grants**

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or a purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

**Contributions receivable**

Unconditional contributions receivable are reported at net realizable value if at the time the promise is made, payment is expected to be received in one year or less. Unconditional promises that are expected to be collected in more than one year are reported at fair value both initially and in subsequent periods because CASA elected the fair value option in accordance with GAAP. Management believes that the use of fair value reduces the cost of measuring unconditional promises to give in periods subsequent to their receipt and provides equal or better information to users of its financial statements than if those promises were measured using present value techniques and historical discount rates. Conditional promises to give are not included in the financial statements.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Property and equipment**

Property and equipment are recorded at cost, or in the case of donated assets, at fair value. Items with an individual or aggregate cost of less than \$1,000 are expensed in the year of purchase. Maintenance, repairs and minor renewals are expensed as incurred.

The provision for depreciation is made using the straight-line method by annual charges calculated to absorb the costs over the following estimated useful lives:

Buildings and improvements	39 years
Furniture, equipment and software	3-5 years

**Sponsorships receivable**

Sponsorships receivable consist of amounts billed to event sponsors for events that have already occurred, but for which amounts have not yet been paid. CASA establishes its allowance for uncollectible accounts based on prior collection experience. All sponsorships receivable balances were deemed collectible at June 30, 2015. It is CASA's policy to charge-off uncollectible accounts receivable when management determines the receivable will not be collected. Management has taken into account a variety of factors including risk characteristics of the selected accounts, number of days outstanding and current economic conditions.

**Income taxes**

CASA is a not-for-profit organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code and is classified as other than a private foundation. However, certain unrelated business income is subject to federal taxation. For the year ended June 30, 2015, there was no liability for tax on unrelated business income. Accordingly, no provision for federal income tax has been recorded in the accompanying financial statements.

CASA is no longer subject to income tax examinations by U.S. Federal or State tax authorities for tax years before 2011.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)**

**Advertising costs**

CASA charges advertising costs to operating expenses as incurred.

**Donated goods and services**

A significant portion of CASA's functions are conducted by unpaid officers, board members and volunteers. The value of this contributed time is not reflected in the accompanying financial statements since it does not meet the criteria necessary for recognition under U.S. GAAP. Donated materials and equipment are reflected as in-kind donations at their estimated fair value at the date of receipt. Donated professional services are recorded as both revenue and expense at estimated fair value.

**Functional allocation of expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the accompanying statement of activities and changes in net assets and in the statement of functional expenses. Accordingly, certain costs have been allocated among the program, supporting activities and fundraising as benefited.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 3. INVESTMENTS**

Investments, which consist of marketable debt and equity securities are carried at fair value and were comprised of the following at June 30:

	<u>Market Value</u>	<u>2015 Cost</u>	<u>Unrealized Appreciation (Depreciation)</u>
Investment cash	\$ 60,529	\$ 60,529	\$ -
Domestic and international equities:			
Healthcare	7,138	4,610	2,528
Consumer staples	6,457	6,724	(267)
Industrials	5,941	4,659	1,282
Consumer discretionary	5,702	4,577	1,125
Energy	4,488	4,684	(196)
Materials	3,655	2,382	1,273
Information technology	2,779	2,038	741
Utilities	2,584	2,157	427
Telecommunications	2,343	2,428	(85)
Financial	2,245	2,108	137
Other common stock	1,876	2,335	(459)
Fixed income bonds	61,424	64,447	(3,023)
Fixed income mutual funds	143,158	141,186	1,972
Domestic and international mutual funds	<u>146,033</u>	<u>134,343</u>	<u>11,690</u>
 Total	 <u>\$ 456,352</u>	 <u>\$ 439,207</u>	 <u>\$ 17,145</u>

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 3. INVESTMENTS (concluded)**

	<u>Market Value</u>	<u>2014 Cost</u>	<u>Unrealized Appreciation (Depreciation)</u>
Investment cash	\$ 45,908	\$ 45,908	\$ -
Domestic and international equities:			
Consumer cyclical	20,618	18,557	2,061
Healthcare	16,513	13,484	3,029
Technology	14,850	13,968	882
Materials	10,628	9,031	1,597
World stock	10,532	9,390	1,142
Emerging markets	10,302	8,873	1,429
Consumer defensive	10,095	9,132	963
Consumer goods	9,567	8,627	940
Industrials	5,517	4,491	1,026
Financial	2,714	2,108	606
Utilities	2,621	2,080	541
Services	2,307	2,299	8
Other common stock	47,453	43,256	4,197
Fixed income bonds	133,850	131,439	2,411
Fixed income mutual funds	61,702	60,873	829
Domestic and international mutual funds	<u>31,173</u>	<u>27,245</u>	<u>3,928</u>
 Total	 <u>\$ 436,350</u>	 <u>\$ 410,761</u>	 <u>\$ 25,589</u>

**Note 4. CONTRIBUTIONS RECEIVABLE**

Contributions receivable for unconditional promises to give related to a capital campaign and the permanent endowment that are expected to be received beyond one year are recognized at fair value and a discount rate applied when deemed necessary. Unconditional promises to give are included in the financial statements as contributions receivable and revenue in the appropriate net asset category. For the year ended June 30, 2015, there are no discounts to net present value, whereby contributions receivable are expected to be received in less than one year.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 4. CONTRIBUTIONS RECEIVABLE (concluded)**

CASA estimates the allowance for uncollectible contributions receivable based upon specific review, current economic conditions and historical loss factors, if applicable. Substantially all of these promises to give are from donors strongly committed to CASA. Management will continue to monitor the collection of these promises to give and make any necessary reserve adjustment if this estimate changes in the future. All remaining contributions were deemed collectible at June 30, 2015.

The contributions receivable balance was as follows at June 30:

	<u>2015</u>	<u>2014</u>
Amounts to be received in:		
Less than one year	\$ 1,000	\$ 11,882
One to five years	<u>-</u>	<u>4,000</u>
Total contributions receivable	<u>\$ 1,000</u>	<u>\$ 15,882</u>

**Note 5. PROPERTY AND EQUIPMENT**

Property and equipment are stated at cost and were as follows at June 30:

	<u>2015</u>	<u>2014</u>
Buildings and improvements	\$ 1,376,742	\$ 1,376,742
Furniture, equipment and software	<u>216,443</u>	<u>189,864</u>
	1,593,185	1,566,606
Less accumulated depreciation	<u>374,150</u>	<u>311,756</u>
Property and equipment, net	<u>\$ 1,219,035</u>	<u>\$ 1,254,850</u>

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 6. PROMISSORY NOTE**

In a prior year, CASA converted its line-of-credit to a promissory note. Under the terms of the promissory note, CASA was required to make payments of \$100,000 for three years. The promissory note bore an interest rate of 5.79% and was collateralized by a security interest in the capital campaign pledges and all assets located on the premises of CASA's Manchester, New Hampshire office.

During the year ended June 30, 2014, CASA renegotiated the promissory note, extending the payoff date to May 2019, reducing the interest rate to 4.00% and maintaining the same collateral.

As of June 30, 2015, the outstanding balance on the promissory note was \$38,983.

Future maturities for the promissory note are as follows:

<u>Year ending</u> <u>June 30,</u>	<u>Amount</u>
2016	\$ 11,225
2017	10,124
2018	10,536
2019	<u>7,098</u>
Total	<u>\$ 38,983</u>

**Note 7. OPERATING LEASE COMMITMENTS**

CASA has operating lease agreements for various office spaces in Plymouth, Dover and Keene, New Hampshire. These lease agreements require monthly rental payments ranging from approximately \$400 to \$1,000 and expire between December 2015 and June 2020. At June 30, 2015, the future minimum lease payments required under these leases amounted to \$65,519.

