



Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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 22, 2014

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

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into agreements with the vendors identified below for the facilitation of the of Family Assessment and Inclusive Reunification Program, in an amount not to exceed \$545,928, effective date of July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2016.

Vendor	Vendor Number	Location	Amount
Brenda Plante	# to be determined	493 Ocean Blvd #4 Hampton NH 03842	\$99,272
Cara Cargill	# to be determined	25 Tadadump Road Holderness NH 03245	\$85,704
Sarah O'Reilly	# to be determined	5 Sharon Drive Bow NH 03304	\$74,704
Stephanie Sullivan	# to be determined	10 Iris Road Milford NH 03055	\$100,272
Jeremy Durkee	# to be determined	112 Bible Hill Road Claremont NH 03743	\$84,704
Karen McDonald	# to be determined	5 Stark Street Nashua NH 03064	\$101,272
		Total	\$545,928

Funds are available in the following accounts in State Fiscal Years 2015 and 2016 with the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified

**05-095-42-421010-29730000-102-500734-42107306 HEALTH AND SOCIAL SERVICES,
HEALTH AND HUMAN SVCS DEPT OF, HHS: CHILD PROTECTION, PROMOTING SAFE
STABLE FAMILIES**

**05-095-42-421010-29680000-102-500734-42106801 HEALTH AND SOCIAL SERVICES,
HEALTH AND HUMAN SVCS DEPT OF, HHS: CHILD PROTECTION, TITLE IVB SUBPART 1**

Please see attachment for fiscal details

EXPLANATION

The Family Assessment and Inclusive Reunification program involves a review process that ensures the Division for Children, Youth and Families' compliance with the Federally mandated: Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272); Adoption and Safe Families Act of 1997 (P.L. 105-89) and regulations resulting there from: Titles IV-B, Section 422 and IV-E Section 475(5) of the Social Security Act.

The Family Assessment and Inclusive Reunification process is a valued, integral aspect of overall case planning, case management and service delivery that ensures the safety, permanency and well-being for the children served. Family Assessment and Inclusive Reunification meetings are required to be conducted by qualified child welfare professionals that are not responsible for a child's ongoing case management; as such, these facilitators serve as an objective and highly qualified third party. They are stationed throughout the state to ensure timely completion of meetings, based on the Family Assessment and Inclusive Reunification Guidelines and federally mandated timeframes, and to initiate and complete a comprehensive review process.

To ensure that Family Assessment and Inclusive Reunification reviews yield maximum benefits for the children and families served by the Division, the contractor consults with the Division to strategize and assess case planning activities that yield the greatest positive outcomes. Through the review process specific case concerns are identified and action plans are developed to respond to the concerns. This review process may help the children and youth served experience improved service delivery, shorter lengths of stay in out-of-home care, and achieve permanent living situations as quickly as possible.

The Department of Health and Human Services was presented with a total of seven (7) applications for Family Assessment and Inclusive Reunification facilitation process services in response to a Request for Applications that was posted on the Department's website from March 6, 2014 through March 27, 2014, March 31, 2014 through April 15, 2014 and from April 17, 2014 through April 25, 2014. After careful review six (6) applicants were selected, one applicant for each of the Family Assessment and Inclusive Reunification catchment areas. The bid summary is attached.

The attached contracts calls for the provision of these services for two years and reserves the Division's right to renew the agreement for up to four (4) additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

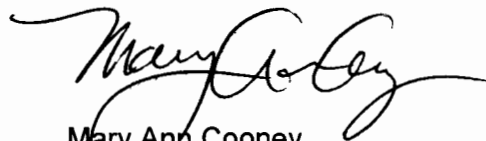
Should Governor and Council not authorize this request, the Division would be unable to ensure sufficient staffing to perform thorough case reviews, which would inadequately serve families in the State. This could result in lengthier case processing, extended involvement with the Division for Children, Youth and Families and increased out-of-home placement for youths.

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

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

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved By:



Nicholas A. Toumpas
Commissioner

Fiscal Details
Family Assessment Inclusive Reunification Facilitators

**05-095-42-421010-29730000-102-500734-42107306 HEALTH AND SOCIAL SERVICES,
HEALTH AND HUMAN SVCS DEPT OF, HHS: CHILD PROTECTION, PROMOTING
SAFE STABLE FAMILIES**

Brenda Plante, Vendor # to be determined

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42107306	\$4,166
2016	102-500734	Contracts for Program Services	42107306	\$4,166
			Subtotal:	\$8,332

Cara Cargill, Vendor # to be determined

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42107306	\$4,166
2016	102-500734	Contracts for Program Services	42107306	\$4,166
			Subtotal:	\$8,332

Stephanie Sullivan, Vendor # to be determined

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42107306	\$4,166
2016	102-500734	Contracts for Program Services	42107306	\$4,166
			Subtotal:	\$8,332

Sarah O'Reilly, Vendor # to be determined

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42107306	\$4,166
2016	102-500734	Contracts for Program Services	42107306	\$4,166
			Subtotal:	\$8,332

Jeremy Durkee, Vendor# to be determined

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42107306	\$4,166
2016	102-500734	Contracts for Program Services	42107306	\$4,166
			Subtotal:	\$8,332

Karen McDonald, Vendor# to be determined

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42107306	\$4,166
2016	102-500734	Contracts for Program Services	42107306	\$4,166
			Subtotal:	\$8,332
			PSSF Total	\$49,992

Fiscal Details
Family Assessment Inclusive Reunification Facilitators

**05-095-42-421010-29680000-102-500734-42106801 HEALTH AND SOCIAL SERVICES,
HEALTH AND HUMAN SVCS DEPT OF, HHS: CHILD PROTECTION, TITLE IVB
SUBPART 1**

Brenda Plante, Vendor # to be determined

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42106801	\$45,470
2016	102-500734	Contracts for Program Services	42106801	\$45,470
			Subtotal:	\$90,940

Cara Cargill, Vendor # to be determined

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42106801	\$38,686
2016	102-500734	Contracts for Program Services	42106801	\$38,686
			Subtotal:	\$77,372

Stephanie Sullivan, Vendor # to be determined

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42106801	\$45,970
2016	102-500734	Contracts for Program Services	42106801	\$45,970
			Subtotal:	\$91,940

Sarah O'Reilly, Vendor # to be determined

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42106801	\$33,186
2016	102-500734	Contracts for Program Services	42106801	\$33,186
			Subtotal:	\$66,372

Jeremy Durkee, Vendor# to be determined

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42106801	\$38,186
2016	102-500734	Contracts for Program Services	42106801	\$38,186
			Subtotal:	\$76,372

Karen McDonald, Vendor# to be determined

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42106801	\$46,470
2016	102-500734	Contracts for Program Services	42106801	\$46,470
			Subtotal:	\$92,940
			Title IVB Total	\$495,936
			Total	\$545,928

RFA 15-DHHS-OHS-DCYF-RFA-11
Family Assessment Inclusive Reunification Facilitators Review
Application Review
April 30, 2014

Applicant	Rank from 1-10 (10 being the highest)	Area to be Served	Select	Non Select
Jeremy Durkee		Claremont/Keene	X	
Cara Cargill		North Country	X	
Karen McDonald		Concord/Laconia	X	
Brenda Plante		Seacoast/Rochester	X	
Stephanie Sullivan		Southern District Office	X	
Sarah O'Reilly		Manchester	X	
Kim Bruneau		Concord/Laconia		X
Justine Stamp-withdrew		Southern District Office		

Review Committee

Name	Title
Michael Donati	Grants Administrator

Subject: Family Assessment Inclusive Reunification Facilitators**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Karen McDonald		1.4 Contractor Address 5 Stark Street Nashua NH 03064	
1.5 Contractor Phone Number (603) 944-2144	1.6 Account Number 05-95-42-421010-29730000- 102-500734-42107306 05-95-42-421010-29680000- 102-500734-42106801	1.7 Completion Date 06-30-2016	1.8 Price Limitation \$101,272
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature <i>Karen McDonald</i>		1.12 Name and Title of Contractor Signatory <i>FAIR Facilitator</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsboro</u> On <u>20th</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>Elaine Arsenault</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Elaine Arsenault</i> Notary Public			
1.14 State Agency Signature <i>Mary Ann Conroy</i>		1.15 Name and Title of State Agency Signatory <i>Mary Ann Conroy</i> Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Sara J. Sullivan</i> Director, On: <i>6/6/14</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Rosanne Ait</i> On: <i>6-3-14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

KCM
5/20/14

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Purpose

- 1.1 The purpose of Family Assessment and Inclusive Reunification (FAIR) is to include parents/caregivers, age-appropriate children/youth, and any welcoming supportive people identified by the family, in a solution-focused process together with DCYF and service providers. The primary goals for FAIR participants are to effectively plan for safety, permanency, and well-being. FAIR aims to empower families in their own decision-making immediately following the removal of their child(ren). Together, FAIR participants will identify strengths, needs and risk management strategies through case planning and goal development outlined in this policy. The FAIR process will continuously assess family needs and provide necessary support towards achieving permanency for the family. The FAIR process is designed to ensure the safety, permanency, and well-being for the children and youth served and is a critical component for the Division for Children, Youth and Families' continuous quality improvement processes.

2. Provisions Applicable to All Services

- 2.1 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.

3. Services to Be Provided

The Contractor will provide the following services:

- 3.1 Create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress;
- 3.2 Ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
- 3.3 Comply with federally required elements for FAIR meetings, as specified by the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272) and the Adoption and Safe Families Act of 1997 (P.L. 105-89). Titles IV-B Section 422 and IV-E Section 475(5) of the Social Security Act.;
- 3.4 Identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families;
- 3.5 Explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency;
- 3.6 Collaborate with the Division and case-specific multi-disciplinary teams to assess case status, identify potential resources and develop strategies for meeting the child's needs;
- 3.7 Conduct performance analysis on meeting procedures;



Exhibit A

-
- 3.8 Review and evaluate case progress in accordance with the Family Assessment and Inclusive Reunification (FAIR) policy (Exhibit A-1) to ensure the Division is in compliance;
 - 3.9 Consult with Division staff to improve case progress and outcomes;
 - 3.10 Help empower families in decision-making immediately following the removal of their child(ren);
 - 3.11 Explain process goals, various roles and responsibilities of participants and maintain order and focus at FAIR meetings;
 - 3.12 Reinforce to family and involved individuals the importance of attendance;
 - 3.13 Maintain and provide a monthly FAIR meetings schedule to the Division;
 - 3.14 Ensure FAIR meetings are scheduled per Policy (Exhibit A-1):
 - 3.14.1 The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement;
 - 3.14.2 The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement;
 - 3.14.3 The subsequent review must occur within 4 months of the child or youth entering out-of-home placement; and
 - 3.14.4 Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
 - 3.15 Notify the child/youth's parents and other involved individuals listed, in Policy (Exhibit A-1), part (m) of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting". The Contractor will mail the "Invitation to FAIR Meeting":
 - 3.15.1 To individuals at the addresses noted in "Address List for FAIR Review", and;
 - 3.15.2 With a copy of the "Family Assessment and Inclusive Reunification Program" brochure.
 - 3.16 In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges (Division for Children, Youth and Families' computer program) to verify that staff have scheduled the FAIR Meetings, the annual Judicial Permanency Planning Hearings were held within federal timeframes, and that written Notices of FAIR Meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy (Exhibit A-1);
 - 3.17 In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
 - 3.18 Review the case record and NH Bridges (Division for Children, Youth and Families' computer program) screens to determine the status of the case;
 - 3.19 Conduct the FAIR meeting by completing the following tasks:
 - 3.19.1 Facilitate introductions among the participants;

Family Assessment and Inclusive Reunification

Exhibit A – Scope of Services

Karen McDonald

Page 2 of 3

Contractor Initials: Kem

Date: 5/13/14



Exhibit A

-
- 3.19.2 Explain the purpose of the meeting and the legal basis;
 - 3.19.3 Explain the confidentiality requirements;
 - 3.19.4 Discuss the review process;
 - 3.19.5 Ensure a presentation of the case plan by the CPSW or JPPO;
 - 3.19.6 Facilitate a thorough discussion of the case plan including the permanent plan and the progress or lack of progress to date, and the other elements identified in Policy, (Exhibit A-1); and
 - 3.19.7 Focus the meeting on appropriate discussions by using the "Major Focus Points for FAIR Meetings";
 - 3.20 Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
 - 3.21 Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR) form";
 - 3.22 Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
 - 3.23 Provide a copy of the action steps to the parents, child/youth, Permanency Worker, and other participants, as determined by the case plan, at the time of the review or mail the form to parents who did not attend within five (5) working days of the review, and file a copy of the form in the case record or file;
 - 3.24 Within five (5) working days of the review, enter case-specific information into the case review screens of NH Bridges; and
 - 3.25 Offer the "Family Assessment and Inclusive Reunification Partnership Survey" at the conclusion of every case review and use the findings to improve the case review process and the outcomes.
 - 3.26 Complete and submit the Bi-weekly Activity Breakdown form (Exhibit A-2) with forms identified in Exhibit B 3.2 not less than bi-weekly or no later than monthly.

632 Family Assessment and Inclusive Reunification Reviews (FAIR)

Philosophy

All children and youth need and deserve a permanent family. Permanency planning for children and youth begins at the time of removal and continues until a permanency plan is achieved. Engaging families and youth in decisions about permanency, safety and well-being increases the likelihood of a successful permanent plan through a process that builds trust and embraces transparency. FAIR is an additional case planning opportunity that encourages partnership, mutual respect and empathy for families experiencing challenging circumstances. Additionally, FAIR provides an opportunity to celebrate a family's accomplishments and goal attainment. This approach encourages forward progress in the timely achievement of permanency for children and families.

Purpose

The purpose of FAIR is to include parents/caregivers, age-appropriate children/youth, and any welcoming supportive people identified by the family, in a solution-focused process together with DCYF and service providers. The primary goals for FAIR participants are to effectively plan for safety, permanency, and well-being. FAIR aims to empower families in their own decision-making immediately following the removal of their child(ren). Together, FAIR participants will identify strengths, needs and risk management strategies through case planning and goal development outlined in this policy. The FAIR process will continuously assess family needs and provide necessary support towards achieving permanency for the family.

Definitions

- (a) "Case Plan" means a document that is developed jointly within 60 days from date of removal by the CPSW or JPPO, the parents, and the child/youth, as appropriate, that describes the type, necessity, safety and appropriateness of placement, the needs and services required by the child/youth, parents, and resource parents, the individuals responsible for delivering the services or completing the tasks, the dates for completion, and the anticipated child/youth and family outcomes. The case plan guides all participants towards achieving the permanent plan for the child/youth.
- (b) "Children for whom DCYF has Placement and Care Responsibility" means individuals, ages birth through 21 for whom DCYF has temporary protective custody, legal supervision, custody, or guardianship pursuant to RSA 169-C, 170-B, 170-C, and 463, or who DJJS has custody pursuant to RSA 169-B and 169-D for the purposes of placement, excluding youth committed to the Sununu Youth Services Center (SYSC) or incarcerated at any other secure facility where they are awaiting disposition by the court of jurisdiction.
- (c) "Close proximity to parents" means a placement nearest the home community or residence of the child/youth's parents or legal guardian that is consistent with the child or youth's best interest and special needs. The following factors are included in determining the placement: (1) the ease with which the child/youth and family may visit each other; and (2) the availability of services the child/youth may require.
- (d) "Concurrent Plan" means the alternate plan for the child/youth in out-of-home placement, which will achieve another permanent plan if reunification with a parent is not possible.
- (e) "Family Assessment and Inclusive Reunification (FAIR) Meeting" or "Case Review" means a review of the status of the case including the case plan, the child/youth's safety, well-being, and plans for permanency.
 - (1) "10 Day Meeting" means the FAIR meeting held 10 days after a child/youth has entered an out-of-home placement through a Child Protective Services intervention;

- (2) "30 Day Meeting" means the FAIR meeting held 30 days after a youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Juvenile Justice Services case;
 - (3) "4 Month Meeting" means the FAIR meeting held 4 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case; and
 - (4) "10 Month Meeting" means the FAIR meeting held 10 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case.
-
- (f) "Permanency Facilitator" or "Facilitator" means a trained, independent contracted individual who is responsible for conducting the FAIR Case Review.
 - (g) "FAIR Case Review Program Supervisor" means the Contract Supervisor responsible for the management and oversight of the FAIR Program.
 - (h) "FAIR Steering Committee" means a group of individuals, chaired by the Administrator of the Bureau of Well-being or Designee, and including at a minimum the statewide Child Protection Services Administrator or Designee, the statewide Juvenile Services Administrator or Designee, and the FAIR Program Supervisor who evaluate data and other findings from the FAIR program and submit recommendations to the DCYF/DJJS Management Team.
 - (i) "Out-of-Home Placement" means the 24-hour care of children or youth who must live apart from their parents and includes care at resource homes, relative homes, pre-adoptive homes, and residential facilities including group homes, educational, psychiatric or physical health-related facilities.
 - (j) "Parents" means the child/youth's birth or adoptive parents, stepparents, or legal guardians, as established by state law.
 - (k) "Permanency" means that a child has a safe, stable environment. This creates a life-long relationship with a nurturing caregiver to establish the foundation for a child's healthy development.
 - (l) "Permanent Plan" means the desired outcome of interventions and services, which is determined to be consistent with the health, safety, well-being, and best interest of the child/youth. Permanent plans may include reunification, adoption, legal guardianship, permanent placement with a fit and willing relative, or another planned permanent living arrangement when the CPSW or JPPO documents a compelling reason for establishing such a plan.
 - (m) "Placement in the least restrictive setting and most appropriate setting " means the most family-like setting that can meet the child/youth's needs.
 - (n) "Reasonable Efforts" means measurable actions taken by DCYF staff and service providers to prevent a child/youth's placement, or to return a child/youth to his or her family, or to achieve another permanent plan for the child/youth.
 - (o) "Surrogate Parent" means a person appointed to act as a child/youth's advocate in place of the child/youth's parents or guardians in the educational decision-making process pursuant to RSA 186-C:14 II(a).

