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May 12, 2015

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

REQUESTED ACTION

Authorize the Judicial Council to enter into a contract in the amount of \$1,228,000, with Governor and Council approval, for the period effective July 1, 2015 through June 30, 2017, between the State of New Hampshire, acting through the Judicial Council, and Court Appointed Special Advocates of New Hampshire, Inc., (hereinafter CASA, Vendor Code 156690), to provide guardian ad litem services in abuse and neglect cases and certain termination of parental rights and guardianship cases, pursuant to the provisions of RSA 490:26-F. 100% General Funds.

Funds will be available, pending budget approval for fiscal years 2016 and 2017, as follows:

Table with 3 columns: Item ID, Description, FY 2016, FY 2017. Row 1: 02-07-07-070010-1099-102 Court Appointed Spec. Adv-CASA, \$589,000, \$639,000

EXPLANATION

RSA 169-C:10, I and RSA 604-A:1-a require the appointment of Guardians ad Litem, at State expense, to assist abused and neglected children for the duration of Family Court proceedings. This contract will enable CASA of New Hampshire to continue to recruit, train and supervise volunteers to fill this important role, and will enable the State to avoid, in most cases, the more costly alternative of assigning these matters to private Guardians ad Litem who do not benefit from the same level of direct supervision and who bill for their time by the hour. This contract represents a beneficial public/private partnership in which State funds are further leveraged with CASA's private fundraising, resulting in a significant reduction in direct costs to the State, while providing abused and neglected children with access to a well-trained corps of volunteers dedicated to representing their best interests. The agreement acknowledges the shared commitment of CASA and the Judicial Council to developing CASA's capacity to maximize its share of the overall statewide demand for guardian ad litem services in abuse or neglect matters and termination of parental rights cases; accordingly, the contract will enable CASA to implement expanded case intake in FY 2016 and FY 2017.

The Attorney General's Office has approved this contract as to form, substance and execution.

Her Excellency, Governor Margaret Wood Hassan
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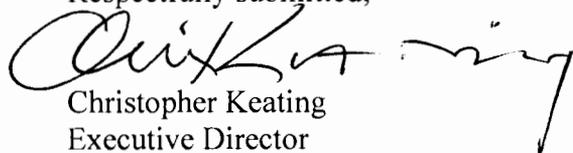
REQUEST FOR PROPOSALS AND REVIEW PROCESS

The Judicial Council developed a detailed Request for Proposals and made the RFP available on the Judicial Council website. The availability of the RFP and the opportunity to submit proposals were also publicized in a statewide newspaper, (the Union Leader), for three consecutive days in March of 2015. In addition, the RFP was advertised on the statewide contract list through the Bureau of Purchase & Property of the Department of Administrative Services. Notice regarding the availability of the RFP appeared on the NH Bar Association's Website and in the Bar Association's fortnightly Bar News periodical.

Other than Court Appointed Special Advocates of New Hampshire, no group or individual submitted a proposal for consideration. The proposal submitted by CASA was reviewed thoroughly by the Indigent Defense Subcommittee of the Judicial Council and was found to be fully compliant with the Judicial Council's Request for Proposals.

Thank you for your consideration. I would be glad to answer any questions you may have regarding this proposed contract.

Respectfully submitted,



Christopher Keating
Executive Director

Attachments

Subject:

Statewide Guardian ad Litem Services in Child Protection Cases

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Judicial Council		1.2 State Agency Address 25 Capitol Street, Room 424, Concord, N.H. 03301	
1.3 Contractor Name Court Appointed Special Advocates of New Hampshire		1.4 Contractor Address P.O. Box 1327, Manchester, N.H. 03105	
1.5 Contractor Phone Number 603-626-2600	1.6 Account Number 010007-1099-102	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,228,000
1.9 Contracting Officer for State Agency Christopher Keating, Executive Director, N.H. Judicial Council		1.10 State Agency Telephone Number 603-271-3592	
1.11 Contractor Signature <i>Marcia Sink</i>		1.12 Name and Title of Contractor Signatory Marcia Sink, President and Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>MAY 1, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Carol B. Jerry</i>		CAROL B. JERRY Notary Public - New Hampshire My Commission Expires October 15, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace <u>CAROL B. JERRY NOTARY PUBLIC</u>			
1.14 State Agency Signature <i>Nina C. Gardner</i>		1.15 Name and Title of State Agency Signatory Nina C. Gardner, Chairperson, N.H. Judicial Council	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Henry J. A.</i> On: <u>5/13/2015</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

7. PERSONNEL.

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

Contractor Initials MS
Date 5/1/15

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

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Date 5/1/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
CASA of N.H., State Fiscal Years 2016 and 2017

PRELIMINARY

As used herein, “guardian ad litem services” are those services provided under the authority of RSA 169-C:10, RSA 170-C:8, applicable Supreme Court rules, and rules promulgated by the Guardian Ad Litem Board under RSA 490-C:5. The scope of services provided in individual cases shall be subject to the discretion and requirements of the appointing court.