There is currently no rent requirement other than utilities for CASA's Colebrook and Berlin offices. The estimated fair values of the monthly rental for these spaces are \$650 and \$550, respectively.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 8. CONCENTRATION OF CREDIT RISK**

CASA maintains its cash at various institutions insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per depositor at each financial institution. At June 30, 2015, CASA had no amounts on deposit in excess of federally insured limits.

**Note 9. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are subject to restrictions stipulated by time or imposed by donors and consisted of the following at June 30:

	<u>2015</u>	<u>2014</u>
Portion of perpetual endowment funds subject to time restriction under the Uniform Prudent Management of Institutional Funds Act (UPMIFA)	\$ 43,615	\$ 36,601
100 men campaign	23,400	-
Generator	5,000	-
Security systems	2,640	16,000
Contributions receivable	-	2,067
	<hr/>	<hr/>
Total	<u>\$ 74,655</u>	<u>\$ 54,668</u>

**Note 10. ENDOWMENT FUNDS AND NET ASSETS**

CASA adheres to the Other Presentation Matters section of the Presentation of Financial Statements for Not-for-Profit Organizations in accordance with U.S. GAAP. U.S. GAAP provides guidance on the net asset classification of donor-restricted endowment funds for a non-profit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). U.S. GAAP also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. CASA adopted these provisions for the year ended June 30, 2009.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 10. ENDOWMENT FUNDS AND NET ASSETS (continued)**

CASA's endowment is comprised of five named funds and includes donor-restricted endowment funds. As required by GAAP, net assets associated with endowment funds, including any funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of CASA has interpreted UPMIFA as allowing CASA to appropriate for expenditure or accumulate so much of an endowment fund as CASA determines to be prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift instrument.

As a result of this interpretation, CASA classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by CASA in a manner consistent with the standard of prudence prescribed in UPMIFA.

*Investment Return Objectives, Risk Parameters and Strategies*

CASA has adopted an investment policy, approved by the Board of Directors, to create a balanced portfolio among several asset classes managing moderate levels of return with moderate levels of risk, while exceeding long term inflation. Given CASA has no immediate intention of appropriating any assets for expenditure, there is currently no spending policy in place for the year ended June 30, 2015. However, management is currently in the process of establishing a spending policy that will be in accordance with UPMIFA. During this process, CASA will consider the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of CASA and (7) the investment policies of CASA.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 10. ENDOWMENT FUNDS AND NET ASSETS (continued)**

Endowment net assets composition by type of fund were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<b>June 30, 2015</b>				
Donor-restricted endowment funds	<u>\$ -</u>	<u>\$ 43,688</u>	<u>\$ 413,664</u>	<u>\$ 457,352</u>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<b>June 30, 2014</b>				
Donor-restricted endowment funds	<u>\$ -</u>	<u>\$ 36,601</u>	<u>\$ 413,564</u>	<u>\$ 450,165</u>

Endowment net assets were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<b>June 30, 2015</b>				
Investments, beginning of year	\$ -	\$ 36,601	\$ 413,564	\$ 450,165
Contributions	-	-	100	100
Investment return	-	11,278	-	11,278
Investment fees	<u>-</u>	<u>(4,191)</u>	<u>-</u>	<u>(4,191)</u>
Investments, end of year	<u>\$ -</u>	<u>\$ 43,688</u>	<u>\$ 413,664</u>	<u>\$ 457,352</u>

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 10. ENDOWMENT FUNDS AND NET ASSETS (concluded)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2014				
Investments, beginning of year	\$ -	\$ 714	\$ 391,356	\$ 392,070
Contributions	-	-	22,208	22,208
Investment return	-	39,767	-	39,767
Investment fees	<u>-</u>	<u>(3,880)</u>	<u>-</u>	<u>(3,880)</u>
Investments, end of year	<u>\$ -</u>	<u>\$ 36,601</u>	<u>\$ 413,564</u>	<u>\$ 450,165</u>

Permanently restricted net assets consist of investment principal maintained in perpetuity. The income earned may be used to support operations.

In a prior year, CASA created a permanent endowment fund named in memory of one of CASA's strongest supporters, Mr. John Zahr. While the endowment principal will be permanently invested, the income from the endowment may be used to support the general operations of CASA, unless otherwise stated by the donor. Through the permanent endowment fund, donors who feel compelled to leave a legacy gift or otherwise invest in CASA's future will now have that opportunity.

**Note 11. FAIR VALUE MEASUREMENTS**

Generally accepted accounting principles establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels:

Level 1 inputs consist of unadjusted, quoted prices in active markets for identical assets and have the highest priority.

Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, or observable inputs other than quoted market prices.

Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 11. FAIR VALUE MEASUREMENTS (continued)**

The inputs or methodology used for valuing investments are not necessarily an indication of the risk associated with investing in those investments.

Financial assets carried at fair value on a recurring basis consisted of the following:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b>June 30, 2015</b>			
<b>Assets</b>			
Money market funds	\$ 32,352	\$ -	\$ -
Domestic and international equities:			
Healthcare	7,138	-	-
Consumer staples	6,457	-	-
Industrials	5,941	-	-
Consumer discretionary	5,702	-	-
Energy	4,488	-	-
Materials	3,655	-	-
Information technology	2,779	-	-
Utilities	2,584	-	-
Telecommunications	2,343	-	-
Financial	2,245	-	-
Other common stock	1,876	-	-
Fixed income bonds	-	61,424	-
Fixed income mutual funds	143,158	-	-
Domestic and international mutual funds	146,033	-	-
Contributions receivable	-	-	1,000
	<hr/>	<hr/>	<hr/>
<b>Total</b>	<b>\$ 366,751</b>	<b>\$ 61,424</b>	<b>\$ 1,000</b>

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 11. FAIR VALUE MEASUREMENTS (continued)**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
June 30, 2014			
Assets			
Money market funds	\$ 32,441	\$ -	\$ -
Domestic and international equities:			
Consumer cyclical	20,618	-	-
Healthcare	16,513	-	-
Technology	14,850	-	-
Materials	10,628		
World stock	10,532	-	-
Emerging markets	10,302	-	-
Consumer defensive	10,095	-	-
Consumer goods	9,567	-	-
Industrials	5,517	-	-
Financial	2,714	-	-
Utilities	2,621	-	-
Services	2,307	-	-
Other common stock	47,453	-	-
Fixed income bonds	-	133,850	-
Fixed income mutual funds	61,702	-	-
Domestic and international mutual funds	31,173	-	-
Contributions receivable	-	-	15,882
	<u>          </u>	<u>          </u>	<u>          </u>
Total	<u>\$ 289,033</u>	<u>\$ 133,850</u>	<u>\$ 15,882</u>

All assets have been valued using a market or income approach and have been consistently applied. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities. Prices may be indicated by pricing guides, sale transactions, market trades or other sources.

Contributions receivable have been valued using an income approach and have been consistently applied. The income approach uses valuation techniques to convert future amounts to a single present amount based on current market expectations about the future amounts (includes present value techniques and option-pricing models). Net present value is an income approach where a stream of expected cash flows is discounted at an appropriate market interest rate.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 11. FAIR VALUE MEASUREMENTS (concluded)**

CASA has elected the fair value option for recording long-term contributions receivable. As a result of this election, contributions receivable are reported at fair value initially and in subsequent periods. This option simplifies the recordkeeping aspect of accounting for contributions receivable by eliminating the requirement to amortize the resulting discount.