- (p) "Sununu Youth Services Center (SYSC)" means the architecturally secure juvenile treatment facility administered by the Department of Health and Human Services.

Policy

- (a) The objectives of the FAIR meetings are:
- (1) To create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress.
 - (2) To ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
 - (3) To ensure compliance with the federally required elements for periodic case review, as specified by the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272), the Adoption and Safe Families Act of 1997 (P.L. 105-89), and regulations resulting there from (Titles IV-B, Section 422 and IV-E, Section 475(5) of the Social Security Act);
 - (4) To identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families; and
 - (5) To explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency.
- (b) FAIR Reviews must be held for:
- (1) Every child/youth in an out-of-home placement;
 - (2) Each child/youth up to the age of 21 who remains in out-of-home placement;
 - (3) Each child/youth who runs away from placement, regardless of the child/youth's runaway status for up to a period of 6 months from the date of the runaway incident;
 - (4) Each child/youth whose parents' rights have been legally terminated, until adoption or another permanent plan has been completed; and
 - (5) Each child/youth up to the age of 21 who is under the co-guardianship of DCYF and a foster parent, relative or other designated individual.
- (c) FAIR meetings are not required for youth who are at SYSC or in shelter care.
- (d) For youth who have been at SYSC or in shelter care and then discharged to a placement, a FAIR review must be held no later than 30 calendar days from the date of discharge.
- (e) Case plan development and review at the FAIR meetings must assist parents to develop and implement their case plan and permanency plan which includes:
- (1) Identify the permanency goals with the family. The primary goal before the permanency hearing is reunification. The concurrent goal should be an agreed upon alternate plan to achieve another permanent plan if reunification with a parent is not possible
 - (2) Addressing the child/youth's safety in the out-of-home placement and the safety of all children and youth who may be at home;

- (3) Describing clearly the problem that led the child/youth to go into an out-of-home placement and allow parents and youth (if appropriate) the opportunity to explain their perspective and determining progress made toward alleviating or mitigating the need for out-of-home care;
- (4) Identifying with the family their strengths and needs;
- (5) Describing the progress made in achieving the case plan goals, including agency efforts to meet with the family (including youth) face-to-face to work on the case plan;
- (6) Describing the need for ongoing out-of-home placement and the appropriateness of this placement. When doing this, please consider services provided and their effectiveness;
- (7) Identifying relatives and others who are natural connections and supports to the child/youth;
- (8) Identifying the permanency plan and concurrent plan and projected date of completion. Additionally, assess any barriers to completing case plan and discuss a plan to overcome these barriers;
- (9) Assuring that the parents and child/youth (if participating in the planning) are involved and collaborating in the development and implementation of the case plan;
- (10) Reviewing the frequency and quality of child/youth visits with parents, siblings, relatives, and natural connections;
- (11) Discussing the appropriateness of the visitation plan and assess any changes that need to be made (i.e. changing visitation from supervised to unsupervised);
- (12) Reviewing the well-being needs of the parents and children/youth including a review of medical, dental and social needs;
- (13) Reviewing educational needs, including
 - a. Review of child/youth's educational placement being stable, appropriate, and in the child/youth's best interest;
 - b. Proximity of the placement and the school, and efforts to maintain the child/youth enrolled in the school if placed in a town outside the school's catchment zone; and
 - c. Provision of educational records by the sending school district if the child/youth is unable to be maintained in their school of origin.
- (14) Immediate enrollment of children and youth in a new school when not continuing in their school of origin;
- (15) Reviewing child/youth's school progress;
- (16) Identifying behavioral health needs including trauma identification and treatment;
- (17) Reviewing adult living preparation plan for youth (14 and older in DCYF; 16 and older in DJJS);
- (18) Reviewing 90-day youth transition plan (for youth 17.75 years of age, and, if applicable, again 3 months prior to discharge;
- (19) Reviewing Aftercare Plan for youth 17 and older in DCYF; and

- (20) Reviewing CPSW or JPPO child/youth visits and outcomes.
- (f) The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
 - (g) The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement.
 - (h) The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
 - (i) Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
 - (j) If the meeting schedule is interrupted, the FAIR meeting must be held as soon as possible, but no later than 30 calendar days after the scheduled meeting date.
 - (k) If the child/youth goes on a trial home visit with their parents, the FAIR meeting schedule continues, unless it is clear the child/youth will not return to an out-of-home placement.
 - (l) While each FAIR meeting will discuss the topics listed in Section (e) above, the focus of each FAIR meeting may differ, depending upon the timeframe of the meeting as described below and noted in the "Major Focus Points for FAIR Meetings" (Form 2272E):
 - (1) The 10-day and 30-day FAIR meeting will have a strong focus on the reasons the child/youth entered placement and what barriers need to be alleviated in order for the child/youth to return home. This meeting serves as the foundation towards achieving positive family engagement by ensuring that the family is involved in the case planning process and that the family receives the necessary services through the case planning process. Working with the team to facilitate appropriate parent/child/youth visitation plans and that the appropriate family connections are involved in the case is important at this meeting. This meeting sets the foundation for the family service case.
 - (2) The 4-month FAIR meeting will focus on the case plan that was implemented at the dispositional hearing. This meeting will assess the progress made in achieving reunification, the case plan goals, what current barriers are present that may prevent the case plan from being achieved, and assessing the appropriateness of the current placement and that the concurrent plan is also appropriate.
 - (3) The 10-month FAIR meeting will place great emphasis on the achievement of the current permanency plan and the concurrent permanency plan. Focus will continue to be on the progress towards reunification and removing any barriers to achieving reunification. Furthermore, in the event reunification cannot or does not occur, discussions must continue about the concurrent plan. It is important to also assess that all reasonable efforts are being made to achieve the permanency plan for this case. If not, what efforts will be made to ensure this is happening before the permanency hearing occurs?
 - (4) Post-permanency FAIR meetings (excluding APPLA cases) will continue to provide intense focus on the permanency plan implemented at the permanency hearing (i.e. reunification with an extension, TPR/adoption, guardianship with a relative), and what barriers are present, if any, to achieving this permanency goal. If reunification is not the current permanency goal, assess what the most appropriate level of involvement should be for the parents. Is reunification still an appropriate permanency goal? If reunification is the goal after the permanency hearing, is it still the most appropriate goal? Should the concurrent goal be recommended as the primary permanency goal?

- (5) Post-permanency FAIR meetings (APPLA cases) should focus on the plan for the youth upon exiting out-of-home care. Are the necessary supports in place for the youth and family, if applicable? Where is the youth going to reside after out-of-home care? Is this the most appropriate and feasible plan? Discuss how the youth will be able to support their living arrangement? Is the youth in the least restrictive placement? Even though it is no longer the primary permanency plan, is reunification a possibility at this point? Are the parents and/or the youth's connections in the best interest of the youth? Is APPLA the most appropriate permanency plan?
- (m) With the exception of the 10-day meeting, a written notice of the date, time, place, and purpose of the FAIR meeting (Form 2272 and Form 2272A) must be sent, via mail or email, at least 10 calendar days prior to the meeting to the following individuals;
- (1) The child/youth's parents;
 - (2) The youth;
 - (3) Other family members, supportive friends, clergy, or others;
 - (4) The child/youth's foster parents or relative caregivers;
 - (5) The residential care provider;
 - (6) The child/youth's attorney, guardian ad litem, or Court Appointed Special Advocate (CASA) who has been appointed by the court of jurisdiction;
 - (7) The child/youth's surrogate parent as defined by RSA 186-C:14;
 - (8) The special education directors from the sending and receiving school districts if the child/youth has been identified as educationally disabled as defined by RSA 186-C: 2 I, and pursuant to "sending" and "receiving" districts, as defined by RSA 193:27;
 - (9) The child/youth's behavioral health therapist;
 - (10) The service providers; and
 - (11) Other involved professionals, as determined by the case plan.
- (n) DCYF does not provide financial reimbursement for review time, travel time, or mileage expenses for any of the invited participants.
- (o) The child or youth, regardless of age, is invited to attend and participate in an age appropriate manner;
- (p) Extensive efforts (on-going contact, flexible scheduling, etc.) must be made to ensure that the parents and/or child/youth are able to attend the FAIR meeting.
- (q) If the parents and/or child/youth do not attend, the FAIR meeting must still be held to review the case.
- (r) When more than one child/youth in the family needs to have a FAIR meeting within the same timeframe, all the children and youth may be reviewed during the same meeting, but one Form 2272B must be completed for each child/youth.

- (s) If a parent or child/youth is not fluent in English, the service of an interpreter must be arranged by the CPSW or JPPO, and DCYF pays the expense incurred for the interpreter.
- (t) The FAIR meeting may be held at the family's home, district office, a residential treatment facility, a school, or another setting that is mutually agreeable to the participants.
- (u) FAIR Meetings:
 - (1) Must be facilitated by an independent, trained individual that has no responsibility for the case management or the delivery of services to, either the child/youth or the parents;
 - (2) May be coordinated with court reviews and other case planning conferences, such as treatment team meetings at residential facilities, educational meetings at local schools, or behavioral health treatment team meetings, as appropriate;
 - (3) Must be a respectful, frank, open discussion conducted in an informal, inclusive manner;
 - (4) Must be focused on the issues described in part (e) above;
 - (5) Must be time-limited to approximately an hour, and
 - (6) Must be recorded on the "Family Assessment and Inclusive Reunification" (Form 2272B).
- (v) The facilitator has the responsibility and authority to manage the FAIR meeting process including:
 - (1) Convening and conducting the review in a manner to encourage discussion and participation while respecting the rights and culture of all participants;
 - (2) Providing an explanation of the purpose of the review;
 - (3) Providing an explanation of the participant's rights;
 - (4) Ensuring that the purpose of the review is carried out;
 - (5) Maintaining the focus of the participants on the case plan;
 - (6) Maintaining a time-limited discussion;
 - (7) Explaining confidentiality and that all information discussed is protected;
 - (8) Determining that the permanent plan and the evaluation of progress are consistent with the facts of the case as presented at the review;
 - (9) Determining that the tasks, services, timeframes, and child and family outcomes are appropriate for the permanent plan;
 - (10) Recommending modification or change in the case plan, when in the facilitator and family's judgment, the plan is insufficient based on information presented at the review and the recommendations do not conflict with the outstanding court order; and
 - (11) Providing a written report on the findings and recommendations;
- (w) The facilitator has no authority to change a case plan or other conditions that have been established by court order but may make recommendations to the participants.

- (x) The CPSW or JPPO responsibilities at the FAIR meetings are to:
 - (1) Present information regarding the problem that led the child/youth to go into out-of-home placement and to present the case plan, which was developed in collaboration with the family and is based on an assessment of child and family strengths and needs;
 - (2) Present information regarding the permanent plan, the tasks and services necessary to achieve reunification or the alternate permanent plan, and the anticipated date of completion;
 - (3) Report the status of the child/youth's placement, health, safety, well-being, and best interests;
 - (4) Report on the progress of the child/youth and/or parents to date toward changing the behaviors and conditions that require the child/youth to be in out-of-home placement; and
 - (5) Provide the rationale and supporting documents for the decisions and recommendations made to date for the information presented at the FAIR meetings.
- (y) Using the "Family Assessment and Inclusive Reunification" (Form 2272B), the facilitator records:
 - (1) The results of the FAIR meeting;
 - (2) Any recommended changes to the case plan;
 - (3) Whether consensus was reached regarding the recommended changes and if no consensus, a summary of the differing positions of the involved individuals;
 - (4) Any tasks, services, or programs to be completed and by whom;
 - (5) The projected date for completion of the tasks, or services, or programs, with the anticipated outcomes; and
 - (6) The signatures of the participants.
- (z) The CPSW or JPPO and District Office Supervisor are responsible for completing any actions necessary to satisfy the requirements for periodic FAIR meetings.
- (aa) The FAIR Steering Committee analyzes data and other findings that result from the case reviews. Team members include but are not limited to:
 - (1) The FAIR Program Supervisor;
 - (2) The Administrator of the Bureau of Well-being or Designee;
 - (3) The statewide Child Protection Services Administrator or Designee; and
 - (4) The statewide Juvenile Services Administrator or Designee.
- (bb) Written recommendations are provided to the DCYF Management Team, on a quarterly and annual basis that addresses case-specific and systemic findings, at the district, regional, and state levels.

Procedures

- (a) The CPSW or JPPO must:

- (1) For each child/youth who resides in out-of-home placement, enter case-specific data on the required screens of NH Bridges;
 - (2) Assure the "Address List for FAIR Review" (Form 2272D) is completed, or updated as necessary, to be used by the facilitator to notify individuals of scheduled FAIR Meetings.
 - (3) Determine the need for childcare, transportation, and/or interpreter services to enable family members to attend the review, and develop and implement a plan to secure the services.
 - (4) Participate in a telephone consultation or pre-review interview with the facilitator and the supervisor, if requested by the facilitator or the DCYF Supervisor to:
 - a. Discuss any complex, sensitive issues or case related challenges that may be raised at the review and share strategies for ensuring a productive review;
 - b. Determine the actions to be taken to bring cases without timely reviews into compliance; and
 - c. Determine the actions to be taken to resolve case barriers or other issues regarding case management, case practice, and/or service delivery.
 - (5) Attend the FAIR meeting and present the following information:
 - a. The case plan (Provide a copy of the case plan to the parents and other participants);
 - b. The continuing necessity for, safety of, and appropriateness of the placement;
 - c. The extent of compliance with the case plan;
 - d. Progress or lack of progress made in reducing or eliminating the problems that led to the child/youth's placement; and
 - e. A projected date at which time the child/youth may be returned and safely maintained at home, be placed for adoption or legal guardianship, or fulfill another permanent plan.
 - (6) Complete any follow-up actions in a timely manner, as agreed upon, to satisfy the requirements for periodic review.
- (b) The facilitator must:
- (1) Schedule the FAIR meetings per Policy;
 - a. The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
 - b. The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement.
 - c. The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
 - d. Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.

- (2) Notify the child/youth's parents and other involved individuals listed in Policy, part (m) of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting" (Form 2272A);
 - a. Form 2272A will be mailed to individuals at the addresses noted in "Address List for FAIR Review" (Form 2272D), and
 - b. Form 2272A will be mailed with a copy of the brochure "Family Assessment and Inclusive Reunification Program" (Form 2272).
- (3) In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges to verify that staff have scheduled the FAIR Meetings, the annual Judicial Permanency Planning Hearings were held within federal timeframes, and that written Notices of FAIR Meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy part (m).
- (4) In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
- (5) Review the case record and NH Bridges screens to determine the status of the case;
- (6) Conduct the FAIR meeting by completing the following tasks:
 - a. Facilitate introductions among the participants;
 - b. Explain the purpose of the meeting and the legal basis;
 - c. Explain the confidentiality requirements;
 - d. Discuss the review process;
 - e. Ensure a presentation of the case plan by the CPSW or JPPO;
 - f. Facilitate a thorough discussion of the case plan including the permanent plan and the progress or lack of progress to date, and the other elements identified in Policy, part (e); and
 - g. Focus the meeting on stage appropriate discussions by using the "Major Focus Points for FAIR Meetings" (Form 2272E);
- (7) Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
- (8) Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR)" (Form 2272B).
- (9) Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
- (10) Provide a copy of the action steps (page 2) of Form 2272B to the parents, child/youth, Permanency Worker, and other participants, as determined by the case plan, at the time of the review or mail the form to parents who did not attend within five working days of the review, and file a copy of the form in the case record or file;
- (11) Within 5 working days of the review, enter case-specific information onto the case review screens of NH Bridges; and

- (12) Offer the "Family Assessment and Inclusive Reunification Partnership Survey" (Form 2272C) at the conclusion of every case review and use the findings to improve the case review process and the outcomes.