As used herein, “abuse-and-neglect” proceedings shall mean those proceedings conducted in the Circuit Court, Family Division, the Superior Court on appeal, and the Supreme Court on appeal, concerning the child-protection proceedings under RSA 169-C.

As used herein, “termination-of-parental-rights” proceedings shall mean those proceedings conducted in the Circuit Court Probate Divisions, or the Supreme Court on appeal, concerning the termination of parental rights pursuant to RSA 170-C.

As used herein, “new cases” are:

- Those cases in which a Court appoints a CASA guardian ad litem during the period.
- Those cases in which a CASA guardian ad litem continues to provide services in the Probate Division in termination-of-parental-rights proceedings when CASA provided services in an underlying abuse-and-neglect case in the Circuit or Superior Court.

It is not considered a “new case” when:

- A CASA guardian ad litem continues to provide services at the request of the Superior Court when a case is appealed from the Circuit Court to Superior Court pursuant to RSA 169-C:28.
- A CASA guardian ad litem continues to provide services at the request of the Supreme Court when a case is appealed from the Circuit Court to Supreme Court pursuant to RSA 567.

As used herein, “active cases” shall include all cases existing at the beginning of a fiscal year and all new cases initiated during the fiscal year which have not been concluded and closed.

SERVICES

The Contractor, Court Appointed Special Advocates of New Hampshire, Inc. (hereinafter “CASA”) shall provide the following services to the State of New Hampshire (hereinafter “State”), acting through the Judicial Council (hereinafter “Council”) pursuant to RSA 490:26-f:

1. CASA will provide guardian ad litem services in those abuse-and-neglect cases to which CASA certified and trained volunteers are appointed by the Circuit, Superior and Supreme Courts.
2. CASA will provide guardian ad litem services in those termination-of-parental-rights cases to which CASA certified and trained volunteers are appointed by the Probate and Supreme Courts.

3. When a CASA guardian ad litem is appointed in an abuse-and-neglect case, the CASA shall continue as the appointed guardian ad litem in any related termination-of-parental-rights proceeding. This continued appointment shall constitute a new case for the purposes of this agreement.
4. Notwithstanding the language in RSA 170-C:13, CASA will not be obligated to provide guardian ad litem services in termination-of-parental-rights proceedings when CASA was not involved in an underlying abuse-and-neglect proceeding and the State is not the moving party.
5. CASA will strive to meet fully the demand for guardian-ad-litem services in abuse-and-neglect and termination-of-parental rights cases in New Hampshire, subject to the constraints imposed by ethical guidelines regarding caseloads, the avoidance of conflicts of interest and resources.
6. CASA will provide supervision and training to the CASA volunteers in accordance with National CASA guidelines and standards, as well as any applicable State standards as required by RSA 490-C:6.
7. CASA will ensure that its volunteers are adequately screened and made subject to the following specific requirements:
 - a. A criminal background check conducted by the NH Department of Safety
 - b. A Central Registry Check, conducted by the Div. of Children, Youth and Families
 - c. A Sex Offender Registry Check conducted by CASA.Records of these background checks shall be made available for review by the Council.
8. In its promotional materials and publicly-distributed information, CASA may make appropriate acknowledgement of the support CASA receives from the State.
9. CASA's Chief Executive Officer will submit the name of a volunteer or employee of the organization to the Governor for consideration and appointment to the Guardian ad Litem Board, pursuant to RSA 490-C:2.

REPORTING

1. CASA will maintain such records and reports as may be prescribed from time to time by the Council, and permit reasonable inspection of such records and reports by the Council subject to any restrictions concerning the confidentiality of such records and reports.
2. CASA will provide the Council with a copy of the Audited Financial Statement of the organization within one week of CASA's receipt of its Audited Financial Statement.
3. CASA will provide the Council with a copy of the organization's annual operating budget within 21 days of the adoption of the operating budget by the organization's governing body.
4. CASA shall provide notice to the Council in writing prior to closing case intake from any court.

5. CASA will provide the Council with quarterly reports in a format acceptable to the Council. Quarterly reports must be received within twenty-one (21) days of the end of each quarter. The quarterly report shall report this information:
 - a. Information regarding each new case opened during the quarter, including:
 - i. The case name, (subject to statutory and common law confidentiality rules);
 - ii. The appointing court;
 - iii. The case type, either abuse-and-neglect or termination-of-parental rights;
 - iv. The number of children served in the case;
 - v. The date the case was assigned by the court;
 - vi. The date the case closed, (if the case closed);
 - b. The number of active cases at the beginning of the quarter;
 - c. The number of active cases at the end of the quarter;
 - d. The number of new CASA G.A.L.'s added to its roster during the quarter; and,
 - e. The total number of CASA G.A.L.'s delivering services in active cases as of the last day of the quarter.