<b>June 30, 2015</b>	<b>Contributions <u>Receivable</u></b>
Balance, beginning of year	\$ 15,882
Contributions	100
Payments received and write-offs	<u>(14,982)</u>
Balance, end of year	<u>\$ 1,000</u>
<b>June 30, 2014</b>	<b>Contributions <u>Receivable</u></b>
Balance, beginning of year	\$ 47,243
Contributions	22,308
Payments received and write-offs	<u>(53,669)</u>
Balance, end of year	<u>\$ 15,882</u>

Generally accepted accounting principles require disclosure of an estimate of fair-value of certain financial instruments. CASA's significant financial instruments are cash and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

**Note 12. RETIREMENT PLAN**

CASA has a defined contribution plan covering all eligible employees. CASA makes no contributions to the plan, but employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code.

**COURT APPOINTED SPECIAL ADVOCATES  
OF NEW HAMPSHIRE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**Note 13. SUBSEQUENT EVENTS**

CASA has evaluated subsequent events through November 9, 2015, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2015.

## **CASA of NH Board of Directors – 2016/2017**

**David Eby-Chairman**

**Daniel Bernard- Immediate Past Chairman**

**Thomas Buchanan-Treasurer**

**Maria Proulx-Secretary**

**Judy Bergeron**

**Adele Boufford Baker**

**Jonathan Brown**

**Arthur Bruinooge**

**Kathy Christensen**

**Amy Coveno**

**Jerry Howard**

**Linda Lovering**

**Denise McDonough**

**Benjamin Oleson**

**Alan Reische**

**Albert Romero**

**John Zahr**

**Marcia Zahr**

**Marcia (Marty) Sink- President/CEO**

**Betsy Paine- Staff Attorney**

### **CASA Contact Information**

**138 Coolidge Avenue**

**Manchester, NH 03102**

**Toll-free telephone: 800-626-0622**

**603-626-4600 (f) 603-623-6362**

**General Delivery Email – [speakup@casanh.org](mailto:speakup@casanh.org)**

**Website: [www.casanh.org](http://www.casanh.org)**



# BERNADETTE M. PLANTE

## OBJECTIVE

To obtain a challenging full or part time position within the educational, childcare, or social services field that will fully utilize my diverse knowledge, education, and experience.

## PROFESSIONAL PROFILE

### **Guardian Ad Litem, Court Appointed Special Advocate**

- Excellent knowledge of Juvenile Court/Child Welfare System.
- Assisted in development of organizational policies for Guardian Ad Litem & Staff.
- Represented organization at both state and local level.
- Supervision and Training of professional development of staff.
- Member of the Senior Management Team.
- Up-to-date on current industry trends with staff recruiting and development experience.
- Proven track record for providing quality client assessment, counseling, and referrals.
- Experience in networking with local/state agencies and grant writing.
- Ability to work productively both independently or as a cooperative team member.
- Solid background in designing/implementing new behavioral and vocational programs

### **Parent Child Mediation, City of Nashua, NH**

## WORK HISTORY

### **CASA (COURT APPOINTED SPECIAL ADVOCATE) OF NEW HAMPSHIRE (2001 - Present)**

#### Senior CASA Supervisor (2008-Present)

- Court Diversion Program (2007-2009)
- Supervised Staff Supervisors in Colebrook, Berlin, Plymouth, Manchester and Nashua District and Family Courts to ensure effective service delivery to abused and neglected children.
- Acted as a liaison to all North Country, Lakes Region, Manchester and Nashua local offices of the Division of Children, Young and Families (DCYF).
- Developed and provided training standards for both Staff, Volunteers and Guardian Ad Litem.
- Conducted performance evaluations of Staff.
- Valuable Professional of the Senior Management Team.

#### Supervisor of Guardian Ad Litem (2001-2008)

- Recruited, screened, trained and supervised CASA Guardian Ad Litem Volunteers, providing 40 hour intensive training.
- Responsible for matching case's to appropriate Volunteer (all cases are abuse and neglect petitions filed through either District or Family Court).
- Co-managed all cases with volunteer, maintaining monthly supervision data in CASA database, provided data quarterly, or as needed, to Executive Director
- Ensured all Court Reports prepared by CASA/GAL are typed, edited, reproduced and delivered with the statutory time frames to court and all relevant parties.
- Acted as a liaison to Court Personnel.

## **NASHUA PASTORAL CARE CENTER INC, Nashua, NH (1996 -2001)**

### Emergency Assistance Outreach Director (1998 - 2001)

- Continuously handled a high-risk caseload, managed Annual Grants, and prepared statistical information for the United Way.
- Assisted in résumé writing and preparation for non-skilled working population.
- Developed job opportunities for professional, skilled, and non-skilled clientele.
- Represented organization as a public speaker at public relations events and fund-raisers.
- Managed 200 volunteers and coordinated annual Christmas Program, which served over 680 families.

### Case Manager (1996 - 1998)

- Managed high-risk caseload working with women in recovery from addictions.
- Co-facilitated bi-weekly support group for women to empower and assist with integration into the community.
- Co-facilitated weekly parenting group for women in recovery.
- Facilitated educational, housing, and individual plans to become non-recipients of welfare.
- Developed close working relationships with educational personnel from local colleges, the City, and Welfare Department.
- Maintained up-to-date on local and state changes pertaining to welfare reform.

## **BIG BROTHERS/BIG SISTERS OF GREATER NASHUA, Nashua, NH (1996 - 1997)**

### Case Worker

- Handled caseload of 25 families and recruited/trained volunteers.
- Assisted in major fundraising projects and writing press releases.
- Provided sexual abuse prevention training to children, parents, and volunteers.
- Interviewed and screened adults and children for program eligibility.
- Aided in providing support groups for parents and volunteers, addressing parenting issues of elementary aged children to teenagers.
- Researched potential grant possibilities and represented organization at public speaking engagements.

## **EDUCATION**

### **MELTON MOWBRY COLLEGE, Leicester, England**

B.S. Degree Equivalent in Social Work & Child Welfare with additional post graduate study.

## **CONTINUING EDUCATION**

NH Attorney General's Task Force Conference on Child Abuse & Neglect  
PSNH Conference on Electric Utility Service for Low-income Families  
Nurturing Families through Recovery, Coalition on Addiction, Pregnancy & Parenting  
Intake & Assessment; Division of Children, Youth & Families  
Working with Chronically Mentally Ill Patients, Manchester Mental Health  
Juvenile Court Process; Div of Children, Youth & Families  
Working with Sexually Abused Children; Division of Children, Youth & Families

Fetal Alcohol Syndrome, Rivier College, Nashua, NH  
Dynamics of Child Abuse and Neglect within the Family; Division of Children, Youth & Families  
Cultural Awareness, Rivier College, Nashua, NH  
Assessment & Case Planning, Big Brothers/Big Sisters of America  
Physical & Psychological Adolescent Changes  
Mediating Divorce, Child Parent Mediation  
Dealing with Domestic Violence  
Community Conference; Division of Children, Youth & Families

## **REFERENCES ARE AVAILABLE ON REQUEST**

# Elizabeth Paine



## EDUCATION

**University of Maine School of Law** 1989  
JURIS DOCTOR Portland, Maine

**Williams College** 1985  
BACHELOR OF ARTS Williamstown, Massachusetts  
*Major: History of Ideas*

**Swarthmore College** Swarthmore, Pennsylvania 1981-1982

**American Institute of Foreign Study** Evian, France 1980 - 1981

## LEGAL WORK EXPERIENCE

**Senior Staff Attorney** 2014-present  
CASA OF NH, In-House Counsel for Non-profit Court Appointed Special Advocate Program.

**OVW Court Training Grant Project Director** 2013- 2014  
OVW Court Training and Improvement Grant manager, Chair of Steering Committee, grant management and oversight.