PD 12-12

Effective Date: February 2012

DISTRIBUTION: A and C, CYF Manual
(CYF632)

KL m

Exhibit A-2

Name:

Bi-weekly Activity Breakdown

Breakdown shall be submitted with your bi-weekly hourly invoice (Exhibit B-1) to: Provider-Relations with a copy to the CYF Family Assessment and Inclusive Reunification Program Manager via e-mail attachment

on	# Hours	<u>Week of:</u> Xx/xx/xx- xx/xx/xx	Activity Description	# Hours
	1.5 2	Monday		
		Tuesday		
		Wednesday		
		Thursday		
		Friday		
		Total hours		

1 column 1 & 4
in column 2 & 5
performed in column 3 & 6

unification Exhibit A-2

Contractor Initials RLM
Date 5/13/14



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) # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families, and (CFDA) # 93.645, Federal Agency Department of Health and Human Services, Stephanie Tubbs Jones Child Welfare Services Program for provision of services pursuant to Exhibit A, Scope of Services.
2. Payment for services shall be at a rate of twenty-one dollars and seventy cents (\$21.70) per hour, plus the cost of mileage.
 - 2.1. Hours are not to exceed one-hundred seventy-three and one-third (173.333) hours per month for a total of two-thousand and eighty (2080) hours per year.
 - 2.2. Total mileage amounts are not to exceed \$5,500 per year.
3. Payment for services shall be made as follows:
 - 3.1. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. Invoices identified in Exhibit B-1 and B-2 must be submitted not less than bi-weekly or no later than monthly to:

Attn: Fiscal Administrator
NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Dem
5/13/14

NAME
ADDRESS
TOWN/CITY, STATE, ZIP CODE
Phone #:
e-mail address:

Invoice # Submitted to Provider Relations and copy the DCYF Family Assessment and Inclusive Reunification Program Manager via email:

FAIR FACILITATOR
REIMBURSEMENT BILLING FORM

HOURS WORKED

From	To	Hours Worked	Rate Per Hour	Total Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Grand Total Hours Worked:				\$

Provider:

SSN:

Provider Signature

Date Submitted– Via Email

Please confirm receipt of this invoice. Thank you.
IMPORTANT: PLEASE RUSH PAYMENT

NAME
ADDRESS
TOWN/CITY, STATE, ZIP CODE
Phone #:
e-mail address:

Invoice Submitted to: Provider-Relations and copy the DCYF Family Assessment and Inclusive Reunification Program Manager via e-mail attachment

Contractor Initials ICM
Date 5/13/14



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

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

[Handwritten Signature]

5/13/14

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to 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

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5/13/14



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:

5/13/14
Date

Karen McDonald - FAIR Facilitator
Name:
Title:



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:

5/13/14
Date

Karen McDonald - FTR Facilitator
Name:
Title:



**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 (11)(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:

5/13/14
Date

Karen McDonald - FAIR Facilitator
Name:
Title:

Contractor Initials KMc
Date 5/13/14



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:

5/13/14
Date

Karen McDonald - FAIR Facilitator
Name:
Title:

Contractor Initials KLm
Date 5/13/14



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:

5/13/14
Date

Karen McDonald - YATK Facilitator
Name:
Title:

Contractor Initials KM
Date 5/13/14



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.



Exhibit I

- l. "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.

(3) 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

[Signature]

Date 5/13/14



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 (I). 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

Kem

5/13/14



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

3/2014

Contractor Initials

Date

[Signature]
5/13/14



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.

5/13/14



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 DHHS
The State

Karen McDonald
Name of the Contractor

Mary Ann Cooney
Signature of Authorized Representative

Karen McDonald
Signature of Authorized Representative

Mary Ann Cooney
Name of Authorized Representative

Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Title of Authorized Representative

3/27/14
Date

5/20/14
Date



**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:

5/13/14
Date

Karen McDonald- FAIR
Name:
Title: Facilitator



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: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID: YD

DATE (MM/DD/YYYY)

05/14/2014

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).

PRODUCER AAA Club Services, LLC Shameka Jenkins	Phone: Fax:	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: KAREMCD	FAX (A/C, No):
INSURED Karen McDonald 5 Star Street Nashua, NH 03064	INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Casualty Ins. Co. NAIC # 22357 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

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	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
A	X COMMERCIAL GENERAL LIABILITY	X	72SBAAP8137	05/13/2014	05/13/2015	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COM/OP AGG \$ 4,000,000
	X POLICY PRO-JECT LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
It is agreed that "New Hampshire Department of Health & Human Services" is named as Additional Insured with respects to Commercial General Liability Coverage per The Hartford Business Liability Coverage Form SS00080405

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	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 Shameka Jenkins
---	--

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KAREN MCDONALD

5 Stark Street, Nashua, NH 03064 C: (603)944-2144 Email: KLK40911@gmail.com

PROFESSIONAL

SUMMARY

Highly organized, flexible, articulate professional with the ability to engage others while maintaining respect and dignity; acute, sensitive understanding of human behavior and its influences. Dedicated to provide non-judgmental, results-oriented and solution-focused approaches to help families and family members.

SKILLS

Competent in multi-tasking, time management, and organizational skills, critical thinking and strength-based, solution-focused approach.

Strength in engaging, forming and maintaining positive relationships based on consideration, trust and a sense of humor.

Ability to effectively communicate information [facts, suggestions, ideas and choices] in order to achieve desired results.

Capacity to make others feel confident to use and develop their own strengths and abilities to determine and achieve personal goals.

Personally mentor teen girls through the public school system and transition to community college via a NH/Federal Government program (HPOP) to ensure academic success and life skills.

Extensive knowledge and experience with the Special Education process in New Hampshire public schools as well as facilitating and being part of multi-disciplinary team meetings.

WORK

HISTORY

Programming Coordinator, 06/2012 to Current, **Ledgewood Bay at Milford-43** Ledgewood Drive, Milford, NH

Developed and maintained programs for Alzheimer's residents based on personal strengths, skills and abilities. Assessed and modified resident behaviors to promote the well-being of each resident and others within the community by focusing on individual strengths and interests. Assessed resident progress and digression based on the progression of the dementia by forming trusting relationships with each individual. Determined the appropriate assessment based on specific skill; collected, organized and recorded data and made suitable modifications and

adaptations to the programs. Facilitator between supports, resources and families such as Hospice and the Visiting Nurse Association.

Rehabilitative/Behavioral Classroom Assistant, 08/2006 to 06/2012, Nashua Children's Home-125 Amherst Street, Nashua, NH

Developed meaningful, trusting relationships with students who were unable to be successful in the NH public school system due, to mental illness/disorders and behavioral issues, in order to ensure academic success. Created and organized curriculum specific to each student's strengths, abilities and interests. Assisted classroom teacher with the implementation of the IEP and specific modifications and adaptations necessary for academic student success. Modified student behaviors by implementing positive reinforcements based on personal motivators. Facilitated anger management, social skill development and mental health awareness programs. Effectively communicated student progress with the school psychologist, counselors and family members.

Activities Assistant, 10/2003-08/2006, Hunt Community, 10 Allds Street, Nashua NH

Created and implemented meaningful, stimulating activities for residents with Alzheimer's disease. Gained extensive knowledge and experience working with people with brain/memory disorders. Assisted nursing staff with modifying and redirecting Alzheimer's residents to promote a positive environment and positive resident behaviors.

EDUCATION

Bachelor of Science: Human Development, 2011, Rivier University-Nashua, NH 03060

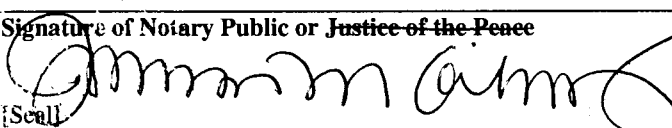
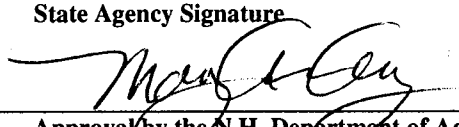
Concentration in Education/Special Education, Psychology

Associates of Business Management: 1985, McIntosh College, Dover, NH 03863

Subject: Family Assessment Inclusive Reunification Facilitators**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Brenda Plante		1.4 Contractor Address 493 Ocean Blvd. # 4 Hampton NH 03842	
1.5 Contractor Phone Number (603) 682-2606	1.6 Account Number 05-95-42-421010-29730000- 102-500734-42107306 05-95-42-421010-29680000- 102-500734-42106801	1.7 Completion Date 06-30-2016	1.8 Price Limitation \$99,272
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Brenda R Plante		1.12 Name and Title of Contractor Signatory Brenda R Plante Individual Contractor	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>5/14/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Jennifer M. Gilroy			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sana Julloughan</u> Director, On: <u>6/6/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Rosmarie H. H. H.</u> On: <u>6-3-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT:

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Purpose

- 1.1 The purpose of Family Assessment and Inclusive Reunification (FAIR) is to include parents/caregivers, age-appropriate children/youth, and any welcoming supportive people identified by the family, in a solution-focused process together with DCYF and service providers. The primary goals for FAIR participants are to effectively plan for safety, permanency, and well-being. FAIR aims to empower families in their own decision-making immediately following the removal of their child(ren). Together, FAIR participants will identify strengths, needs and risk management strategies through case planning and goal development outlined in this policy. The FAIR process will continuously assess family needs and provide necessary support towards achieving permanency for the family. The FAIR process is designed to ensure the safety, permanency, and well-being for the children and youth served and is a critical component for the Division for Children, Youth and Families' continuous quality improvement processes.

2. Provisions Applicable to All Services

- 2.1 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.

3. Services to Be Provided

The Contractor will provide the following services:

- 3.1 Create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress;
- 3.2 Ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
- 3.3 Comply with federally required elements for FAIR meetings, as specified by the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272) and the Adoption and Safe Families Act of 1997 (P.L. 105-89). Titles IV-B Section 422 and IV-E Section 475(5) of the Social Security Act.;
- 3.4 Identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families;
- 3.5 Explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency;
- 3.6 Collaborate with the Division and case-specific multi-disciplinary teams to assess case status, identify potential resources and develop strategies for meeting the child's needs;
- 3.7 Conduct performance analysis on meeting procedures;

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Family Assessment and Inclusive Reunification
Exhibit A**



- 3.8 Review and evaluate case progress in accordance with the Family Assessment and Inclusive Reunification (FAIR) policy (Exhibit A-1) to ensure the Division is in compliance;
- 3.9 Consult with Division staff to improve case progress and outcomes;
- 3.10 Help empower families in decision-making immediately following the removal of their child(ren);
- 3.11 Explain process goals, various roles and responsibilities of participants and maintain order and focus at FAIR meetings;
- 3.12 Reinforce to family and involved individuals the importance of attendance;
- 3.13 Maintain and provide a monthly FAIR meetings schedule to the Division;
- 3.14 Ensure FAIR meetings are scheduled per Policy (Exhibit A-1):
 - 3.14.1 The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement;
 - 3.14.2 The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement;
 - 3.14.3 The subsequent review must occur within 4 months of the child or youth entering out-of-home placement; and
 - 3.14.4 Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
- 3.15 Notify the child/youth's parents and other involved individuals listed, in Policy (Exhibit A-1), part (m) of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting". The Contractor will mail the "Invitation to FAIR Meeting":
 - 3.15.1 To individuals at the addresses noted in "Address List for FAIR Review", and;
 - 3.15.2 With a copy of the "Family Assessment and Inclusive Reunification Program" brochure.
- 3.16 In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges (Division for Children, Youth and Families' computer program) to verify that staff have scheduled the FAIR Meetings, the annual Judicial Permanency Planning Hearings were held within federal timeframes, and that written Notices of FAIR Meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy (Exhibit A-1);
- 3.17 In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
- 3.18 Review the case record and NH Bridges (Division for Children, Youth and Families' computer program) screens to determine the status of the case;
- 3.19 Conduct the FAIR meeting by completing the following tasks:
 - 3.19.1 Facilitate introductions among the participants;

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Family Assessment and Inclusive Reunification
Exhibit A**



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- 3.19.2 Explain the purpose of the meeting and the legal basis;
 - 3.19.3 Explain the confidentiality requirements;
 - 3.19.4 Discuss the review process;
 - 3.19.5 Ensure a presentation of the case plan by the CPSW or JPPO;
 - 3.19.6 Facilitate a thorough discussion of the case plan including the permanent plan and the progress or lack of progress to date, and the other elements identified in Policy, (Exhibit A-1); and
 - 3.19.7 Focus the meeting on appropriate discussions by using the "Major Focus Points for FAIR Meetings";
 - 3.20 Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
 - 3.21 Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR) form";
 - 3.22 Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
 - 3.23 Provide a copy of the action steps to the parents, child/youth, Permanency Worker, and other participants, as determined by the case plan, at the time of the review or mail the form to parents who did not attend within five (5) working days of the review, and file a copy of the form in the case record or file;
 - 3.24 Within five (5) working days of the review, enter case-specific information into the case review screens of NH Bridges; and
 - 3.25 Offer the "Family Assessment and Inclusive Reunification Partnership Survey" at the conclusion of every case review and use the findings to improve the case review process and the outcomes.
 - 3.26 Complete and submit the Bi-weekly Activity Breakdown form (Exhibit A-2) with forms identified in Exhibit B 3.2 not less than bi-weekly or no later than monthly.

632 Family Assessment and Inclusive Reunification Reviews (FAIR)

Philosophy

All children and youth need and deserve a permanent family. Permanency planning for children and youth begins at the time of removal and continues until a permanency plan is achieved. Engaging families and youth in decisions about permanency, safety and well-being increases the likelihood of a successful permanent plan through a process that builds trust and embraces transparency. FAIR is an additional case planning opportunity that encourages partnership, mutual respect and empathy for families experiencing challenging circumstances. Additionally, FAIR provides an opportunity to celebrate a family's accomplishments and goal attainment. This approach encourages forward progress in the timely achievement of permanency for children and families.

Purpose

The purpose of FAIR is to include parents/caregivers, age-appropriate children/youth, and any welcoming supportive people identified by the family, in a solution-focused process together with DCYF and service providers. The primary goals for FAIR participants are to effectively plan for safety, permanency, and well-being. FAIR aims to empower families in their own decision-making immediately following the removal of their child(ren). Together, FAIR participants will identify strengths, needs and risk management strategies through case planning and goal development outlined in this policy. The FAIR process will continuously assess family needs and provide necessary support towards achieving permanency for the family.

Definitions

- (a) "Case Plan" means a document that is developed jointly within 60 days from date of removal by the CPSW or JPPO, the parents, and the child/youth, as appropriate, that describes the type, necessity, safety and appropriateness of placement, the needs and services required by the child/youth, parents, and resource parents, the individuals responsible for delivering the services or completing the tasks, the dates for completion, and the anticipated child/youth and family outcomes. The case plan guides all participants towards achieving the permanent plan for the child/youth.
- (b) "Children for whom DCYF has Placement and Care Responsibility" means individuals, ages birth through 21 for whom DCYF has temporary protective custody, legal supervision, custody, or guardianship pursuant to RSA 169-C, 170-B, 170-C, and 463, or who DJJS has custody pursuant to RSA 169-B and 169-D for the purposes of placement, excluding youth committed to the Sununu Youth Services Center (SYSC) or incarcerated at any other secure facility where they are awaiting disposition by the court of jurisdiction.
- (c) "Close proximity to parents" means a placement nearest the home community or residence of the child/youth's parents or legal guardian that is consistent with the child or youth's best interest and special needs. The following factors are included in determining the placement: (1) the ease with which the child/youth and family may visit each other; and (2) the availability of services the child/youth may require.
- (d) "Concurrent Plan" means the alternate plan for the child/youth in out-of-home placement, which will achieve another permanent plan if reunification with a parent is not possible.
- (e) "Family Assessment and Inclusive Reunification (FAIR) Meeting" or "Case Review" means a review of the status of the case including the case plan, the child/youth's safety, well-being, and plans for permanency.
 - (1) "10 Day Meeting" means the FAIR meeting held 10 days after a child/youth has entered an out-of-home placement through a Child Protective Services intervention;

- (2) "30 Day Meeting" means the FAIR meeting held 30 days after a youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Juvenile Justice Services case;
- (3) "4 Month Meeting" means the FAIR meeting held 4 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case; and
- (4) "10 Month Meeting" means the FAIR meeting held 10 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case.
- (f) "Permanency Facilitator" or "Facilitator" means a trained, independent contracted individual who is responsible for conducting the FAIR Case Review.
- (g) "FAIR Case Review Program Supervisor" means the Contract Supervisor responsible for the management and oversight of the FAIR Program.
- (h) "FAIR Steering Committee" means a group of individuals, chaired by the Administrator of the Bureau of Well-being or Designee, and including at a minimum the statewide Child Protection Services Administrator or Designee, the statewide Juvenile Services Administrator or Designee, and the FAIR Program Supervisor who evaluate data and other findings from the FAIR program and submit recommendations to the DCYF/DJJS Management Team.
- (i) "Out-of-Home Placement" means the 24-hour care of children or youth who must live apart from their parents and includes care at resource homes, relative homes, pre-adoptive homes, and residential facilities including group homes, educational, psychiatric or physical health-related facilities.
- (j) "Parents" means the child/youth's birth or adoptive parents, stepparents, or legal guardians, as established by state law.
- (k) "Permanency" means that a child has a safe, stable environment. This creates a life-long relationship with a nurturing caregiver to establish the foundation for a child's healthy development.
- (l) "Permanent Plan" means the desired outcome of interventions and services, which is determined to be consistent with the health, safety, well-being, and best interest of the child/youth. Permanent plans may include reunification, adoption, legal guardianship, permanent placement with a fit and willing relative, or another planned permanent living arrangement when the CPSW or JPPO documents a compelling reason for establishing such a plan.
- (m) "Placement in the least restrictive setting and most appropriate setting " means the most family-like setting that can meet the child/youth's needs.
- (n) "Reasonable Efforts" means measurable actions taken by DCYF staff and service providers to prevent a child/youth's placement, or to return a child/youth to his or her family, or to achieve another permanent plan for the child/youth.
- (o) "Surrogate Parent" means a person appointed to act as a child/youth's advocate in place of the child/youth's parents or guardians in the educational decision-making process pursuant to RSA 186-C:14 II(a).