6. CASA will provide the Council with a final annual summary report following the conclusion of each State Fiscal Year in a format acceptable to the Council. The annual report must be received within twenty-one (21) days of the end of the fiscal year. The final annual report shall report this information for all cases during the State Fiscal Year:
 - a. The number of new abuse-and-neglect cases to which CASA was appointed and the number of children involved in those new abuse-and-neglect cases;
 - b. The number of new termination-of-parental-rights cases to which CASA was appointed, and the number of children involved in those new termination-of-parental-rights cases;
 - c. The number of abuse-and-neglect cases closed and the number of children involved in those closed cases;
 - d. The number of termination-of-parental-rights cases closed and the number of children involved in those closed cases;
 - e. The number of active cases at the beginning of the State Fiscal Year;
 - f. The number of active cases at the end of the State Fiscal Year, and the number of children involved in the active cases;
 - g. The cumulative total number of hours of G.A.L. services provided in all cases that were closed during the State Fiscal Year;
 - h. The cumulative total number of miles driven by CASA volunteers in delivering services in all cases that were closed during the State Fiscal Year; and,
 - i. The total number of CASA G.A.L.'s delivering services in active cases as of the last day of the State Fiscal Year.

EXHIBIT B: PRICE AND METHOD OF PAYMENT
CASA of N.H., State Fiscal Years 2016 and 2017

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the continued appropriation of funds for the services provided herein.

The State shall pay CASA the amount of five hundred and eighty-nine thousand dollars (\$589,000.00) in State Fiscal Year 2016 and six hundred and thirty-nine thousand dollars (\$639,000.00) in State Fiscal Year 2017. Payment shall be made in four equal installments annually. Payments will be made upon receipt of a written request for payment postmarked after the effective date of this contract.

In State Fiscal Year 2016, each quarterly payment shall be in the amount of one hundred and forty-seven thousand, two hundred and fifty dollars (\$147,250.00). In State Fiscal Year 2017, each quarterly payment shall be in the amount of one hundred and fifty-nine thousand, seven hundred and fifty dollars (\$159,750.00).

Payment shall be made by electronic transfer to contractor's designated financial institution within thirty (30) days following the State's receipt of the contractor's written request for payment. Such written request may be submitted up to twenty (20) days before the payment date specified above.

The parties hereto agree that neither RSA 604-A:1 *et seq.* nor any court rule shall entitle CASA to seek payments from the Council or the indigent defense fund for the matters for which CASA provides services other than those payments provided by the terms of this Agreement.

EXHIBIT C: ADDITIONAL PROVISIONS
CASA of N.H., State Fiscal Years 2016 and 2017

1. Provisions 7.1 and 7.2 of the standard State contract are inapplicable to the extent that the parties agree that State employees or officials may serve as CASA volunteers.
2. CASA of N.H. may substitute comprehensive general liability insurance in the amount of \$1,000,000 per occurrence for the \$2,000,000 per occurrence amount identified in Paragraph 14.1.1 of the P-37.
3. No CASA volunteer shall have any personal right to reimbursement or payment from the State for services performed under this contract and CASA shall notify all participating volunteers that they are agents of CASA, and that they have no individual rights under this contract.
4. CASA and the Council will meet regularly during the term of this Agreement to assess the performance of CASA in attaining the goal of maximizing the number of new cases assigned to CASA during the term of this Agreement. This assessment will include a review of active cases and the number of cases assigned to CASA and other guardians ad litem. The assessment will also review the aggregate number of cases in each county, with special attention paid to the number of active cases in which CASA is providing services and the number of cases being handled by private, non-CASA guardians ad litem.

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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 4th day of February A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
Without Seal

I, Elizabeth Paine, do hereby certify that:

1. I am a Clerk of the Corporation of Court Appointed Special Advocates of New Hampshire, Inc.
(Corporation Name)
2. Attached are true copies of the resolutions duly adopted by electronic vote of the Board of Directors of the Corporation March 11, 2015 which provide:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through the Judicial Council, for the provision of Guardian ad litem services for children involved in abuse and neglect cases.

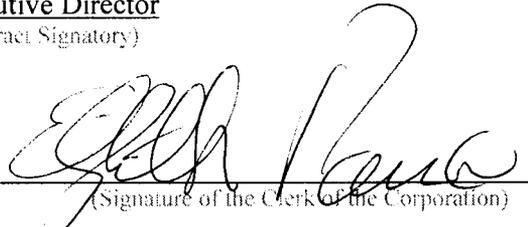
RESOLVED: That the President/CEO/Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and will remain in full force and effect as of March 11, 2015 through June 30, 2015. Any amendment or revocation of these resolutions will be immediately reported to the Judicial Council and the Attorney General's Office.

May 1, 2015

4. Marcia Sink is the duly elected President/CEO/Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)
of the Corporation.



(Signature of the Clerk of the Corporation)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 1 day of May 2015,

By Elizabeth Paine.
(Name of Clerk of the Corporation)

(NOTARY SEAL)



(Notary Public/Justice of the Peace)

Commission Expires: 8-11-15

CASA of NH Board of Directors – 2014/2015

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