**New Hampshire Circuit Court Domestic Violence Specialist** 1999-Present  
Violence Against Women Act (VAWA) grant funded position with the Administrative Office of the Court and Circuit Court. Duties include: serving as the VAWA Point of Contact for the Court System; grant writing, managing the Court's VAWA Project; revising statewide protocols for domestic violence; training for judges and staff on use of the protocols and forms; working with Court staff and representatives of Department of Safety on the design, and implementation, of the Protective Order Phase of J-ONE; serving as liaison between Office of the Administrative Judge and Governor's Commission Against Domestic and Sexual Violence; oversight of Circuit Court Domestic Violence Data Warehouse Project; work with Protective Order Registry contacts at the state and federal level; Project Coordinator COSCA grant for Criminal Bail Order creation, former member of the "Greenbook Project" Court Team.

**Project Consultant** 1997- 1999  
NEW HAMPSHIRE DISTRICT COURT DOMESTIC VIOLENCE DATA COLLECTION PROJECT  
Duties include coordination and supervision of Court based data collection project funded by the State Justice Institute. Responsible for grant writing, project funding and administration.

**STATEWIDE COORDINATOR** 1994-1997  
NEW HAMPSHIRE DISTRICT COURT DOMESTIC VIOLENCE COORDINATING COUNCIL PROJECT  
Duties included acting as policy liaison between local volunteer councils, the New Hampshire District courts, the N.H.Governor's Commission on Domestic Violence, and state funding sources under the Violence Against Women Act. Responsible for grant writing and project funding.

**Attorney** December 1996 - June 1997  
LAW OFFICE OF WILLIAM D. PAINE II P.A. North Conway N.H.  
Oversight of office closure and wind up of the solo law practice of the late William D. Paine, II

**Assistant County Attorney** March 1991- June 1994  
MERRIMACK COUNTY ATTORNEY'S OFFICE Concord, N.H.  
Special Prosecutor for Child Abuse and Sexual Assault: March 1991- July 1993.  
General Felony Prosecution from July 1993 - June 1994.

**Associate Attorney**  
LAW OFFICE OF WILLIAM D. PAINE II P.A.  
General Practice

**July 1990- March 1991**  
North Conway, N.H.

**Law Clerk**  
WESCOTT MILLHAM & DYER  
General Practice

**September 1989-May 1990**  
Laconia, N.H.

**Intern Cumberland County Attorney's Office**  
Prosecuted misdemeanor and traffic offenses in District Court

**1988-89**  
Portland, Maine

**CASA Court Appointed Special Advocate**  
Cumberland County Superior Court, Cumberland, Maine

**1987-1989**

**BAR ADMISSIONS**      State of New Hampshire 1990  
State of Maine 1990  
New Hampshire Federal District Court 1991

**PROFESSIONAL COMMITTEES AND COMMUNITY INVOLVEMENT**

<b>Guardian Ad Litem Board</b>	<b>2014-present</b>
<b>New Hampshire Governor's Commission on Domestic Violence</b> Executive Committee Member, Public Education Committee- Chair 1999- 2002, Domestic Violence Fatality Review Committee 1999-present, Chair 2010-present, Conference Planning Committee, Protocol Committee, Former member of the Supervised Visitation Committee, Member of Attorney General's Task Force on Visitation, 2013- present.	<b>1995- 2014</b>
<b>Interagency Coordinating Council for Women Offenders</b> <b>Vice Chair</b> , Hiring Committee for Administrator of Women Offenders	<b>2006- 2014</b>
<b>Andover School District Moderator</b>	<b>2013-present</b>
<b>Northern Forest Canoe Trail</b> <b>Board of Directors</b> Search Committee new Executive Director	<b>2013-present</b>
<b>New Futures, Board of Directors, Chair 2011-2013</b> Search Committee for new Executive Director Policy and Advocacy Committee, 2007-2010	<b>2007-2013</b>
<b>Andover Beacon</b> <b>Board of Directors</b>	<b>2008-2013</b>
<b>New Hampshire Supreme Court</b> <b>Commission on the Status of the Legal Profession</b>	<b>2005-2007</b>
<b>New Hampshire Commission on the Status of Women</b> Vice Chair 2005-2007, Legislative Committee, Women's Prison Project, contributor -The Legal Handbook for Women	<b>2001-2007</b>
<b>New Hampshire Charitable Foundation</b> <b>North Country Region Advisory Board</b> Incorporator, Director, Chair	<b>1996-2007</b>

<b>Leadership New Hampshire</b>	<b>2003-2004</b>
<b>Plymouth Domestic Violence Coordinating Council</b>	<b>1994-1996</b>
<b>New Hampshire Coalition Against Domestic and Sexual Violence</b> Board Member, Legislative Committee	<b>1994-1996</b>
<b>New Hampshire Bar Association</b> Committee on Gender Equality	<b>1992-1994</b>

#### TEACHING EXPERIENCE

<b>Police Standards and Training Council</b>	<b>2007</b>
<b>New Hampshire Bar Association DOVE Project</b>	<b>1996</b>
<b>University of New Hampshire Paralegal Certificate Program- Civil Procedure</b>	<b>1993</b>
<b>TASIS Cyprus, American History</b>	<b>1985</b>

#### RELATED TRAINING

Circuit Court Judges Training <i>Presenter: Domestic Violence Data 2013</i>	June, 2014
Partnering For a Future without Violence <i>Presenter: Civil Protection Orders and Criminal Protection Orders: How they work and how are they different</i>	June, 2014
Circuit Court Judges Training <i>Presenter- Red Flags in Domestic Violence Homicides</i>	November, 2013
AmeriCorps Advocate Training <i>Faculty- Full Faith and Credit and Court Domestic Violence Protocols</i>	November, 2013
New Hampshire General Court <i>Presenter- Domestic Violence Fatality Review Data Report</i>	September, 2013
Partnering for a Future Without Violence <i>Presenter: Civil Protection Orders and Criminal Protection Orders: How they work and how are they different?</i> <i>Presenter: Domestic Violence and Stalking 101;</i> <i>Presenter: Firearms and Domestic Violence Law in New Hampshire.</i>	June, 2013
Department of Safety: Firearms Return in Criminal cases	April, 2013
New Hampshire Circuit Court <i>Presenter: Criminal Bail Orders</i>	September, 2012
New Hampshire 18th Annual Statewide Conference On Domestic and Sexual Violence Co- presenter: Domestic Violence Data <i>Co-Presenter: Firearms and Domestic Violence Laws in New Hampshire</i> <i>Moderator: Labarre Fatality Review Workshop</i> <i>Moderator: Panel on Unequal Treatment</i>	June , 2012
Circuit Court Clerks Meeting	September, 2011

*Presenter-* The Protective Order Registry

New Hampshire Seventeenth Annual Statewide Conference on Domestic and Sexual Violence  
*Faculty-* Civil Protective Orders and Criminal Protective Orders: How do they work and How are they different? June, 2011

New Hampshire Seventeenth Annual Statewide Conference on Domestic and Sexual Violence  
*Faculty-* The Protective Order Registry June, 2011

New Hampshire Seventeenth Annual Statewide Conference on Domestic and Sexual Violence  
*Faculty-* Domestic Violence Fatality Review Workshop June, 2011

New Hampshire District Court Judges Conference  
*Presenter-*Qualifying Misdemeanor Crimes of Domestic Violence January, 2011

Conference of State Court Administrators, New Orleans, LA November, 2010  
*Presenter-* VAWA Point of Contact in the Courts,

Strengthening Firearms Protections: Improving the System-wide responses July, 2010  
National Network to End Domestic Violence. Baltimore MD.