- (p) "Sununu Youth Services Center (SYSC)" means the architecturally secure juvenile treatment facility administered by the Department of Health and Human Services.

Policy

- (a) The objectives of the FAIR meetings are:
- (1) To create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress.
 - (2) To ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
 - (3) To ensure compliance with the federally required elements for periodic case review, as specified by the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272), the Adoption and Safe Families Act of 1997 (P.L. 105-89), and regulations resulting there from (Titles IV-B, Section 422 and IV-E, Section 475(5) of the Social Security Act);
 - (4) To identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families; and
 - (5) To explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency.
- (b) FAIR Reviews must be held for:
- (1) Every child/youth in an out-of-home placement;
 - (2) Each child/youth up to the age of 21 who remains in out-of-home placement;
 - (3) Each child/youth who runs away from placement, regardless of the child/youth's runaway status for up to a period of 6 months from the date of the runaway incident;
 - (4) Each child/youth whose parents' rights have been legally terminated, until adoption or another permanent plan has been completed; and
 - (5) Each child/youth up to the age of 21 who is under the co-guardianship of DCYF and a foster parent, relative or other designated individual.
- (c) FAIR meetings are not required for youth who are at SYSC or in shelter care.
- (d) For youth who have been at SYSC or in shelter care and then discharged to a placement, a FAIR review must be held no later than 30 calendar days from the date of discharge.
- (e) Case plan development and review at the FAIR meetings must assist parents to develop and implement their case plan and permanency plan which includes:
- (1) Identify the permanency goals with the family. The primary goal before the permanency hearing is reunification. The concurrent goal should be an agreed upon alternate plan to achieve another permanent plan if reunification with a parent is not possible
 - (2) Addressing the child/youth's safety in the out-of-home placement and the safety of all children and youth who may be at home;

- (3) Describing clearly the problem that led the child/youth to go into an out-of-home placement and allow parents and youth (if appropriate) the opportunity to explain their perspective and determining progress made toward alleviating or mitigating the need for out-of-home care;
- (4) Identifying with the family their strengths and needs;
- (5) Describing the progress made in achieving the case plan goals, including agency efforts to meet with the family (including youth) face-to-face to work on the case plan;
- (6) Describing the need for ongoing out-of-home placement and the appropriateness of this placement. When doing this, please consider services provided and their effectiveness;
- (7) Identifying relatives and others who are natural connections and supports to the child/youth;
- (8) Identifying the permanency plan and concurrent plan and projected date of completion. Additionally, assess any barriers to completing case plan and discuss a plan to overcome these barriers;
- (9) Assuring that the parents and child/youth (if participating in the planning) are involved and collaborating in the development and implementation of the case plan;
- (10) Reviewing the frequency and quality of child/youth visits with parents, siblings, relatives, and natural connections;
- (11) Discussing the appropriateness of the visitation plan and assess any changes that need to be made (i.e. changing visitation from supervised to unsupervised);
- (12) Reviewing the well-being needs of the parents and children/youth including a review of medical, dental and social needs;
- (13) Reviewing educational needs, including
 - a. Review of child/youth's educational placement being stable, appropriate, and in the child/youth's best interest;
 - b. Proximity of the placement and the school, and efforts to maintain the child/youth enrolled in the school if placed in a town outside the school's catchment zone; and
 - c. Provision of educational records by the sending school district if the child/youth is unable to be maintained in their school of origin.
- (14) Immediate enrollment of children and youth in a new school when not continuing in their school of origin;
- (15) Reviewing child/youth's school progress;
- (16) Identifying behavioral health needs including trauma identification and treatment;
- (17) Reviewing adult living preparation plan for youth (14 and older in DCYF; 16 and older in DJJS);
- (18) Reviewing 90-day youth transition plan (for youth 17.75 years of age, and, if applicable, again 3 months prior to discharge);
- (19) Reviewing Aftercare Plan for youth 17 and older in DCYF; and

- (20) Reviewing CPSW or JPPO child/youth visits and outcomes.
- (f) The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
 - (g) The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement.
 - (h) The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
 - (i) Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
 - (j) If the meeting schedule is interrupted, the FAIR meeting must be held as soon as possible, but no later than 30 calendar days after the scheduled meeting date.
 - (k) If the child/youth goes on a trial home visit with their parents, the FAIR meeting schedule continues, unless it is clear the child/youth will not return to an out-of-home placement.
 - (l) While each FAIR meeting will discuss the topics listed in Section (e) above, the focus of each FAIR meeting may differ, depending upon the timeframe of the meeting as described below and noted in the "Major Focus Points for FAIR Meetings" (Form 2272E):
 - (1) The 10-day and 30-day FAIR meeting will have a strong focus on the reasons the child/youth entered placement and what barriers need to be alleviated in order for the child/youth to return home. This meeting serves as the foundation towards achieving positive family engagement by ensuring that the family is involved in the case planning process and that the family receives the necessary services through the case planning process. Working with the team to facilitate appropriate parent/child/youth visitation plans and that the appropriate family connections are involved in the case is important at this meeting. This meeting sets the foundation for the family service case.
 - (2) The 4-month FAIR meeting will focus on the case plan that was implemented at the dispositional hearing. This meeting will assess the progress made in achieving reunification, the case plan goals, what current barriers are present that may prevent the case plan from being achieved, and assessing the appropriateness of the current placement and that the concurrent plan is also appropriate.
 - (3) The 10-month FAIR meeting will place great emphasis on the achievement of the current permanency plan and the concurrent permanency plan. Focus will continue to be on the progress towards reunification and removing any barriers to achieving reunification. Furthermore, in the event reunification cannot or does not occur, discussions must continue about the concurrent plan. It is important to also assess that all reasonable efforts are being made to achieve the permanency plan for this case. If not, what efforts will be made to ensure this is happening before the permanency hearing occurs?
 - (4) Post-permanency FAIR meetings (excluding APPLA cases) will continue to provide intense focus on the permanency plan implemented at the permanency hearing (i.e. reunification with an extension, TPR/adoption, guardianship with a relative), and what barriers are present, if any, to achieving this permanency goal. If reunification is not the current permanency goal, assess what the most appropriate level of involvement should be for the parents. Is reunification still an appropriate permanency goal? If reunification is the goal after the permanency hearing, is it still the most appropriate goal? Should the concurrent goal be recommended as the primary permanency goal?

- (5) Post-permanency FAIR meetings (APPLA cases) should focus on the plan for the youth upon exiting out-of-home care. Are the necessary supports in place for the youth and family, if applicable? Where is the youth going to reside after out-of-home care? Is this the most appropriate and feasible plan? Discuss how the youth will be able to support their living arrangement? Is the youth in the least restrictive placement? Even though it is no longer the primary permanency plan, is reunification a possibility at this point? Are the parents and/or the youth's connections in the best interest of the youth? Is APPLA the most appropriate permanency plan?
- (m) With the exception of the 10-day meeting, a written notice of the date, time, place, and purpose of the FAIR meeting (Form 2272 and Form 2272A) must be sent, via mail or email, at least 10 calendar days prior to the meeting to the following individuals;
- (1) The child/youth's parents;
 - (2) The youth;
 - (3) Other family members, supportive friends, clergy, or others;
 - (4) The child/youth's foster parents or relative caregivers;
 - (5) The residential care provider;
 - (6) The child/youth's attorney, guardian ad litem, or Court Appointed Special Advocate (CASA) who has been appointed by the court of jurisdiction;
 - (7) The child/youth's surrogate parent as defined by RSA 186-C:14;
 - (8) The special education directors from the sending and receiving school districts if the child/youth has been identified as educationally disabled as defined by RSA 186-C: 2 I, and pursuant to "sending" and "receiving" districts, as defined by RSA 193:27;
 - (9) The child/youth's behavioral health therapist;
 - (10) The service providers; and
 - (11) Other involved professionals, as determined by the case plan.
- (n) DCYF does not provide financial reimbursement for review time, travel time, or mileage expenses for any of the invited participants.
- (o) The child or youth, regardless of age, is invited to attend and participate in an age appropriate manner;
- (p) Extensive efforts (on-going contact, flexible scheduling, etc.) must be made to ensure that the parents and/or child/youth are able to attend the FAIR meeting.
- (q) If the parents and/or child/youth do not attend, the FAIR meeting must still be held to review the case.
- (r) When more than one child/youth in the family needs to have a FAIR meeting within the same timeframe, all the children and youth may be reviewed during the same meeting, but one Form 2272B must be completed for each child/youth.

- (s) If a parent or child/youth is not fluent in English, the service of an interpreter must be arranged by the CPSW or JPPO, and DCYF pays the expense incurred for the interpreter.
- (t) The FAIR meeting may be held at the family's home, district office, a residential treatment facility, a school, or another setting that is mutually agreeable to the participants.
- (u) FAIR Meetings:
 - (1) Must be facilitated by an independent, trained individual that has no responsibility for the case management or the delivery of services to, either the child/youth or the parents;
 - (2) May be coordinated with court reviews and other case planning conferences, such as treatment team meetings at residential facilities, educational meetings at local schools, or behavioral health treatment team meetings, as appropriate;
 - (3) Must be a respectful, frank, open discussion conducted in an informal, inclusive manner;
 - (4) Must be focused on the issues described in part (e) above;
 - (5) Must be time-limited to approximately an hour, and
 - (6) Must be recorded on the "Family Assessment and Inclusive Reunification" (Form 2272B).
- (v) The facilitator has the responsibility and authority to manage the FAIR meeting process including:
 - (1) Convening and conducting the review in a manner to encourage discussion and participation while respecting the rights and culture of all participants;
 - (2) Providing an explanation of the purpose of the review;
 - (3) Providing an explanation of the participant's rights;
 - (4) Ensuring that the purpose of the review is carried out;
 - (5) Maintaining the focus of the participants on the case plan;
 - (6) Maintaining a time-limited discussion;
 - (7) Explaining confidentiality and that all information discussed is protected;
 - (8) Determining that the permanent plan and the evaluation of progress are consistent with the facts of the case as presented at the review;
 - (9) Determining that the tasks, services, timeframes, and child and family outcomes are appropriate for the permanent plan;
 - (10) Recommending modification or change in the case plan, when in the facilitator and family's judgment, the plan is insufficient based on information presented at the review and the recommendations do not conflict with the outstanding court order; and
 - (11) Providing a written report on the findings and recommendations;
- (w) The facilitator has no authority to change a case plan or other conditions that have been established by court order but may make recommendations to the participants.

- (x) The CPSW or JPPO responsibilities at the FAIR meetings are to:
 - (1) Present information regarding the problem that led the child/youth to go into out-of-home placement and to present the case plan, which was developed in collaboration with the family and is based on an assessment of child and family strengths and needs;
 - (2) Present information regarding the permanent plan, the tasks and services necessary to achieve reunification or the alternate permanent plan, and the anticipated date of completion;
 - (3) Report the status of the child/youth's placement, health, safety, well-being, and best interests;
 - (4) Report on the progress of the child/youth and/or parents to date toward changing the behaviors and conditions that require the child/youth to be in out-of-home placement; and
 - (5) Provide the rationale and supporting documents for the decisions and recommendations made to date for the information presented at the FAIR meetings.
- (y) Using the "Family Assessment and Inclusive Reunification" (Form 2272B), the facilitator records:
 - (1) The results of the FAIR meeting;
 - (2) Any recommended changes to the case plan;
 - (3) Whether consensus was reached regarding the recommended changes and if no consensus, a summary of the differing positions of the involved individuals;
 - (4) Any tasks, services, or programs to be completed and by whom;
 - (5) The projected date for completion of the tasks, or services, or programs, with the anticipated outcomes; and
 - (6) The signatures of the participants.
- (z) The CPSW or JPPO and District Office Supervisor are responsible for completing any actions necessary to satisfy the requirements for periodic FAIR meetings.
- (aa) The FAIR Steering Committee analyzes data and other findings that result from the case reviews. Team members include but are not limited to:
 - (1) The FAIR Program Supervisor;
 - (2) The Administrator of the Bureau of Well-being or Designee;
 - (3) The statewide Child Protection Services Administrator or Designee; and
 - (4) The statewide Juvenile Services Administrator or Designee.
- (bb) Written recommendations are provided to the DCYF Management Team, on a quarterly and annual basis that addresses case-specific and systemic findings, at the district, regional, and state levels.

Procedures

- (a) The CPSW or JPPO must:

- (1) For each child/youth who resides in out-of-home placement, enter case-specific data on the required screens of NH Bridges;
 - (2) Assure the "Address List for FAIR Review" (Form 2272D) is completed, or updated as necessary, to be used by the facilitator to notify individuals of scheduled FAIR Meetings.
 - (3) Determine the need for childcare, transportation, and/or interpreter services to enable family members to attend the review, and develop and implement a plan to secure the services.
 - (4) Participate in a telephone consultation or pre-review interview with the facilitator and the supervisor, if requested by the facilitator or the DCYF Supervisor to:
 - a. Discuss any complex, sensitive issues or case related challenges that may be raised at the review and share strategies for ensuring a productive review;
 - b. Determine the actions to be taken to bring cases without timely reviews into compliance; and
 - c. Determine the actions to be taken to resolve case barriers or other issues regarding case management, case practice, and/or service delivery.
 - (5) Attend the FAIR meeting and present the following information:
 - a. The case plan (Provide a copy of the case plan to the parents and other participants);
 - b. The continuing necessity for, safety of, and appropriateness of the placement;
 - c. The extent of compliance with the case plan;
 - d. Progress or lack of progress made in reducing or eliminating the problems that led to the child/youth's placement; and
 - e. A projected date at which time the child/youth may be returned and safely maintained at home, be placed for adoption or legal guardianship, or fulfill another permanent plan.
 - (6) Complete any follow-up actions in a timely manner, as agreed upon, to satisfy the requirements for periodic review.
- (b) The facilitator must:
- (1) Schedule the FAIR meetings per Policy;
 - a. The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
 - b. The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement.
 - c. The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
 - d. Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.

- (2) Notify the child/youth's parents and other involved individuals listed in Policy, part (m) of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting" (Form 2272A);
 - a. Form 2272A will be mailed to individuals at the addresses noted in "Address List for FAIR Review" (Form 2272D), and
 - b. Form 2272A will be mailed with a copy of the brochure "Family Assessment and Inclusive Reunification Program" (Form 2272).
- (3) In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges to verify that staff have scheduled the FAIR Meetings, the annual Judicial Permanency Planning Hearings were held within federal timeframes, and that written Notices of FAIR Meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy part (m).
- (4) In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
- (5) Review the case record and NH Bridges screens to determine the status of the case;
- (6) Conduct the FAIR meeting by completing the following tasks:
 - a. Facilitate introductions among the participants;
 - b. Explain the purpose of the meeting and the legal basis;
 - c. Explain the confidentiality requirements;
 - d. Discuss the review process;
 - e. Ensure a presentation of the case plan by the CPSW or JPPO;
 - f. Facilitate a thorough discussion of the case plan including the permanent plan and the progress or lack of progress to date, and the other elements identified in Policy, part (e); and
 - g. Focus the meeting on stage appropriate discussions by using the "Major Focus Points for FAIR Meetings" (Form 2272E);
- (7) Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
- (8) Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR)" (Form 2272B).
- (9) Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
- (10) Provide a copy of the action steps (page 2) of Form 2272B to the parents, child/youth, Permanency Worker, and other participants, as determined by the case plan, at the time of the review or mail the form to parents who did not attend within five working days of the review, and file a copy of the form in the case record or file;
- (11) Within 5 working days of the review, enter case-specific information onto the case review screens of NH Bridges; and

- (12) Offer the "Family Assessment and Inclusive Reunification Partnership Survey" (Form 2272C) at the conclusion of every case review and use the findings to improve the case review process and the outcomes.

PD 12-12

Effective Date: February 2012

DISTRIBUTION: A and C, CYF Manual
(CYF632)

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Exhibit A-2

Name:

Bi-weekly Activity Breakdown

Bi-weekly Activity Breakdown shall be submitted with your bi-weekly hourly invoice (Exhibit B-1) to: Provider-Relations with a copy to the DCYF Family Assessment and Inclusive Reunification Program Manager via e-mail attachment

Week of: Xx/xx/xx- xx/xx/xx	Activity Description	# Hours	Week of: Xx/xx/xx- xx/xx/xx	Activity Description	# Hours
Monday	Example: Travel Fair Meeting	1.5 2	Monday		
Tuesday			Tuesday		
Wednesday			Wednesday		
Thursday			Thursday		
Friday			Friday		
Total hours			Total hours		

Enter your name

Enter start and end date of week in column 1 & 4

Description of activity performed in column 2 & 5

Enter number of hours for activity performed in column 3 & 6



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) # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families, and (CFDA) # 93.645, Federal Agency Department of Health and Human Services, Stephanie Tubbs Jones Child Welfare Services Program for provision of services pursuant to Exhibit A, Scope of Services.
2. Payment for services shall be at a rate of twenty-one dollars and seventy cents (\$21.70) per hour, plus the cost of mileage.
 - 2.1. Hours are not to exceed one-hundred and seventy three and one-third (173.333) hours per month for a total of two-thousand and eighty (2080) hours per year.
 - 2.2. Total amounts for mileage are not to exceed \$4,500 per year.
3. Payment for services shall be made as follows:
 - 3.1. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. Invoices identified in Exhibit B-1 and B-2 must be submitted not less than bi-weekly or no later than monthly to:

Attn: Fiscal Administrator
NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Exhibit B-1

NAME
ADDRESS
TOWN/CITY, STATE, ZIP CODE
Phone #:
e-mail address:

Invoice # Submitted to Provider Relations and copy the DCYF Family Assessment and Inclusive Reunification Program Manager via email:

FAIR FACILITATOR
REIMBURSEMENT BILLING FORM

HOURS WORKED

From	To	Hours Worked	Rate Per Hour	Total Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Grand Total Hours Worked:				\$

Provider:

SSN:

Provider Signature

Date Submitted– Via Email

Please confirm receipt of this invoice. Thank you.
IMPORTANT: PLEASE RUSH PAYMENT

Family Assessment and Inclusive Reunification
Exhibit B-1

Contractor Initials BRP
Date 5/15/14

NAME
ADDRESS
TOWN/CITY, STATE, ZIP CODE
Phone #:
e-mail address:

Contractor Initials DP
Date 5/15/14



SPECIAL PROVISIONS

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

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

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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. **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

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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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

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

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NH Department of Health and Human Services

Exhibit C-2

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to 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

BRP
5/15/14

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.

5/15/14
Date

Contractor Name:

Brenda R. Plante

Name:
Title:



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

5/15/14
Date

Brenda R. Plante
Name:
Title:

BRP
5/15/14



**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

B&P
5/15/14



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 (l)(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:

5/15/14
Date

Brenda R Plante
Name: Brenda R Plante
Title: Individual Contractor

Contractor Initials BLP
Date 5/15/14



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Brenda R. Plante

5/15/14
Date

Brenda R Plante
Name:
Title: Individual Contractor



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: Brenda R. Plante

5/15/14
Date

Brenda R. Plante
Name:
Title: Individual Contractor



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.

BLP



Exhibit I

- l. "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.

(3) 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



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 (I). 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

BRP
5/15/14



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

BEP



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.

BRP
5/15/14



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 DHHS
The State

[Signature]
Signature of Authorized Representative

Mary Ann Cooney
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5/27/14
Date

Brenda R Plante
Name of the Contractor

Brenda R. Plante
Signature of Authorized Representative

Brenda R Plante
Name of Authorized Representative

Individual Contractor
Title of Authorized Representative

5/15/14
Date



**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: Brenda R Plante

5/15/14
Date

Brenda R. Plante
Name:
Title: Individual Contractor

Contractor Initials BRP
Date 5/15/14

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: N/A
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

BEP
5/15/14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2014

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).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
INSURED Brenda Plante, Individual Contractor 493 Ocean Blvd #4 Hampton NH 03842	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	N	N	UDC-1455482-CGL-14	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDERDepartment of Health and Human Services
129 Pleasant Street
Concord, NH 03301**CANCELLATION**

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

ACORD 25 (2010/05)

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493 Ocean Blvd.
Unit 4
Hampton, NH
03842

Contact Information:
603.601.2293 (H)
603.682.2606 (C)
E-mail:
Hibren@comcast.net

Brenda R. Plante

- Objective** To utilize my facilitation skills by engaging with families, staff and community partners for the permanency, safety and well being of children.
- Professional experience**
- December 2013 - present Child and Family Services of NH, Manchester, NH**
FAIR Facilitator - Seacoast / Rochester area
- Schedule meetings to ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency and well being
 - Identify and utilize family's strengths and needs in order to achieve safety, permanency and well well-being for families
 - Comply with federally required elements for FAIR
- October 2011 - December 2013 Brenda Plante Consulting, LLC Hampton, NH**
Consultant - State of NH, Division of Children, Youth and Families (DCYF)
- Facilitate workshops and trainings for Staff, parents and community partners on communication and partnerships.
 - Engage with families by offering peer to peer support via telephone and in person (FAIR meetings) to family members currently involved with DCYF
 - Proficient in all Microsoft programs including Word, Excel and PowerPoint
- January 1989 - April 2011 National Grid (etal)**
Throughout this timeframe I was employed by a natural gas/electric utility, which went through several name changes due to mergers. Listed below are the time frames of employment and titles I held:
1. January 1989 - April 1997 EnergyNorth Natural Gas, Inc.
Manchester, NH - Customer Assistance Representative
 2. May 1997 - December 2007 KeySpan Energy Delivery
Manchester/Lowell - Meter Reading and Field Collection Supervisor

3. January 2008 - April 2011 National Grid No Andover, MA
Manager - Customer Meter Services - Northern MA

Education

2008 Graduate of the Northeast Gas Association Leadership Program

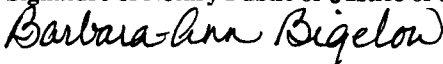
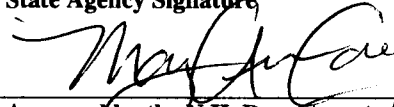
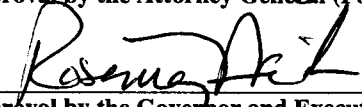
1985-1987 Victor Valley Community College Victorville, CA

BP

Subject: Family Assessment Inclusive Reunification Facilitators**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Cara Cargill		1.4 Contractor Address PO Box 598 25 Tadadump Road Holderness NH 03245	
1.5 Contractor Phone Number (603) 707-6193	1.6 Account Number 05-95-42-421010-29730000- 102-500734-42107306 05-95-42-421010-29680000- 102-500734-42106801	1.7 Completion Date 06-30-2016	1.8 Price Limitation \$85,704
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Cara Cargill, <i>FAIR facilitator</i> <i>North Country</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>5/9/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Barbara Ann Bigelow			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>6/6/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-3-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Family Assessment and Inclusive Reunification
Exhibit A**



Scope of Services

1. Purpose

- 1.1 The purpose of Family Assessment and Inclusive Reunification (FAIR) is to include parents/caregivers, age-appropriate children/youth, and any welcoming supportive people identified by the family, in a solution-focused process together with DCYF and service providers. The primary goals for FAIR participants are to effectively plan for safety, permanency, and well-being. FAIR aims to empower families in their own decision-making immediately following the removal of their child(ren). Together, FAIR participants will identify strengths, needs and risk management strategies through case planning and goal development outlined in this policy. The FAIR process will continuously assess family needs and provide necessary support towards achieving permanency for the family. The FAIR process is designed to ensure the safety, permanency, and well-being for the children and youth served and is a critical component for the Division for Children, Youth and Families' continuous quality improvement processes.

2. Provisions Applicable to All Services

- 2.1 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.

3. Services to Be Provided

The Contractor will provide the following services:

- 3.1 Create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress;
- 3.2 Ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
- 3.3 Comply with federally required elements for FAIR meetings, as specified by the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272) and the Adoption and Safe Families Act of 1997 (P.L. 105-89). Titles IV-B Section 422 and IV-E Section 475(5) of the Social Security Act.;
- 3.4 Identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families;
- 3.5 Explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency;
- 3.6 Collaborate with the Division and case-specific multi-disciplinary teams to assess case status, identify potential resources and develop strategies for meeting the child's needs;
- 3.7 Conduct performance analysis on meeting procedures;

**New Hampshire Department of Health and Human Services
Family Assessment and Inclusive Reunification**



Exhibit A

-
- 3.8 Review and evaluate case progress in accordance with the Family Assessment and Inclusive Reunification (FAIR) policy (Exhibit A-1) to ensure the Division is in compliance;
 - 3.9 Consult with Division staff to improve case progress and outcomes;
 - 3.10 Help empower families in decision-making immediately following the removal of their child(ren);
 - 3.11 Explain process goals, various roles and responsibilities of participants and maintain order and focus at FAIR meetings;
 - 3.12 Reinforce to family and involved individuals the importance of attendance;
 - 3.13 Maintain and provide a monthly FAIR meetings schedule to the Division;
 - 3.14 Ensure FAIR meetings are scheduled per Policy (Exhibit A-1):
 - 3.14.1 The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement;
 - 3.14.2 The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement;
 - 3.14.3 The subsequent review must occur within 4 months of the child or youth entering out-of-home placement; and
 - 3.14.4 Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
 - 3.15 Notify the child/youth's parents and other involved individuals listed, in Policy (Exhibit A-1), part (m) of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting". The Contractor will mail the "Invitation to FAIR Meeting":
 - 3.15.1 To individuals at the addresses noted in "Address List for FAIR Review", and;
 - 3.15.2 With a copy of the "Family Assessment and Inclusive Reunification Program" brochure.
 - 3.16 In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges (Division for Children, Youth and Families' computer program) to verify that staff have scheduled the FAIR Meetings, the annual Judicial Permanency Planning Hearings were held within federal timeframes, and that written Notices of FAIR Meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy (Exhibit A-1);
 - 3.17 In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
 - 3.18 Review the case record and NH Bridges (Division for Children, Youth and Families' computer program) screens to determine the status of the case;
 - 3.19 Conduct the FAIR meeting by completing the following tasks:
 - 3.19.1 Facilitate introductions among the participants;

**New Hampshire Department of Health and Human Services
Family Assessment and Inclusive Reunification
Exhibit A**



-
- 3.19.2 Explain the purpose of the meeting and the legal basis;
 - 3.19.3 Explain the confidentiality requirements;
 - 3.19.4 Discuss the review process;
 - 3.19.5 Ensure a presentation of the case plan by the CPSW or JPPO;
 - 3.19.6 Facilitate a thorough discussion of the case plan including the permanent plan and the progress or lack of progress to date, and the other elements identified in Policy, (Exhibit A-1); and
 - 3.19.7 Focus the meeting on appropriate discussions by using the "Major Focus Points for FAIR Meetings";
- 3.20 Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
 - 3.21 Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR) form";
 - 3.22 Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
 - 3.23 Provide a copy of the action steps to the parents, child/youth, Permanency Worker, and other participants, as determined by the case plan, at the time of the review or mail the form to parents who did not attend within five (5) working days of the review, and file a copy of the form in the case record or file;
 - 3.24 Within five (5) working days of the review, enter case-specific information into the case review screens of NH Bridges; and
 - 3.25 Offer the "Family Assessment and Inclusive Reunification Partnership Survey" at the conclusion of every case review and use the findings to improve the case review process and the outcomes.
 - 3.26 Complete and submit the Bi-weekly Activity Breakdown form (Exhibit A-2) with forms identified in Exhibit B 3.2 not less than bi-weekly or no later than monthly.

632 Family Assessment and Inclusive Reunification Reviews (FAIR)

Philosophy

All children and youth need and deserve a permanent family. Permanency planning for children and youth begins at the time of removal and continues until a permanency plan is achieved. Engaging families and youth in decisions about permanency, safety and well-being increases the likelihood of a successful permanent plan through a process that builds trust and embraces transparency. FAIR is an additional case planning opportunity that encourages partnership, mutual respect and empathy for families experiencing challenging circumstances. Additionally, FAIR provides an opportunity to celebrate a family's accomplishments and goal attainment. This approach encourages forward progress in the timely achievement of permanency for children and families.

Purpose

The purpose of FAIR is to include parents/caregivers, age-appropriate children/youth, and any welcoming supportive people identified by the family, in a solution-focused process together with DCYF and service providers. The primary goals for FAIR participants are to effectively plan for safety, permanency, and well-being. FAIR aims to empower families in their own decision-making immediately following the removal of their child(ren). Together, FAIR participants will identify strengths, needs and risk management strategies through case planning and goal development outlined in this policy. The FAIR process will continuously assess family needs and provide necessary support towards achieving permanency for the family.

Definitions

- (a) "Case Plan" means a document that is developed jointly within 60 days from date of removal by the CPSW or JPPO, the parents, and the child/youth, as appropriate, that describes the type, necessity, safety and appropriateness of placement, the needs and services required by the child/youth, parents, and resource parents, the individuals responsible for delivering the services or completing the tasks, the dates for completion, and the anticipated child/youth and family outcomes. The case plan guides all participants towards achieving the permanent plan for the child/youth.
- (b) "Children for whom DCYF has Placement and Care Responsibility" means individuals, ages birth through 21 for whom DCYF has temporary protective custody, legal supervision, custody, or guardianship pursuant to RSA 169-C, 170-B, 170-C, and 463, or who DJJS has custody pursuant to RSA 169-B and 169-D for the purposes of placement, excluding youth committed to the Sununu Youth Services Center (SYSC) or incarcerated at any other secure facility where they are awaiting disposition by the court of jurisdiction.
- (c) "Close proximity to parents" means a placement nearest the home community or residence of the child/youth's parents or legal guardian that is consistent with the child or youth's best interest and special needs. The following factors are included in determining the placement: (1) the ease with which the child/youth and family may visit each other; and (2) the availability of services the child/youth may require.
- (d) "Concurrent Plan" means the alternate plan for the child/youth in out-of-home placement, which will achieve another permanent plan if reunification with a parent is not possible.
- (e) "Family Assessment and Inclusive Reunification (FAIR) Meeting" or "Case Review" means a review of the status of the case including the case plan, the child/youth's safety, well-being, and plans for permanency.
 - (1) "10 Day Meeting" means the FAIR meeting held 10 days after a child/youth has entered an out-of-home placement through a Child Protective Services intervention;

- (2) "30 Day Meeting" means the FAIR meeting held 30 days after a youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Juvenile Justice Services case;
 - (3) "4 Month Meeting" means the FAIR meeting held 4 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case; and
 - (4) "10 Month Meeting" means the FAIR meeting held 10 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case.
-
- (f) "Permanency Facilitator" or "Facilitator" means a trained, independent contracted individual who is responsible for conducting the FAIR Case Review.
 - (g) "FAIR Case Review Program Supervisor" means the Contract Supervisor responsible for the management and oversight of the FAIR Program.
 - (h) "FAIR Steering Committee" means a group of individuals, chaired by the Administrator of the Bureau of Well-being or Designee, and including at a minimum the statewide Child Protection Services Administrator or Designee, the statewide Juvenile Services Administrator or Designee, and the FAIR Program Supervisor who evaluate data and other findings from the FAIR program and submit recommendations to the DCYF/DJJS Management Team.
 - (i) "Out-of-Home Placement" means the 24-hour care of children or youth who must live apart from their parents and includes care at resource homes, relative homes, pre-adoptive homes, and residential facilities including group homes, educational, psychiatric or physical health-related facilities.
 - (j) "Parents" means the child/youth's birth or adoptive parents, stepparents, or legal guardians, as established by state law.
 - (k) "Permanency" means that a child has a safe, stable environment. This creates a life-long relationship with a nurturing caregiver to establish the foundation for a child's healthy development.
 - (l) "Permanent Plan" means the desired outcome of interventions and services, which is determined to be consistent with the health, safety, well-being, and best interest of the child/youth. Permanent plans may include reunification, adoption, legal guardianship, permanent placement with a fit and willing relative, or another planned permanent living arrangement when the CPSW or JPPO documents a compelling reason for establishing such a plan.
 - (m) "Placement in the least restrictive setting and most appropriate setting " means the most family-like setting that can meet the child/youth's needs.
 - (n) "Reasonable Efforts" means measurable actions taken by DCYF staff and service providers to prevent a child/youth's placement, or to return a child/youth to his or her family, or to achieve another permanent plan for the child/youth.
 - (o) "Surrogate Parent" means a person appointed to act as a child/youth's advocate in place of the child/youth's parents or guardians in the educational decision-making process pursuant to RSA 186-C:14 II(a).