New Hampshire Fifteenth Annual Statewide Conference on Domestic and Sexual Violence May 2009  
*Faculty-* Full Faith and Credit and Criminal Bail Protective Orders

AmeriCorps Victim Advocate Training January, 2009  
*Faculty-* Full Faith and Credit and Court Domestic Violence Protocols

New Hampshire Department of Safety Agency, Terminal Coordinators Conference, November 2008  
*Faculty-* Criminal Bail Protective Orders

Regional Training for Family Division Clerks on Domestic Violence February- March 2008  
*Co-Presenter-* Domestic violence refresher taught with NHCADSV staff

Training for New Hampshire Coalition Against Domestic Sexual Violence PMC December 2007  
*Presenter-*Domestic Violence and Stalking Forms Revisions and Project Passport

New Hampshire Thirteenth Annual Statewide Conference on Domestic and Sexual Violence June 2007  
*Faculty-* Revisions of NH's Civil Protective Order Forms, Extending Project Passport.

Covering the Nation: Extending Project Passport Northeast/Great Lakes Meeting March 2007  
National Center for State Courts, Boston MA.  
*Faculty*

Domestic Violence and Firearms: A National Summit on Community Safety September 2006  
New Hampshire State Team member

New Hampshire Tenth Annual Statewide Conference on Domestic and Sexual Violence June 2004  
*Faculty-* presented on the New Hampshire Domestic Violence Registry

New Hampshire Seventh Annual Statewide Conference on Domestic and Sexual Violence June 2001  
*Faculty* – presented on Grafton County Greenbook Project

STOP TA Fatality Review Conference November 2000  
*Faculty-*presented panel on Media and Fatality Review Teams

New Hampshire Fourth Annual Statewide Conference on Family Violence June 1998  
*Faculty* -presented workshop on SJI Domestic Violence Data Collection Project

Elizabeth Paine-Resume

New Hampshire's Third Statewide Conference on Family Violence <i>Faculty</i> and Conference Committee Member	June 1997
Association of Family and Conciliation Courts Facing Up to the Complexities of Family Violence: NO SIMPLE SOLUTIONS. Boston, Massachusetts	September 1996
Presented and facilitated workshops on New Hampshire's Domestic Violence Protocol Keene, Hampton, Berlin and Plymouth, N.H.	May- June 1996
Domestic Violence and Sexual Assault and the Legal System: A Conference for For Victim Advocates <i>Faculty</i> - Conducted a workshop on Domestic Violence and the District Court Protocol	May 1996
STOP Violence Against Women Grantees Conference, Washington D.C. One of three Representatives from New Hampshire	July 1995
New Hampshire's Second Statewide Conference on Family Violence, Conference Co-chair.	March 1995
Facilitated workshops on the Violence Against Women Act conducted by Bonnie Campbell. Moderator for a panel on weapons and VAWA.	March, 1995
National Council of Juvenile and Family Court Judges Workshop on Coordinating Councils. San Jose, California <i>Faculty</i> . Presented on data collection efforts in New Hampshire	February 1995
New Hampshire First Statewide Conference on Family Violence Waterville Valley, N.H. Conference Committee	May 1994
Career Prosecutor's Course. National College of District Attorneys' Houston, Texas.	June 1993
Courts and Communities: Confronting Violence in the Family. The National Council of Juvenile and Family Court Judges. Member of New Hampshire State Team	March 1993
Office of Juvenile Justice and Delinquency Prevention Training in Child Abuse Investigation and Exploitation	April and December 1992
National Center for Prosecution of Child Abuse. Basic Training for Child Abuse Prosecutors Hartford, Connecticut	June 1991
Abuse and Victimization in Life Span Perspective, Harvard Medical School & Children's Hospital, Boston, Massachusetts	April 1991



**Diane M. Valladares**



**EXPERIENCE**

**CASA of NH, Manchester, NH**

November 2002 - Present

Training and Recruitment Coordinator for statewide non-profit volunteer guardian ad litem program, representing abused and neglected children in the NH court system. Recruit, screen and interview candidates to serve child clients, set training schedule, coordinate speakers. Increased retention of volunteers by 100% during my first year through monthly newsletters and educational conferences for volunteers. Daily tasks include maintenance of two volunteer databases (COMET and Gift Maker Pro), application processing, follow-up of volunteer inquiries, interview and class scheduling. Monthly budget and application reports for staff and Board, as well as press releases. Publish yearly calendar and business directory, as well as recruitment and retention materials. Maintain and update training manual for volunteers. Plan and execute two major volunteer events per year.

**WHITNEY LAW OFFICES, Nashua, NH**

January 2001 -June 2002

Paralegal Assistant for private law practice specializing in family, real estate, personal injury, bankruptcy and criminal law. Responsibilities included screening clients, maintaining calendar, case maintenance, research, interaction with court officers, client correspondence, billing, handling phones and mail.

**DESIGNWARES, 206 Main Street, Nashua, NH, 03060**

August 2000 - Present

Sales Consultant for upscale retail artisan boutique. Responsibilities include customer service inventory control, purchasing, maintaining mailing list database, merchandising. Currently work almost exclusively on maintaining the customer database for sales promotions.

**BICENTENNIAL ELEMENTARY SCHOOL, Nashua, NH**

September 1996 -June 1999

Educator, Grade 4. Created and implemented educational plans for heterogeneously grouped, inclusionary classes utilizing reading and writing workshop approach to integrated language arts, hands-on science and mathematics, and a class meeting approach to solving issues and problems. Served as PTO liaison.

**CHARLOTTE AVENUE / BICENTENNIAL ELEMENTARY SCHOOL, Nashua, NH**

September 1991 - January 1996

Special Education Paraprofessional Modified assignments and gave academic support within the classroom to students on individual education plans at the fifth and sixth grade level. Provided one-on-one, small group and whole class instruction. Administered various assessments (Woodcock-Johnson, K-TEA, TOWL) to individual students.

**EDUCATION:** Rivier College, Nashua, NH, 1996 B.A. Elementary Education  
The Berkeley School, White Plains, NY - 1979, Secretarial Diploma

**PROFESSIONAL AFFILIATIONS:** Nashua College Club, Vice President  
CASA of NH - Guardian ad Litem  
NH Notary Public and Justice of the Peace

**REFERENCES:** Excellent references available on request.

## Jonelle Gaffney



**Objective** To obtain full time employment that would allow me the opportunity to continue to work with families and children in the social service spectrum by helping to assist in providing services to families in need.

**Education** **Southern New Hampshire University - Manchester, New Hampshire**

Bachelor of Arts in Psychology  
Minor in Sociology, 2000-2004  
Graduated Cum Laude

2002-2004: Treasurer of the National Honor Society for Psychology (PSI CHI)

**Professional Experience**

**CASA of NH, Manchester, NH**

**(October 2009 to Present)**

**CASA Guardian Ad Litem Supervisor**

- Responsible for the recruitment, training, and on-going supervision of volunteer guardian ad litem assigned to abused and neglected children in the court system.