- (p) "Sununu Youth Services Center (SYSC)" means the architecturally secure juvenile treatment facility administered by the Department of Health and Human Services.

Policy

- (a) The objectives of the FAIR meetings are:
- (1) To create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress.
 - (2) To ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
 - (3) To ensure compliance with the federally required elements for periodic case review, as specified by the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272), the Adoption and Safe Families Act of 1997 (P.L. 105-89), and regulations resulting there from (Titles IV-B, Section 422 and IV-E, Section 475(5) of the Social Security Act);
 - (4) To identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families; and
 - (5) To explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency.
- (b) FAIR Reviews must be held for:
- (1) Every child/youth in an out-of-home placement;
 - (2) Each child/youth up to the age of 21 who remains in out-of-home placement;
 - (3) Each child/youth who runs away from placement, regardless of the child/youth's runaway status for up to a period of 6 months from the date of the runaway incident;
 - (4) Each child/youth whose parents' rights have been legally terminated, until adoption or another permanent plan has been completed; and
 - (5) Each child/youth up to the age of 21 who is under the co-guardianship of DCYF and a foster parent, relative or other designated individual.
- (c) FAIR meetings are not required for youth who are at SYSC or in shelter care.
- (d) For youth who have been at SYSC or in shelter care and then discharged to a placement, a FAIR review must be held no later than 30 calendar days from the date of discharge.
- (e) Case plan development and review at the FAIR meetings must assist parents to develop and implement their case plan and permanency plan which includes:
- (1) Identify the permanency goals with the family. The primary goal before the permanency hearing is reunification. The concurrent goal should be an agreed upon alternate plan to achieve another permanent plan if reunification with a parent is not possible
 - (2) Addressing the child/youth's safety in the out-of-home placement and the safety of all children and youth who may be at home;

- (3) Describing clearly the problem that led the child/youth to go into an out-of-home placement and allow parents and youth (if appropriate) the opportunity to explain their perspective and determining progress made toward alleviating or mitigating the need for out-of-home care;
- (4) Identifying with the family their strengths and needs;
- (5) Describing the progress made in achieving the case plan goals, including agency efforts to meet with the family (including youth) face-to-face to work on the case plan;
- (6) Describing the need for ongoing out-of-home placement and the appropriateness of this placement. When doing this, please consider services provided and their effectiveness;
- (7) Identifying relatives and others who are natural connections and supports to the child/youth;
- (8) Identifying the permanency plan and concurrent plan and projected date of completion. Additionally, assess any barriers to completing case plan and discuss a plan to overcome these barriers;
- (9) Assuring that the parents and child/youth (if participating in the planning) are involved and collaborating in the development and implementation of the case plan;
- (10) Reviewing the frequency and quality of child/youth visits with parents, siblings, relatives, and natural connections;
- (11) Discussing the appropriateness of the visitation plan and assess any changes that need to be made (i.e. changing visitation from supervised to unsupervised);
- (12) Reviewing the well-being needs of the parents and children/youth including a review of medical, dental and social needs;
- (13) Reviewing educational needs, including
 - a. Review of child/youth's educational placement being stable, appropriate, and in the child/youth's best interest;
 - b. Proximity of the placement and the school, and efforts to maintain the child/youth enrolled in the school if placed in a town outside the school's catchment zone; and
 - c. Provision of educational records by the sending school district if the child/youth is unable to be maintained in their school of origin.
- (14) Immediate enrollment of children and youth in a new school when not continuing in their school of origin;
- (15) Reviewing child/youth's school progress;
- (16) Identifying behavioral health needs including trauma identification and treatment;
- (17) Reviewing adult living preparation plan for youth (14 and older in DCYF; 16 and older in DJJS);
- (18) Reviewing 90-day youth transition plan (for youth 17.75 years of age, and, if applicable, again 3 months prior to discharge);
- (19) Reviewing Aftercare Plan for youth 17 and older in DCYF; and

- (20) Reviewing CPSW or JPPO child/youth visits and outcomes.
- (f) The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
 - (g) The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement.
 - (h) The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
 - (i) Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
 - (j) If the meeting schedule is interrupted, the FAIR meeting must be held as soon as possible, but no later than 30 calendar days after the scheduled meeting date.
 - (k) If the child/youth goes on a trial home visit with their parents, the FAIR meeting schedule continues, unless it is clear the child/youth will not return to an out-of-home placement.
 - (l) While each FAIR meeting will discuss the topics listed in Section (e) above, the focus of each FAIR meeting may differ, depending upon the timeframe of the meeting as described below and noted in the "Major Focus Points for FAIR Meetings" (Form 2272E):
 - (1) The 10-day and 30-day FAIR meeting will have a strong focus on the reasons the child/youth entered placement and what barriers need to be alleviated in order for the child/youth to return home. This meeting serves as the foundation towards achieving positive family engagement by ensuring that the family is involved in the case planning process and that the family receives the necessary services through the case planning process. Working with the team to facilitate appropriate parent/child/youth visitation plans and that the appropriate family connections are involved in the case is important at this meeting. This meeting sets the foundation for the family service case.
 - (2) The 4-month FAIR meeting will focus on the case plan that was implemented at the dispositional hearing. This meeting will assess the progress made in achieving reunification, the case plan goals, what current barriers are present that may prevent the case plan from being achieved, and assessing the appropriateness of the current placement and that the concurrent plan is also appropriate.
 - (3) The 10-month FAIR meeting will place great emphasis on the achievement of the current permanency plan and the concurrent permanency plan. Focus will continue to be on the progress towards reunification and removing any barriers to achieving reunification. Furthermore, in the event reunification cannot or does not occur, discussions must continue about the concurrent plan. It is important to also assess that all reasonable efforts are being made to achieve the permanency plan for this case. If not, what efforts will be made to ensure this is happening before the permanency hearing occurs?
 - (4) Post-permanency FAIR meetings (excluding APPLA cases) will continue to provide intense focus on the permanency plan implemented at the permanency hearing (i.e. reunification with an extension, TPR/adoption, guardianship with a relative), and what barriers are present, if any, to achieving this permanency goal. If reunification is not the current permanency goal, assess what the most appropriate level of involvement should be for the parents. Is reunification still an appropriate permanency goal? If reunification is the goal after the permanency hearing, is it still the most appropriate goal? Should the concurrent goal be recommended as the primary permanency goal?

- (5) Post-permanency FAIR meetings (APPLA cases) should focus on the plan for the youth upon exiting out-of-home care. Are the necessary supports in place for the youth and family, if applicable? Where is the youth going to reside after out-of-home care? Is this the most appropriate and feasible plan? Discuss how the youth will be able to support their living arrangement? Is the youth in the least restrictive placement? Even though it is no longer the primary permanency plan, is reunification a possibility at this point? Are the parents and/or the youth's connections in the best interest of the youth? Is APPLA the most appropriate permanency plan?
- (m) With the exception of the 10-day meeting, a written notice of the date, time, place, and purpose of the FAIR meeting (Form 2272 and Form 2272A) must be sent, via mail or email, at least 10 calendar days prior to the meeting to the following individuals;
- (1) The child/youth's parents;
 - (2) The youth;
 - (3) Other family members, supportive friends, clergy, or others;
 - (4) The child/youth's foster parents or relative caregivers;
 - (5) The residential care provider;
 - (6) The child/youth's attorney, guardian ad litem, or Court Appointed Special Advocate (CASA) who has been appointed by the court of jurisdiction;
 - (7) The child/youth's surrogate parent as defined by RSA 186-C:14;
 - (8) The special education directors from the sending and receiving school districts if the child/youth has been identified as educationally disabled as defined by RSA 186-C: 2 I, and pursuant to "sending" and "receiving" districts, as defined by RSA 193:27;
 - (9) The child/youth's behavioral health therapist;
 - (10) The service providers; and
 - (11) Other involved professionals, as determined by the case plan.
- (n) DCYF does not provide financial reimbursement for review time, travel time, or mileage expenses for any of the invited participants.
- (o) The child or youth, regardless of age, is invited to attend and participate in an age appropriate manner;
- (p) Extensive efforts (on-going contact, flexible scheduling, etc.) must be made to ensure that the parents and/or child/youth are able to attend the FAIR meeting.
- (q) If the parents and/or child/youth do not attend, the FAIR meeting must still be held to review the case.
- (r) When more than one child/youth in the family needs to have a FAIR meeting within the same timeframe, all the children and youth may be reviewed during the same meeting, but one Form 2272B must be completed for each child/youth.

- (s) If a parent or child/youth is not fluent in English, the service of an interpreter must be arranged by the CPSW or JPPO, and DCYF pays the expense incurred for the interpreter.
- (t) The FAIR meeting may be held at the family's home, district office, a residential treatment facility, a school, or another setting that is mutually agreeable to the participants.
- (u) FAIR Meetings:
 - (1) Must be facilitated by an independent, trained individual that has no responsibility for the case management or the delivery of services to, either the child/youth or the parents;
 - (2) May be coordinated with court reviews and other case planning conferences, such as treatment team meetings at residential facilities, educational meetings at local schools, or behavioral health treatment team meetings, as appropriate;
 - (3) Must be a respectful, frank, open discussion conducted in an informal, inclusive manner;
 - (4) Must be focused on the issues described in part (e) above;
 - (5) Must be time-limited to approximately an hour, and
 - (6) Must be recorded on the "Family Assessment and Inclusive Reunification" (Form 2272B).
- (v) The facilitator has the responsibility and authority to manage the FAIR meeting process including:
 - (1) Convening and conducting the review in a manner to encourage discussion and participation while respecting the rights and culture of all participants;
 - (2) Providing an explanation of the purpose of the review;
 - (3) Providing an explanation of the participant's rights;
 - (4) Ensuring that the purpose of the review is carried out;
 - (5) Maintaining the focus of the participants on the case plan;
 - (6) Maintaining a time-limited discussion;
 - (7) Explaining confidentiality and that all information discussed is protected;
 - (8) Determining that the permanent plan and the evaluation of progress are consistent with the facts of the case as presented at the review;
 - (9) Determining that the tasks, services, timeframes, and child and family outcomes are appropriate for the permanent plan;
 - (10) Recommending modification or change in the case plan, when in the facilitator and family's judgment, the plan is insufficient based on information presented at the review and the recommendations do not conflict with the outstanding court order; and
 - (11) Providing a written report on the findings and recommendations;
- (w) The facilitator has no authority to change a case plan or other conditions that have been established by court order but may make recommendations to the participants.

- (x) The CPSW or JPPO responsibilities at the FAIR meetings are to:
 - (1) Present information regarding the problem that led the child/youth to go into out-of-home placement and to present the case plan, which was developed in collaboration with the family and is based on an assessment of child and family strengths and needs;
 - (2) Present information regarding the permanent plan, the tasks and services necessary to achieve reunification or the alternate permanent plan, and the anticipated date of completion;
 - (3) Report the status of the child/youth's placement, health, safety, well-being, and best interests;
 - (4) Report on the progress of the child/youth and/or parents to date toward changing the behaviors and conditions that require the child/youth to be in out-of-home placement; and
 - (5) Provide the rationale and supporting documents for the decisions and recommendations made to date for the information presented at the FAIR meetings.
- (y) Using the "Family Assessment and Inclusive Reunification" (Form 2272B), the facilitator records:
 - (1) The results of the FAIR meeting;
 - (2) Any recommended changes to the case plan;
 - (3) Whether consensus was reached regarding the recommended changes and if no consensus, a summary of the differing positions of the involved individuals;
 - (4) Any tasks, services, or programs to be completed and by whom;
 - (5) The projected date for completion of the tasks, or services, or programs, with the anticipated outcomes; and
 - (6) The signatures of the participants.
- (z) The CPSW or JPPO and District Office Supervisor are responsible for completing any actions necessary to satisfy the requirements for periodic FAIR meetings.
- (aa) The FAIR Steering Committee analyzes data and other findings that result from the case reviews. Team members include but are not limited to:
 - (1) The FAIR Program Supervisor;
 - (2) The Administrator of the Bureau of Well-being or Designee;
 - (3) The statewide Child Protection Services Administrator or Designee; and
 - (4) The statewide Juvenile Services Administrator or Designee.
- (bb) Written recommendations are provided to the DCYF Management Team, on a quarterly and annual basis that addresses case-specific and systemic findings, at the district, regional, and state levels.

Procedures

- (a) The CPSW or JPPO must:

- (1) For each child/youth who resides in out-of-home placement, enter case-specific data on the required screens of NH Bridges;
 - (2) Assure the "Address List for FAIR Review" (Form 2272D) is completed, or updated as necessary, to be used by the facilitator to notify individuals of scheduled FAIR Meetings.
 - (3) Determine the need for childcare, transportation, and/or interpreter services to enable family members to attend the review, and develop and implement a plan to secure the services.
 - (4) Participate in a telephone consultation or pre-review interview with the facilitator and the supervisor, if requested by the facilitator or the DCYF Supervisor to:
 - a. Discuss any complex, sensitive issues or case related challenges that may be raised at the review and share strategies for ensuring a productive review;
 - b. Determine the actions to be taken to bring cases without timely reviews into compliance; and
 - c. Determine the actions to be taken to resolve case barriers or other issues regarding case management, case practice, and/or service delivery.
 - (5) Attend the FAIR meeting and present the following information:
 - a. The case plan (Provide a copy of the case plan to the parents and other participants);
 - b. The continuing necessity for, safety of, and appropriateness of the placement;
 - c. The extent of compliance with the case plan;
 - d. Progress or lack of progress made in reducing or eliminating the problems that led to the child/youth's placement; and
 - e. A projected date at which time the child/youth may be returned and safely maintained at home, be placed for adoption or legal guardianship, or fulfill another permanent plan.
 - (6) Complete any follow-up actions in a timely manner, as agreed upon, to satisfy the requirements for periodic review.
- (b) The facilitator must:
- (1) Schedule the FAIR meetings per Policy;
 - a. The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
 - b. The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement.
 - c. The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
 - d. Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.

- (2) Notify the child/youth's parents and other involved individuals listed in Policy, part (m) of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting" (Form 2272A);
 - a. Form 2272A will be mailed to individuals at the addresses noted in "Address List for FAIR Review" (Form 2272D), and
 - b. Form 2272A will be mailed with a copy of the brochure "Family Assessment and Inclusive Reunification Program" (Form 2272).
- (3) In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges to verify that staff have scheduled the FAIR Meetings, the annual Judicial Permanency Planning Hearings were held within federal timeframes, and that written Notices of FAIR Meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy part (m).
- (4) In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
- (5) Review the case record and NH Bridges screens to determine the status of the case;
- (6) Conduct the FAIR meeting by completing the following tasks:
 - a. Facilitate introductions among the participants;
 - b. Explain the purpose of the meeting and the legal basis;
 - c. Explain the confidentiality requirements;
 - d. Discuss the review process;
 - e. Ensure a presentation of the case plan by the CPSW or JPPO;
 - f. Facilitate a thorough discussion of the case plan including the permanent plan and the progress or lack of progress to date, and the other elements identified in Policy, part (e); and
 - g. Focus the meeting on stage appropriate discussions by using the "Major Focus Points for FAIR Meetings" (Form 2272E);
- (7) Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
- (8) Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR)" (Form 2272B).
- (9) Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
- (10) Provide a copy of the action steps (page 2) of Form 2272B to the parents, child/youth, Permanency Worker, and other participants, as determined by the case plan, at the time of the review or mail the form to parents who did not attend within five working days of the review, and file a copy of the form in the case record or file;
- (11) Within 5 working days of the review, enter case-specific information onto the case review screens of NH Bridges; and

- (12) Offer the "Family Assessment and Inclusive Reunification Partnership Survey" (Form 2272C) at the conclusion of every case review and use the findings to improve the case review process and the outcomes.