**Devereux Florida, Orlando, FL**

**(October 2008-September 2009)**

**Family Case Manager-Specialized Medical Unit**

- Identified needs of and provided direct care services to families in meeting the specialized needs of medically involved or medically fragile children within the child welfare system
- Developed, implemented, and monitored family case plans and provided families with the necessary skills and motivation in order to meet the goals of the case plan to ensure child safety and well-being
- Determined the need for child removal, continued services, or termination of services based upon an expert child safety assessment
- Empowered and promoted self sufficiency of clients
- Wrote documents for the Court; including Shelter Petitions, Predisposition Reports, Judicial Reviews, Status Reports, and Case Plans
- Provided testimony to the Court and served as a liaison between the Department of Children and Families and the Court
- Provided clients with services, such as daycare and other referrals to community agencies for counseling and financial assistance
- Facilitated multi-disciplinary meetings to collaborate on ideas and suggestions to help families successfully meet the needs of their children
- Attended meetings with the legal department, foster care department, and the child protection team to make informed decisions regarding child safety and permanency planning
- Acted as a mentor to other workers within the service center

**Devereux Florida, Orlando, FL**

**(June 2007-October 2008) Family**

**Case Manager**

- Provided direct care services to families where some indicators of abuse, abandonment, or neglect issues have been identified
- Developed, implement, and monitored family case plans
- Determined the need for child removal, continued services, or termination of services based upon an expert child

safety assessment

- Empowered and promoted self sufficiency of clients
- Wrote documents for the Court; including Shelter Petitions, Predisposition Reports, Judicial Reviews, Status Reports, and Case Plans
- Provided testimony to the Court and served as a liaison between the Department of Children and Families and the Court
- Provided clients with services, such as lower cost daycare and other referrals to community agencies for counseling and financial assistance.
- Attended meetings with the legal department, foster care department, and the child protection team to make informed decisions regarding child safety and permanency planning

**Key Program, Inc., Methuen, MA  
(September 2006-June 2007)  
Assistant Program Supervisor**

- Assisted the program supervisor in managing residential facility, including staff supervision and ensuring clients' treatment goals and needs are being met. Monitor program organization, client files, scheduling, and general program maintenance
- Utilized techniques from the Crisis Prevention and Intervention Institute to facilitate the de-escalation of clients who are in crisis
- Provided twenty-four hour on call support to residential caseworkers in ensuring clients' and staff's safety
- Utilized the Situational Leadership Model in providing formal and informal supervision to direct care staff with regards to their performance and professional development
- Facilitated client referrals, intakes, and discharge meetings

**Key Program Inc., Methuen, MA  
(May 2004-September 2006)  
Residential Caseworker**

- Supervised children (aged 12-18) in a residential setting on achieving their treatment plan goals, documenting their stay, managing behavioral problems, implementing consequences, and helping clients develop positive social skills and life skills
- Worked directly with families of various ethnicities and backgrounds to understand the families different needs
- CPR, First Aid, and CPI Certified
- Attended multiple trainings focusing on family works, juvenile justice, 51A reporting, common diagnosis (bi-polar, multiple personality disorder, ADHD, and schizophrenia)

**Specialized Trainings and/or Certifications**

- Certified Family Services Counselor (March 2008)
- Specific trainings as they relate to the following: Health and Information and Accountability Act (HIPAA), Code of Ethics, Medical Neglect, Child Abuse Prevention, Early Childhood Trauma, Domestic Violence, Supervising Visits for Sexually Abused Children, Educational Trainings, Drug Abuse, and other various trainings as they relate to the field of child welfare.

References available upon request

***Kelly Smith, LICSW***



**EDUCATION:**

**MSW** Social Work  
University of Kentucky, 1990

**BA** Psychology  
Hanover College, 1986

**NH License, LICSW #1179**

**PROFESSIONAL EXPERIENCE:**

**CASA, NEW HAMPSHIRE**

Director of Training, March 2016-present

**PRIVATE PRACTICE, CONCORD, NH**

Therapist and Consultant, November 2003 - present

Individual and family therapy specializing in trauma, loss, and attachment with foster and adoptive children and families

Curriculum development and teaching adoption concepts to pre-adoptive parents

*Consultation to NH Court Improvement Project* regarding permanency planning, best practice and Model Court protocols

*Clinical consultant for a NH adoption law firm (James Bianco, Assoc.)*

Travel with adoptive families to their adoptive child's homeland (includes China, Guatemala, Peru, Paraguay, and Ethiopia)

Consultation to school districts regarding special education programming for foster and adoptive children

*Clinical Consultant for NH Court Appointed Special Advocates (CASA)*, including clinical consultation and training to staff and volunteers

*Clinical Consultant for Dartmouth College, Department of Psychiatry-Trauma Research Center*

**CASEY FAMILY SERVICES, CONCORD, NH**

Supervisor, March 1995 – November 2003

Program development and clinical supervision of a post adoption program

Collaboration and training for professionals in the areas of attachment and trauma

Technical assistance to state as well as private, non-profit organizations on program development, clinical intervention, and permanency planning

**HANNAH NEIL CENTER FOR CHILDREN, COLUMBUS, OHIO**

Director, 1992-1995

Director of a partial hospital program within a comprehensive mental health continuum for children, adolescents, and families.

Clinical supervision of 25 therapists;

Direct fiscal planning and management of a \$2 million budget

Program development to meet treatment and community needs

Coordination, training and supervision of student interns and work study students

Coordinator of continued quality improvement program which included the collection and analysis of statistical data related to peer review, quality assurance and utilization review.

*Awarded Therapist of the Year by Governor Hassan and NAMI*

**Top 5 Key Personnel  
CASA of NH  
2017-2018**

<b>Name</b>	<b>Job title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Elizabeth Paine	Staff Attorney	\$65,000.00	3%	\$2,106.00
Bernadette Melton-Pla	Senior Program Manager	\$58,000.80	2%	\$1,253.00
Diane M. Valladares	State Wide Training & Recruitment Director	\$54,590.12	6%	\$3,390.00
Jonelle Gaffney	Senior Program Manager	\$50,000.08	2%	\$1,080.00
Kelly Smith	Training Director	\$46,000.24	4%	\$1,739.00
		\$273,591.24		\$9,568.00

Contractor Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

**Top 5 Key Personnel  
CASA of NH  
2018-2019**

<b>Name</b>	<b>Job title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Elizabeth Paine	Staff Attorney	\$65,000.00	3%	\$2,106.00
Bernadette Melton-Pla	Senior Program Manager	\$58,000.80	2%	\$1,253.00
Diane M. Valladares	State Wide Training & Recruitment Director	\$54,590.12	6%	\$3,390.00
Jonelle Gaffney	Senior Program Manager	\$50,000.08	2%	\$1,080.00
Kelly Smith	Training Director	\$46,000.24	4%	\$1,739.00
		\$273,591.24		\$9,568.00

Contractor Initials: \_\_\_\_\_  
Date: \_\_\_\_\_



Nicholas A. Toumpas  
Commissioner

Lorraine Bartlett  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 11, 2015

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

Sole Source

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Children, Youth and Families to enter into a **sole source** agreement with Court Appointed Special Advocates of New Hampshire, Inc. (Vendor #156690), 138 Coolidge Avenue, Manchester, New Hampshire 03105, for the provision of a statewide training program and education opportunities for court appointed special advocates and guardian ad litem, in an amount not to exceed \$69,141.88, effective July 1, 2015 or upon Governor and Executive Council approval, whichever is later, through June 30, 2017. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2016 and State Fiscal Year 2017 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.

**05-95-42-421010-29600000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, ORG'L LEARNING & QUALITY IMPRVMT**

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2016	067-500557	Training Account	42106015	\$34,570.94
2017	067-500557	Training Account	42106015	\$34,570.94
			<b>Total</b>	<b>\$69,141.88</b>

**EXPLANATION**

The purpose of this **sole source** is for the continuation of statewide training programs and educational opportunities for court appointed special advocates and guardian at litem in New Hampshire. Court Appointed Special Advocates of New Hampshire, Inc. is uniquely qualified as the only agency providing these services on a statewide basis.

This agreement aligns with the Title IV-E functional training requirements that include pre-service and in-service training, as well as on-going educational opportunities to court appointed special advocates in the state of New Hampshire.