PD 12-12

Effective Date: February 2012

DISTRIBUTION: A and C, CYF Manual
(CYF632)

Exhibit A-2

Name: _____
Bi-weekly Activity Breakdown

Bi-weekly Activity Breakdown shall be submitted with your bi-weekly hourly invoice (Exhibit B-1) to: Provider-Relations with a copy to the DCYF Family Assessment and Inclusive Reunification Program Manager via e-mail attachment

Week of: Xx/xx/xx- xx/xx/xx	Activity Description	# Hours	Week of: Xx/xx/xx- xx/xx/xx	Activity Description	# Hours
Monday	Example: Travel Fair Meeting	1.5 2	Monday		
Tuesday			Tuesday		
Wednesday			Wednesday		
Thursday			Thursday		
Friday			Friday		
Total hours			Total hours		

Enter your name

Enter start and end date of week in column 1 & 4

Description of activity performed in column 2 & 5

Enter number of hours for activity performed in column 3 & 6



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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) # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families, and (CFDA) # 93.645, Federal Agency Department of Health and Human Services, Stephanie Tubbs Jones Child Welfare Services Program for provision of services pursuant to Exhibit A, Scope of Services.
2. Payment for services shall be at a rate of twenty-one dollars and seventy cents (\$21.70) per hour, plus the cost of mileage.
 - 2.1. Hours are not to exceed one-hundred and thirty (130) hours per month for a total of one-thousand five-hundred and sixty (1560) hours per year.
 - 2.2. Total mileage amounts are not to exceed \$9,000 per year.
3. Payment for services shall be made as follows:
 - 3.1. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. Invoices identified in Exhibit B-1 and B-2 must be submitted not less than bi-weekly or no later than monthly to:

Attn: Fiscal Administrator
NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Exhibit B-1

NAME
ADDRESS
TOWN/CITY, STATE, ZIP CODE
Phone #:
e-mail address:

Invoice # Submitted to Provider Relations and copy the DCYF Family Assessment and Inclusive Reunification Program Manager via email:

FAIR FACILITATOR
REIMBURSEMENT BILLING FORM

HOURS WORKED

From	To	Hours Worked	Rate Per Hour	Total Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Grand Total Hours Worked:				\$

Provider:

SSN:

Provider Signature

Date Submitted- Via Email

Please confirm receipt of this invoice. Thank you.
IMPORTANT: PLEASE RUSH PAYMENT

NAME
ADDRESS
TOWN/CITY, STATE, ZIP CODE
Phone #:
e-mail address:

Invoice Submitted to: Provider-Relations and copy the DCYF Family Assessment and Inclusive Reunification Program Manager via e-mail attachment

Date	To	From	Total Mileage	Rate	Mileage reimbursement subtotal	Tolls	Total mileage & Tolls
Total							

SSN:

Date Submitted– Via Email

Contractor Initials CC
Date 5/9/14



SPECIAL PROVISIONS

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

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



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

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

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



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

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

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

NH Department of Health and Human Services

Exhibit C-2

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to 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

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: Cara Cargill

5/9/14
Date

Cara J Cargill
Name: Cara J Cargill
Title: FAIR facilitator



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: Cara Cargill

5/9/14
Date

Cara Cargill
Name: Cara J Cargill
Title: FAIR facilitator



**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 (l)(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: Cara Cargill

5/9/14
Date

Cara Cargill
Name: Cara J Cargill
Title: FAR facilitator



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Cara Cargill

5/9/14
Date

Cara Cargill
Name: Cara J Cargill
Title: FAIR facilitator



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: Cara Cargill

5/9/14
Date

Cara Cargill
Name: Cara Cargill
Title: FAIR facilitator



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.



Exhibit I

- l. "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.

(3) 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



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



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



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 DHHS
The State

Mary Ann Conway
Signature of Authorized Representative

Mary Ann Conway
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5/27/14
Date

Cara Cargill
Name of the Contractor

Cara Cargill
Signature of Authorized Representative

Individual Contractor
Name of Authorized Representative

Individual Contractor
Title of Authorized Representative

5/9/14
Date



**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: Cara Cargill

5/9/14
Date

Cara Cargill
Name: Cara Cargill
Title: FAIR-facilitator



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: N/A
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2014

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).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
INSURED Cara Cargill 25 Tadadump Rd. Holderness NH 03245	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	N	N	UDC-1455149-CGL-14	06/15/2014	06/15/2015	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	N	UDC-1455149-EO-14	06/15/2014	06/15/2015	Each Claim: \$250,000 Aggregate: \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Department of Health and Human Services
Attention: Ruth Eisman
Contracts and Procurement Unit
129 Pleasant St.
Concord, NH 03301

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

ACORD 25 (2010/05)

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Cara Cargill

PO Box 598, Holderness, NH 03245

(603) 707-6193, caracargill@gmail.com

ACCOMPLISHMENTS

Child and Family Services

Littleton, Conway & Berlin, NH

FAIR Facilitator

June 2013 - Present

- Convene regularly scheduled meetings between all parties involved in the removal of a child from the home with the goal of discussing what steps need to be taken to reunify with family or best new permanency plan.
- Complete FAIR reports to be given to social worker assigned to a given child.

NH Listens

Durham, NH

Facilitator

February 2013 - Present

- Serve as facilitator in small group dialogues on civic issues that matter.

Environmental Mediation Center

Concord, NH

Outreach Coordinator/Facilitator

October 2012 - Present

- Conduct educational outreach to agricultural organizations through presentations on services offered.
- Facilitate ongoing round table discussions on agricultural best practices to reduce water pollution.

Gunstock Ski Club

Gilford, NH

Volunteer Coordinator

August 2011 - Present

- Organize and ensure all racer families (200 people) volunteer to work 8 of the 16 races run by the Club.
- Create database to track work commitments claimed and completed.

Willoughby Ridge Farm, Inc.

Holderness, NH

Farm Manager & Riding Instructor

October 2007 to June 2012

- Expanded New York Mounted Unit boarding contract from 10 to 30 horses in Spring 2010; this increased the maximum revenue from \$651,852.00 to \$1,440,900 over the remaining 6 years of the contract.
- Manage daily operation of farm and team of 8 employees.
- Develop riding instruction program, ranging from 15-40 students depending on the season.
- Plan and implement yearly average farm budget of \$225,000.00, input bookkeeping in Peachtree.

Nirvana Stables

Johns Island, SC

Owner, Manager, Instructor, Trainer

August 2002 to October 2007

- Developed a 4-stall barn into a 22-stall equestrian facility from 2002 - 2005 while managing daily operations of stable and riding instruction program. There were 27 horses boarding and 30 active riding students.

Stono River Stable, LLC

Johns Island, SC

Riding Instructor

October 1997 to November 2002

- Adjunct Professor at the College of Charleston, Equestrian Studies, teaching 120 students per semester.
- Teach individual and group community lesson for children and adults. 30-40 students per week.

Keys Physician Hospital Alliance

Key West, FL

Credentialing Coordinator

August 1996 to September 1997

- Initiate and maintain credentialing files for close to 200 providers spanning the Florida Keys.
- Conduct site surveys on prospective KPHA provider members.
- Liaison between providers and contract personnel.
- Created database for KPHA to track provider contracts and credentialing information.

EDUCATION

Champlain College

Burlington, VT

2010-2012

Master of Mediation and Applied Conflict Studies

Mount Holyoke College

S. Hadley, MA

1989-1993

Bachelor of Political Science/Environmental Studies

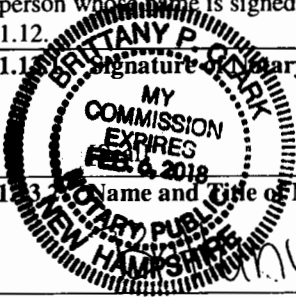
MEMBERSHIP/CONTINUING EDUCATION

- Membership: Association for Conflict Resolution (ACR) & National Coalition for Dialogue & Deliberation (NCDD)
- Power of Dialogue Workshop (Public Conversations Project) Watertown, MA June 2013
- Working It Out: Culture and Conflict Workshop Burlington, VT June 2012
- Certified Family Mediation Training (Neutral Ground, LLC) Gilford, NH July 2011

Subject: Family Assessment Inclusive Reunification Facilitators**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Sarah O'Reilly		1.4 Contractor Address 5 Sharon Drive Bow NH 03304	
1.5 Contractor Phone Number (603) 226-4804	1.6 Account Number 05-95-42-421010-29730000- 102-500734-42107306 05-95-42-421010-29680000- 102-500734-42106801	1.7 Completion Date 06-30-2016	1.8 Price Limitation \$74,704
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature <i>Sarah O'Reilly</i>		1.12 Name and Title of Contractor Signatory <i>Sarah O'Reilly - Independent Contractor</i>	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i> On <i>5/20/14</i> , 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.			
1.14 Signature of Notary Public or Justice of the Peace <i>Brittany P. Clark</i> 			
1.15 Name and Title of Notary or Justice of the Peace <i>Brittany Clark, Customer Service Representative</i>			
1.14 State Agency Signature <i>Mary Ann Cooney</i>		1.15 Name and Title of State Agency Signatory <i>Mary Ann Cooney</i> <i>Associate Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Dana J. Sullivan</i> Director, On: <i>6/6/14</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Ernest A. Reid</i> On: <i>6-3-14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Family Assessment and Inclusive Reunification
Exhibit A**



Scope of Services

1. Purpose

- 1.1 The purpose of Family Assessment and Inclusive Reunification (FAIR) is to include parents/caregivers, age-appropriate children/youth, and any welcoming supportive people identified by the family, in a solution-focused process together with DCYF and service providers. The primary goals for FAIR participants are to effectively plan for safety, permanency, and well-being. FAIR aims to empower families in their own decision-making immediately following the removal of their child(ren). Together, FAIR participants will identify strengths, needs and risk management strategies through case planning and goal development outlined in this policy. The FAIR process will continuously assess family needs and provide necessary support towards achieving permanency for the family. The FAIR process is designed to ensure the safety, permanency, and well-being for the children and youth served and is a critical component for the Division for Children, Youth and Families' continuous quality improvement processes.

2. Provisions Applicable to All Services

- 2.1 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.

3. Services to Be Provided

The Contractor will provide the following services:

- 3.1 Create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress;
- 3.2 Ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
- 3.3 Comply with federally required elements for FAIR meetings, as specified by the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272) and the Adoption and Safe Families Act of 1997 (P.L. 105-89). Titles IV-B Section 422 and IV-E Section 475(5) of the Social Security Act.;
- 3.4 Identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families;
- 3.5 Explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency;
- 3.6 Collaborate with the Division and case-specific multi-disciplinary teams to assess case status, identify potential resources and develop strategies for meeting the child's needs;
- 3.7 Conduct performance analysis on meeting procedures;

**New Hampshire Department of Health and Human Services
Family Assessment and Inclusive Reunification
Exhibit A**



- 3.8 Review and evaluate case progress in accordance with the Family Assessment and Inclusive Reunification (FAIR) policy (Exhibit A-1) to ensure the Division is in compliance;
- 3.9 Consult with Division staff to improve case progress and outcomes;
- 3.10 Help empower families in decision-making immediately following the removal of their child(ren);
- 3.11 Explain process goals, various roles and responsibilities of participants and maintain order and focus at FAIR meetings;
- 3.12 Reinforce to family and involved individuals the importance of attendance;
- 3.13 Maintain and provide a monthly FAIR meetings schedule to the Division;
- 3.14 Ensure FAIR meetings are scheduled per Policy (Exhibit A-1):
 - 3.14.1 The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement;
 - 3.14.2 The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement;
 - 3.14.3 The subsequent review must occur within 4 months of the child or youth entering out-of-home placement; and
 - 3.14.4 Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
- 3.15 Notify the child/youth's parents and other involved individuals listed, in Policy (Exhibit A-1), part (m) of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting". The Contractor will mail the "Invitation to FAIR Meeting":
 - 3.15.1 To individuals at the addresses noted in "Address List for FAIR Review", and;
 - 3.15.2 With a copy of the "Family Assessment and Inclusive Reunification Program" brochure.
- 3.16 In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges (Division for Children, Youth and Families' computer program) to verify that staff have scheduled the FAIR Meetings, the annual Judicial Permanency Planning Hearings were held within federal timeframes, and that written Notices of FAIR Meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy (Exhibit A-1);
- 3.17 In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
- 3.18 Review the case record and NH Bridges (Division for Children, Youth and Families' computer program) screens to determine the status of the case;
- 3.19 Conduct the FAIR meeting by completing the following tasks:
 - 3.19.1 Facilitate introductions among the participants;

**New Hampshire Department of Health and Human Services
Family Assessment and Inclusive Reunification
Exhibit A**



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- 3.19.2 Explain the purpose of the meeting and the legal basis;
 - 3.19.3 Explain the confidentiality requirements;
 - 3.19.4 Discuss the review process;
 - 3.19.5 Ensure a presentation of the case plan by the CPSW or JPPO;
 - 3.19.6 Facilitate a thorough discussion of the case plan including the permanent plan and the progress or lack of progress to date, and the other elements identified in Policy, (Exhibit A-1); and
 - 3.19.7 Focus the meeting on appropriate discussions by using the "Major Focus Points for FAIR Meetings";
 - 3.20 Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
 - 3.21 Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR) form";
 - 3.22 Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
 - 3.23 Provide a copy of the action steps to the parents, child/youth, Permanency Worker, and other participants, as determined by the case plan, at the time of the review or mail the form to parents who did not attend within five (5) working days of the review, and file a copy of the form in the case record or file;
 - 3.24 Within five (5) working days of the review, enter case-specific information into the case review screens of NH Bridges; and
 - 3.25 Offer the "Family Assessment and Inclusive Reunification Partnership Survey" at the conclusion of every case review and use the findings to improve the case review process and the outcomes.
 - 3.26 Complete and submit the Bi-weekly Activity Breakdown form (Exhibit A-2) with forms identified in Exhibit B 3.2 not less than bi-weekly or no later than monthly.

632 Family Assessment and Inclusive Reunification Reviews (FAIR)

Philosophy

All children and youth need and deserve a permanent family. Permanency planning for children and youth begins at the time of removal and continues until a permanency plan is achieved. Engaging families and youth in decisions about permanency, safety and well-being increases the likelihood of a successful permanent plan through a process that builds trust and embraces transparency. FAIR is an additional case planning opportunity that encourages partnership, mutual respect and empathy for families experiencing challenging circumstances. Additionally, FAIR provides an opportunity to celebrate a family's accomplishments and goal attainment. This approach encourages forward progress in the timely achievement of permanency for children and families.

Purpose

The purpose of FAIR is to include parents/caregivers, age-appropriate children/youth, and any welcoming supportive people identified by the family, in a solution-focused process together with DCYF and service providers. The primary goals for FAIR participants are to effectively plan for safety, permanency, and well-being. FAIR aims to empower families in their own decision-making immediately following the removal of their child(ren). Together, FAIR participants will identify strengths, needs and risk management strategies through case planning and goal development outlined in this policy. The FAIR process will continuously assess family needs and provide necessary support towards achieving permanency for the family.

Definitions

- (a) "Case Plan" means a document that is developed jointly within 60 days from date of removal by the CPSW or JPPO, the parents, and the child/youth, as appropriate, that describes the type, necessity, safety and appropriateness of placement, the needs and services required by the child/youth, parents, and resource parents, the individuals responsible for delivering the services or completing the tasks, the dates for completion, and the anticipated child/youth and family outcomes. The case plan guides all participants towards achieving the permanent plan for the child/youth.
- (b) "Children for whom DCYF has Placement and Care Responsibility" means individuals, ages birth through 21 for whom DCYF has temporary protective custody, legal supervision, custody, or guardianship pursuant to RSA 169-C, 170-B, 170-C, and 463, or who DJJS has custody pursuant to RSA 169-B and 169-D for the purposes of placement, excluding youth committed to the Sununu Youth Services Center (SYSC) or incarcerated at any other secure facility where they are awaiting disposition by the court of jurisdiction.
- (c) "Close proximity to parents" means a placement nearest the home community or residence of the child/youth's parents or legal guardian that is consistent with the child or youth's best interest and special needs. The following factors are included in determining the placement: (1) the ease with which the child/youth and family may visit each other; and (2) the availability of services the child/youth may require.
- (d) "Concurrent Plan" means the alternate plan for the child/youth in out-of-home placement, which will achieve another permanent plan if reunification with a parent is not possible.
- (e) "Family Assessment and Inclusive Reunification (FAIR) Meeting" or "Case Review" means a review of the status of the case including the case plan, the child/youth's safety, well-being, and plans for permanency.
 - (1) "10 Day Meeting" means the FAIR meeting held 10 days after a child/youth has entered an out-of-home placement through a Child Protective Services intervention;

- (2) "30 Day Meeting" means the FAIR meeting held 30 days after a youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Juvenile Justice Services case;
- (3) "4 Month Meeting" means the FAIR meeting held 4 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case; and
- (4) "10 Month Meeting" means the FAIR meeting held 10 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case.
- (f) "Permanency Facilitator" or "Facilitator" means a trained, independent contracted individual who is responsible for conducting the FAIR Case Review.
- (g) "FAIR Case Review Program Supervisor" means the Contract Supervisor responsible for the management and oversight of the FAIR Program.
- (h) "FAIR Steering Committee" means a group of individuals, chaired by the Administrator of the Bureau of Well-being or Designee, and including at a minimum the statewide Child Protection Services Administrator or Designee, the statewide Juvenile Services Administrator or Designee, and the FAIR Program Supervisor who evaluate data and other findings from the FAIR program and submit recommendations to the DCYF/DJJS Management Team.
- (i) "Out-of-Home Placement" means the 24-hour care of children or youth who must live apart from their parents and includes care at resource homes, relative homes, pre-adoptive homes, and residential facilities including group homes, educational, psychiatric or physical health-related facilities.
- (j) "Parents" means the child/youth's birth or adoptive parents, stepparents, or legal guardians, as established by state law.
- (k) "Permanency" means that a child has a safe, stable environment. This creates a life-long relationship with a nurturing caregiver to establish the foundation for a child's healthy development.
- (l) "Permanent Plan" means the desired outcome of interventions and services, which is determined to be consistent with the health, safety, well-being, and best interest of the child/youth. Permanent plans may include reunification, adoption, legal guardianship, permanent placement with a fit and willing relative, or another planned permanent living arrangement when the CPSW or JPPO documents a compelling reason for establishing such a plan.
- (m) "Placement in the least restrictive setting and most appropriate setting " means the most family-like setting that can meet the child/youth's needs.
- (n) "Reasonable Efforts" means measurable actions taken by DCYF staff and service providers to prevent a child/youth's placement, or to return a child/youth to his or her family, or to achieve another permanent plan for the child/youth.
- (o) "Surrogate Parent" means a person appointed to act as a child/youth's advocate in place of the child/youth's parents or guardians in the educational decision-making process pursuant to RSA 186-C:14 II(a).