40 DM

Court Appointed Special Advocates is a statewide program working with court appointed special advocate guardian ad litem for children involved with the child welfare system. The court appointed special advocate volunteers are appointed by judges to advocate for the best interests of abused and neglected children in court proceedings. Volunteers remain involved with these children until the case is closed and the child is placed in a safe, permanent home. The court appointed special advocate volunteer ensures that case planning and court proceedings retain a focus on the child's best interests, and in collaboration with the Division for Children, Youth and Families, achieves safety, permanency and well-being for those children. Training and educational programs are necessary to represent these children's best interest through the arduous process of the legal and social services systems.

Court Appointed Special Advocates of New Hampshire, Inc. has been providing these services successfully to its volunteers and staff for several years, and given its past performance and plans for ongoing improvement to the training program, the Division for Children, Youth and Families fully supports this agreement.

This agreement is for two years and reserves the Department of Health and Human Services' right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request the best interests of New Hampshire children would not be properly represented in child abuse and neglect proceedings, as Court Appointed Special Advocate volunteers would not receive quality training to serve in their critical roles. Additionally, the need to provide non-volunteer guardian ad litem representation for children in these proceedings would be a costly burden to state, should these volunteer advocates not receive appropriate training for their roles.

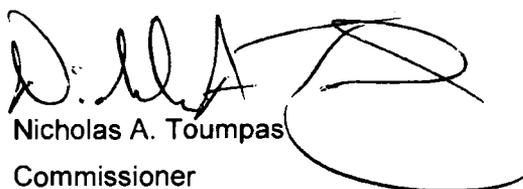
Area Served: Statewide

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) # 93.658 Federal Agency Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV\_E RECOVERY.

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

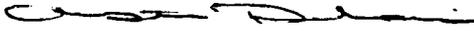
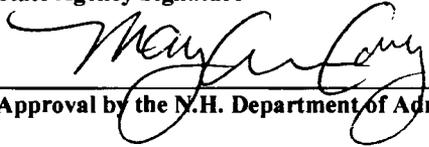
Subject: CASA Training Partnership

**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		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Court Appointed Special Advocates of New Hampshire, Inc.		<b>1.4 Contractor Address</b> 138 Coolidge Avenue PO Box 1327 Manchester NH 03105-1327	
<b>1.5 Contractor Phone Number</b> (603) 626-4600	<b>1.6 Account Number</b> 05-095-42-421010-29600000	<b>1.7 Completion Date</b> June 30, 2017	<b>1.8 Price Limitation</b> \$69,141.88
<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> Marcia Sink, President/CEO	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u>  On <u>5/7/15</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>  <u>Christine Duhaime - Notary</u>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> <u>MARY ANN COONEY</u> <u>Associate Commissioner</u>	
<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:  On: <u>6/8/15</u>			
<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: MS  
Date: 5/7/15

**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.**

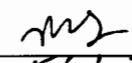
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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:   
Date: 6/17/15

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.



## Exhibit A

### Scope of Services

#### 1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3 The Contractor will pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

#### 2. SCOPE OF SERVICES

The Contractor will provide short term, pre-service, in-service, and ongoing training programs and educational opportunities designed, delivered and evaluated by Court Appointed Special Advocate (CASA), which aligns with federally outlined and Division of Children, Youth, and Families (DCYF) approved functional training requirements.

The Contractor will provide:

- 2.1 Pre-Service Training:
  - 2.1.1 Consists of forty (40) hours of comprehensive adult participatory training to prepare the CASA guardian ad litem to perform their role within the child protection system and juvenile court in an effective and thorough manner.
  - 2.1.2 Core training will consist of curriculum developed by the National CASA Association with revisions that comply with New Hampshire child protections laws (169c), NH Supreme Court Guardian ad litem Rules, and general court and child protection practice.
  - 2.1.3 Curriculum will be delivered by qualified and trained CASA of New Hampshire staff as well as an experienced professional in the area of the Juvenile court and child protection systems such as judges, attorneys, foster parents and child protection workers.
  - 2.1.4 Training to DCYF staff on CASA's role in child protection cases, as part of the DCYF Core Academy Training, as requested.
  - 2.1.5 Curriculum will include but not be limited to:



## Exhibit A

- 
- 2.1.5.1 Child Protection System: an overview of the New Hampshire child protections system including the role of the Division for Children, Youth and Families in the investigation, assessment and remediation of child abuse and neglect cases. Child abuse and neglect laws and protocols including mandated reporting, system coordination, Division Practice Model Evidence-Based Practices (such as Solution Based Casework), and the rights of parents.
  - 2.1.5.2 Juvenile Court System: an overview of the New Hampshire juvenile court system including the Family Court, District Court, Probate Court, Superior Court, and the New Hampshire Supreme Court.
  - 2.1.5.3 The roles and responsibilities of the CASA/guardian ad litem in the development and preparation of case plans, participating in judicial determinations, home-studies, case management and supervision.
  - 2.1.5.4 Understanding of family dynamics and communication, and family-centered practice, to include activities that strengthen families.
  - 2.1.5.5 Child development, the impact of abuse and neglect on normal development, visitation and the effects of separation, grief and loss.
  - 2.1.5.6 Cultural competency, awareness, diversity, and inclusiveness as it relates to children, youth and families.
  - 2.1.5.7 The effects of domestic violence and the impact on children, co-occurrence of domestic violence, child abuse and neglect, and referral to services.
  - 2.1.5.8 Permanency planning options such as non-removal supports, foster care, kinship care and adoption.
- 2.2 In-Service Training
- 2.2.1 Consists of twelve (12) hours of annual on-going education offered regularly throughout the state which will comply with CASA of New Hampshire Professional Development Standards and National CASA Association Program standards and Guardian ad litem standards.
- 2.3 Training and on-going educational opportunities
- 2.3.1 Required Training hours may be earned in a variety of way which include but are not limited to:
    - 2.3.1.1 CASA monthly in-service training.
    - 2.3.1.2 CASA full day in-service training, held in spring or fall.
    - 2.3.1.3 Division of Children, Youth and Families Workshops which include Core Academy and Advanced trainings, currently available to child



## Exhibit A

protective workers, to be offered to CASA staff and GALs on a space available basis.

2.3.1.4 Electronic e-learning modules.

2.3.1.5 Approved conferences, such as, but not limited to:

2.3.1.6 National CASA Association Conference;

2.3.1.7 AG's Conference on Child Abuse and Neglect; and

2.3.1.8 DCYF Annual Conference.

2.3.2 Training topic will include but not be limited to:

2.3.2.1 Case connections in child welfare,

2.3.2.2 Advanced domestic Violence and the impact on children,

2.3.2.3 Adoption services, case planning and the role of the CASA/GAL,

2.3.2.4 Adolescent service planning and supporting post-foster care employment options,

2.3.2.5 Advanced court procedures and the role of the CASA/GAL in the child welfare system,

2.3.2.6 Advanced topics in New Hampshire child protection statutes.

### 3. STAFF QUALIFICATIONS

3.1 The Contractor shall provide twelve (12) to fourteen (14) qualified training program staff. The staff shall have the following qualifications:

3.1.1 A bachelor's degree;

3.1.2 experience with training;

3.1.3 familiarity with the CASA of New Hampshire training curriculum; and

3.1.4 A minimum of two (2) years of experience working with volunteers, agencies, and organizations who work with families and children in social service settings.

### 4. Program Outcomes and Performance Measures

4.1 The Contractor will conduct a DCYF approved quality assurance evaluation to ensure the following:

4.1.1 CASA volunteers will demonstrate an understanding of the child protection system in New Hampshire.

4.1.2 CASA volunteers will demonstrate an understanding of their role in ensuring the best interest of the child.



## Exhibit A

- 
- 4.1.3 CASA volunteers will demonstrate an understanding of the concepts and practices associated with safety, permanency and well-being.
  - 4.2 The Contractor will meet with the Bureau Administrator and Training Administrator of the Bureau for Organizational Learning and Quality Improvement (BOLQI) to discuss the findings and make program improvements.
  - 4.3 The Contractor will participate in the Division's Leadership in Learning and Collaboration (LILAC).

### 5. REPORTING REQUIREMENTS

- 5.1 The Contractor shall provide a quarterly report to the Bureau Administrator and Training Administrator of the Bureau for Organizational Learning and Quality Improvement (BOLQI) within fifteen (15) days of the completion of the quarter. This report shall include but not be limited to:
  - 5.1.1 The number of CASA staff and volunteers trained;
  - 5.1.2 The number of hours of training;
  - 5.1.3 Types of training provided;
  - 5.1.4 Training evaluation results; and
  - 5.1.5 The Contractor's costs incurred as associated with training provision.
- 5.2 The Contractor shall provide an annual report that summarizes information collected from the interim reports requested in Section 5.1 which includes an analysis of trends in service. This report shall be due no later than August 30th each contract year.

### 6. Confidentiality

- 6.1 The Contractor shall comply with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
  - 1.1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.658, Federal Agency Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV-E RECOVERY, federal regulations required to be passed through to the Contractor as part of this agreement, for provision of services pursuant to Exhibit A, Scope of Services.
  - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly but not less than quarterly:
  - 2.1. Payment will be on a cost reimbursement basis based on actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies should be mailed to:

Fiscal Administrator  
Division of Children, Youth and Families  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301-3857
  - 2.2. Payment of the full Agreement Price will be contingent upon the Contractor providing the required match, on a consistent basis.
  - 2.3. Expenditures will be in accordance with the approved line item budget shown in Exhibit B-1.
  - 2.4. A final payment request will be submitted no later than sixty (60) days after the Agreement end date. Failure to submit the invoice by this date could result in non-payment.
  - 2.5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law



**Exhibit B**

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- 2.6. Payments may be withheld pending receipt of required reports as outlined in Exhibit A.
3. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
4. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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# Exhibit B-1

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

**Divison for Children, Youth and Families -CASA Training Partnership**

**Bidder/Program Name:** \_\_\_\_\_

**Budget Request for:** Court Appointed Special Advocates of New Hampshire, Inc.  
(Name of RFP)

**Budget Period:** 07/1/15-6/30/16

Line Item	Direct Incremental	Indirect Fixed	Total State Costs	Bidder Match	Total Costs	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 24,793.35		\$24,793.35	\$ 50,338.02	\$ 75,131.37	Blended Rate of 44% x Admin Rate of 75% for direct
2. Employee Benefits	\$ 5,238.84		\$ 5,238.84	\$ 10,636.42	\$ 15,875.26	Same
3. Consultants	\$ -		\$ -	\$ -	\$ -	Same
4. Equipment:	\$ -		\$ -	\$ -	\$ -	Same
Rental	\$ -		\$ -	\$ -	\$ -	Same
Repair and Maintenance	\$ -		\$ -	\$ -	\$ -	Same
Purchase/Depreciation	\$ -		\$ -	\$ -	\$ -	Same
5. Supplies:	\$ -		\$ -	\$ -	\$ -	Same
Educational	\$ 1,842.44		\$ 1,842.44	\$ 3,740.69	\$ 5,583.13	Same
Lab	\$ -		\$ -	\$ -	\$ -	Same
Pharmacy	\$ -		\$ -	\$ -	\$ -	Same
Medical	\$ -		\$ -	\$ -	\$ -	Same
Office	\$ -		\$ -	\$ -	\$ -	Same
6. Travel	\$ 1,852.17		\$ 1,852.17	\$ 3,760.47	\$ 5,612.64	Same
7. Occupancy		\$ 707.85	\$ 707.85	\$ 1,437.16	\$ 2,145.01	Same
8. Current Expenses	\$ -		\$ -	\$ -	\$ -	Same
Telephone	\$ -		\$ -	\$ -	\$ -	Same
Postage	\$ 73.09		\$ 73.09	\$ 148.40	\$ 221.49	Same
Subscriptions	\$ -		\$ -	\$ -	\$ -	Same
Audit and Legal	\$ -		\$ -	\$ -	\$ -	Same
Insurance	\$ -		\$ -	\$ -	\$ -	Same
Board Expenses	\$ -		\$ -	\$ -	\$ -	Same
9. Software	\$ -		\$ -	\$ -	\$ -	Same
10. Marketing/Communications	\$ -		\$ -	\$ -	\$ -	Same
11. Staff Education and Training	\$ -		\$ -	\$ -	\$ -	Same
12. Subcontracts/Agreements	\$ -		\$ -	\$ -	\$ -	Same
13. Other (specific details mandatory):	\$ -		\$ -	\$ -	\$ -	Same
Food for Trainings	\$ 63.20		\$ 63.20	\$ 128.31	\$ 191.51	Same
Depreciation	\$ -		\$ -	\$ -	\$ -	Same
<b>TOTAL</b>	<b>\$ 33,863.09</b>	<b>\$ 707.85</b>	<b>\$34,570.94</b>	<b>\$ 70,189.47</b>	<b>\$104,760.41</b>	

Indirect As A Percent of Direct

2.1%





**SPECIAL PROVISIONS**

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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.

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**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 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 \$1,000,000 per occurrence with additional professional liability insurance coverage of not less than \$1,000,000 per occurrence; and
4. The Department reserves the right to renew the contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*VB*  
5/7/15

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: Court Appointed Special Advocates of New Hampshire, Inc.

Name: Marcia Sink  
Title: President/CEO

May 7, 2015  
Date

Contractor Initials MS

Date 5/7/15



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Court Appointed Special Advocates of New Hampshire, Inc.

May 7, 2015  
Date

Name: Marcia Sink  
Title: President/CEO

Contractor Initials MS  
Date 5/7/15



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Court Appointed Special Advocates of New Hampshire, Inc.

May 7, 2015  
Date

  
Name: Marcia Sink  
Title: President/CEO

Contractor Initials MS  
Date 5/7/15



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

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*JB*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

5/7/15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Court Appointed Special Advocates of New Hampshire, Inc.

May 7, 2015

Date



Name: Marcia Sink  
Title: President/CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials MS

Date 5/7/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Court Appointed Special Advocates of New Hampshire, Inc.

Name: Marcia Sink  
Title: President/CEO

May 7, 2015  
Date

Contractor Initials MS  
Date 5/7/15



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

JB

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). 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

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Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH D H H S  
 The State  
[Signature]  
 Signature of Authorized Representative  
MARY ANN COVAY  
 Name of Authorized Representative  
Associate Commissioner  
 Title of Authorized Representative  
5/18/15  
 Date

Court Appointed Special Advocates of New Hampshire, Inc.  
 Name of the Contractor  
[Signature]  
 Signature of Authorized Representative  
 Marcia Sink  
 Name of Authorized Representative  
 President/CEO  
 Title of Authorized Representative  
May 7, 2015  
 Date

Contractor Initials MS  
 Date 5/7/15



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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Court Appointed Special Advocates of New Hampshire, Inc.

*May 7, 2015*

Date

Name: Marcia Sink  
Title: President/CEO

Contractor Initials *MS*  
Date *5/7/15*



**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: 968642082
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: _____

Contractor Initials MS  
Date 5/17/15

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC. is a New Hampshire nonprofit corporation formed April 19, 1989. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8<sup>th</sup> day of April, A.D. 2015



*William M. Gardner*

William M. Gardner  
Secretary of State