- (p) "Sununu Youth Services Center (SYSC)" means the architecturally secure juvenile treatment facility administered by the Department of Health and Human Services.

Policy

- (a) The objectives of the FAIR meetings are:
- (1) To create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress.
 - (2) To ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
 - (3) To ensure compliance with the federally required elements for periodic case review, as specified by the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272), the Adoption and Safe Families Act of 1997 (P.L. 105-89), and regulations resulting there from (Titles IV-B, Section 422 and IV-E, Section 475(5) of the Social Security Act);
 - (4) To identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families; and
 - (5) To explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency.
- (b) FAIR Reviews must be held for:
- (1) Every child/youth in an out-of-home placement;
 - (2) Each child/youth up to the age of 21 who remains in out-of-home placement;
 - (3) Each child/youth who runs away from placement, regardless of the child/youth's runaway status for up to a period of 6 months from the date of the runaway incident;
 - (4) Each child/youth whose parents' rights have been legally terminated, until adoption or another permanent plan has been completed; and
 - (5) Each child/youth up to the age of 21 who is under the co-guardianship of DCYF and a foster parent, relative or other designated individual.
- (c) FAIR meetings are not required for youth who are at SYSC or in shelter care.
- (d) For youth who have been at SYSC or in shelter care and then discharged to a placement, a FAIR review must be held no later than 30 calendar days from the date of discharge.
- (e) Case plan development and review at the FAIR meetings must assist parents to develop and implement their case plan and permanency plan which includes:
- (1) Identify the permanency goals with the family. The primary goal before the permanency hearing is reunification. The concurrent goal should be an agreed upon alternate plan to achieve another permanent plan if reunification with a parent is not possible
 - (2) Addressing the child/youth's safety in the out-of-home placement and the safety of all children and youth who may be at home;

- (3) Describing clearly the problem that led the child/youth to go into an out-of-home placement and allow parents and youth (if appropriate) the opportunity to explain their perspective and determining progress made toward alleviating or mitigating the need for out-of-home care;
- (4) Identifying with the family their strengths and needs;
- (5) Describing the progress made in achieving the case plan goals, including agency efforts to meet with the family (including youth) face-to-face to work on the case plan;
- (6) Describing the need for ongoing out-of-home placement and the appropriateness of this placement. When doing this, please consider services provided and their effectiveness;
- (7) Identifying relatives and others who are natural connections and supports to the child/youth;
- (8) Identifying the permanency plan and concurrent plan and projected date of completion. Additionally, assess any barriers to completing case plan and discuss a plan to overcome these barriers;
- (9) Assuring that the parents and child/youth (if participating in the planning) are involved and collaborating in the development and implementation of the case plan;
- (10) Reviewing the frequency and quality of child/youth visits with parents, siblings, relatives, and natural connections;
- (11) Discussing the appropriateness of the visitation plan and assess any changes that need to be made (i.e. changing visitation from supervised to unsupervised);
- (12) Reviewing the well-being needs of the parents and children/youth including a review of medical, dental and social needs;
- (13) Reviewing educational needs, including
 - a. Review of child/youth's educational placement being stable, appropriate, and in the child/youth's best interest;
 - b. Proximity of the placement and the school, and efforts to maintain the child/youth enrolled in the school if placed in a town outside the school's catchment zone; and
 - c. Provision of educational records by the sending school district if the child/youth is unable to be maintained in their school of origin.
- (14) Immediate enrollment of children and youth in a new school when not continuing in their school of origin;
- (15) Reviewing child/youth's school progress;
- (16) Identifying behavioral health needs including trauma identification and treatment;
- (17) Reviewing adult living preparation plan for youth (14 and older in DCYF; 16 and older in DJJS);
- (18) Reviewing 90-day youth transition plan (for youth 17.75 years of age, and, if applicable, again 3 months prior to discharge);
- (19) Reviewing Aftercare Plan for youth 17 and older in DCYF; and

- (20) Reviewing CPSW or JPPO child/youth visits and outcomes.
- (f) The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
 - (g) The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement.
 - (h) The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
 - (i) Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
 - (j) If the meeting schedule is interrupted, the FAIR meeting must be held as soon as possible, but no later than 30 calendar days after the scheduled meeting date.
 - (k) If the child/youth goes on a trial home visit with their parents, the FAIR meeting schedule continues, unless it is clear the child/youth will not return to an out-of-home placement.
 - (l) While each FAIR meeting will discuss the topics listed in Section (e) above, the focus of each FAIR meeting may differ, depending upon the timeframe of the meeting as described below and noted in the "Major Focus Points for FAIR Meetings" (Form 2272E):
 - (1) The 10-day and 30-day FAIR meeting will have a strong focus on the reasons the child/youth entered placement and what barriers need to be alleviated in order for the child/youth to return home. This meeting serves as the foundation towards achieving positive family engagement by ensuring that the family is involved in the case planning process and that the family receives the necessary services through the case planning process. Working with the team to facilitate appropriate parent/child/youth visitation plans and that the appropriate family connections are involved in the case is important at this meeting. This meeting sets the foundation for the family service case.
 - (2) The 4-month FAIR meeting will focus on the case plan that was implemented at the dispositional hearing. This meeting will assess the progress made in achieving reunification, the case plan goals, what current barriers are present that may prevent the case plan from being achieved, and assessing the appropriateness of the current placement and that the concurrent plan is also appropriate.
 - (3) The 10-month FAIR meeting will place great emphasis on the achievement of the current permanency plan and the concurrent permanency plan. Focus will continue to be on the progress towards reunification and removing any barriers to achieving reunification. Furthermore, in the event reunification cannot or does not occur, discussions must continue about the concurrent plan. It is important to also assess that all reasonable efforts are being made to achieve the permanency plan for this case. If not, what efforts will be made to ensure this is happening before the permanency hearing occurs?
 - (4) Post-permanency FAIR meetings (excluding APPLA cases) will continue to provide intense focus on the permanency plan implemented at the permanency hearing (i.e. reunification with an extension, TPR/adoption, guardianship with a relative), and what barriers are present, if any, to achieving this permanency goal. If reunification is not the current permanency goal, assess what the most appropriate level of involvement should be for the parents. Is reunification still an appropriate permanency goal? If reunification is the goal after the permanency hearing, is it still the most appropriate goal? Should the concurrent goal be recommended as the primary permanency goal?

- (5) Post-permanency FAIR meetings (APPLA cases) should focus on the plan for the youth upon exiting out-of-home care. Are the necessary supports in place for the youth and family, if applicable? Where is the youth going to reside after out-of-home care? Is this the most appropriate and feasible plan? Discuss how the youth will be able to support their living arrangement? Is the youth in the least restrictive placement? Even though it is no longer the primary permanency plan, is reunification a possibility at this point? Are the parents and/or the youth's connections in the best interest of the youth? Is APPLA the most appropriate permanency plan?
- (m) With the exception of the 10-day meeting, a written notice of the date, time, place, and purpose of the FAIR meeting (Form 2272 and Form 2272A) must be sent, via mail or email, at least 10 calendar days prior to the meeting to the following individuals:
 - (1) The child/youth's parents;
 - (2) The youth;
 - (3) Other family members, supportive friends, clergy, or others;
 - (4) The child/youth's foster parents or relative caregivers;
 - (5) The residential care provider;
 - (6) The child/youth's attorney, guardian ad litem, or Court Appointed Special Advocate (CASA) who has been appointed by the court of jurisdiction;
 - (7) The child/youth's surrogate parent as defined by RSA 186-C:14;
 - (8) The special education directors from the sending and receiving school districts if the child/youth has been identified as educationally disabled as defined by RSA 186-C: 2 I, and pursuant to "sending" and "receiving" districts, as defined by RSA 193:27;
 - (9) The child/youth's behavioral health therapist;
 - (10) The service providers; and
 - (11) Other involved professionals, as determined by the case plan.
- (n) DCYF does not provide financial reimbursement for review time, travel time, or mileage expenses for any of the invited participants.
- (o) The child or youth, regardless of age, is invited to attend and participate in an age appropriate manner;
- (p) Extensive efforts (on-going contact, flexible scheduling, etc.) must be made to ensure that the parents and/or child/youth are able to attend the FAIR meeting.
- (q) If the parents and/or child/youth do not attend, the FAIR meeting must still be held to review the case.
- (r) When more than one child/youth in the family needs to have a FAIR meeting within the same timeframe, all the children and youth may be reviewed during the same meeting, but one Form 2272B must be completed for each child/youth.

- (s) If a parent or child/youth is not fluent in English, the service of an interpreter must be arranged by the CPSW or JPPO, and DCYF pays the expense incurred for the interpreter.
- (t) The FAIR meeting may be held at the family's home, district office, a residential treatment facility, a school, or another setting that is mutually agreeable to the participants.
- (u) FAIR Meetings:
 - (1) Must be facilitated by an independent, trained individual that has no responsibility for the case management or the delivery of services to, either the child/youth or the parents;
 - (2) May be coordinated with court reviews and other case planning conferences, such as treatment team meetings at residential facilities, educational meetings at local schools, or behavioral health treatment team meetings, as appropriate;
 - (3) Must be a respectful, frank, open discussion conducted in an informal, inclusive manner;
 - (4) Must be focused on the issues described in part (e) above;
 - (5) Must be time-limited to approximately an hour, and
 - (6) Must be recorded on the "Family Assessment and Inclusive Reunification" (Form 2272B).
- (v) The facilitator has the responsibility and authority to manage the FAIR meeting process including:
 - (1) Convening and conducting the review in a manner to encourage discussion and participation while respecting the rights and culture of all participants;
 - (2) Providing an explanation of the purpose of the review;
 - (3) Providing an explanation of the participant's rights;
 - (4) Ensuring that the purpose of the review is carried out;
 - (5) Maintaining the focus of the participants on the case plan;
 - (6) Maintaining a time-limited discussion;
 - (7) Explaining confidentiality and that all information discussed is protected;
 - (8) Determining that the permanent plan and the evaluation of progress are consistent with the facts of the case as presented at the review;
 - (9) Determining that the tasks, services, timeframes, and child and family outcomes are appropriate for the permanent plan;
 - (10) Recommending modification or change in the case plan, when in the facilitator and family's judgment, the plan is insufficient based on information presented at the review and the recommendations do not conflict with the outstanding court order; and
 - (11) Providing a written report on the findings and recommendations;
- (w) The facilitator has no authority to change a case plan or other conditions that have been established by court order but may make recommendations to the participants.

- (x) The CPSW or JPPO responsibilities at the FAIR meetings are to:
 - (1) Present information regarding the problem that led the child/youth to go into out-of-home placement and to present the case plan, which was developed in collaboration with the family and is based on an assessment of child and family strengths and needs;
 - (2) Present information regarding the permanent plan, the tasks and services necessary to achieve reunification or the alternate permanent plan, and the anticipated date of completion;
 - (3) Report the status of the child/youth's placement, health, safety, well-being, and best interests;
 - (4) Report on the progress of the child/youth and/or parents to date toward changing the behaviors and conditions that require the child/youth to be in out-of-home placement; and
 - (5) Provide the rationale and supporting documents for the decisions and recommendations made to date for the information presented at the FAIR meetings.
- (y) Using the "Family Assessment and Inclusive Reunification" (Form 2272B), the facilitator records:
 - (1) The results of the FAIR meeting;
 - (2) Any recommended changes to the case plan;
 - (3) Whether consensus was reached regarding the recommended changes and if no consensus, a summary of the differing positions of the involved individuals;
 - (4) Any tasks, services, or programs to be completed and by whom;
 - (5) The projected date for completion of the tasks, or services, or programs, with the anticipated outcomes; and
 - (6) The signatures of the participants.
- (z) The CPSW or JPPO and District Office Supervisor are responsible for completing any actions necessary to satisfy the requirements for periodic FAIR meetings.
- (aa) The FAIR Steering Committee analyzes data and other findings that result from the case reviews. Team members include but are not limited to:
 - (1) The FAIR Program Supervisor;
 - (2) The Administrator of the Bureau of Well-being or Designee;
 - (3) The statewide Child Protection Services Administrator or Designee; and
 - (4) The statewide Juvenile Services Administrator or Designee.
- (bb) Written recommendations are provided to the DCYF Management Team, on a quarterly and annual basis that addresses case-specific and systemic findings, at the district, regional, and state levels.

Procedures

- (a) The CPSW or JPPO must:

- (1) For each child/youth who resides in out-of-home placement, enter case-specific data on the required screens of NH Bridges;
 - (2) Assure the "Address List for FAIR Review" (Form 2272D) is completed, or updated as necessary, to be used by the facilitator to notify individuals of scheduled FAIR Meetings.
 - (3) Determine the need for childcare, transportation, and/or interpreter services to enable family members to attend the review, and develop and implement a plan to secure the services.
 - (4) Participate in a telephone consultation or pre-review interview with the facilitator and the supervisor, if requested by the facilitator or the DCYF Supervisor to:
 - a. Discuss any complex, sensitive issues or case related challenges that may be raised at the review and share strategies for ensuring a productive review;
 - b. Determine the actions to be taken to bring cases without timely reviews into compliance; and
 - c. Determine the actions to be taken to resolve case barriers or other issues regarding case management, case practice, and/or service delivery.
 - (5) Attend the FAIR meeting and present the following information:
 - a. The case plan (Provide a copy of the case plan to the parents and other participants);
 - b. The continuing necessity for, safety of, and appropriateness of the placement;
 - c. The extent of compliance with the case plan;
 - d. Progress or lack of progress made in reducing or eliminating the problems that led to the child/youth's placement; and
 - e. A projected date at which time the child/youth may be returned and safely maintained at home, be placed for adoption or legal guardianship, or fulfill another permanent plan.
 - (6) Complete any follow-up actions in a timely manner, as agreed upon, to satisfy the requirements for periodic review.
- (b) The facilitator must:
- (1) Schedule the FAIR meetings per Policy;
 - a. The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
 - b. The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement.
 - c. The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
 - d. Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.

- (2) Notify the child/youth's parents and other involved individuals listed in Policy, part (m) of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting" (Form 2272A);
 - a. Form 2272A will be mailed to individuals at the addresses noted in "Address List for FAIR Review" (Form 2272D), and
 - b. Form 2272A will be mailed with a copy of the brochure "Family Assessment and Inclusive Reunification Program" (Form 2272).
- (3) In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges to verify that staff have scheduled the FAIR Meetings, the annual Judicial Permanency Planning Hearings were held within federal timeframes, and that written Notices of FAIR Meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy part (m).
- (4) In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
- (5) Review the case record and NH Bridges screens to determine the status of the case;
- (6) Conduct the FAIR meeting by completing the following tasks:
 - a. Facilitate introductions among the participants;
 - b. Explain the purpose of the meeting and the legal basis;
 - c. Explain the confidentiality requirements;
 - d. Discuss the review process;
 - e. Ensure a presentation of the case plan by the CPSW or JPPO;
 - f. Facilitate a thorough discussion of the case plan including the permanent plan and the progress or lack of progress to date, and the other elements identified in Policy, part (e); and
 - g. Focus the meeting on stage appropriate discussions by using the "Major Focus Points for FAIR Meetings" (Form 2272E);
- (7) Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
- (8) Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR)" (Form 2272B).
- (9) Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
- (10) Provide a copy of the action steps (page 2) of Form 2272B to the parents, child/youth, Permanency Worker, and other participants, as determined by the case plan, at the time of the review or mail the form to parents who did not attend within five working days of the review, and file a copy of the form in the case record or file;
- (11) Within 5 working days of the review, enter case-specific information onto the case review screens of NH Bridges; and

- (12) Offer the "Family Assessment and Inclusive Reunification Partnership Survey" (Form 2272C) at the conclusion of every case review and use the findings to improve the case review process and the outcomes.

PD 12-12

Effective Date: February 2012

DISTRIBUTION: A and C, CYF Manual
(CYF632)

Exhibit A-2

Name: Bi-weekly Activity Breakdown

Bi-weekly Activity Breakdown shall be submitted with your bi-weekly hourly invoice (Exhibit B-1) to: Provider-Relations with a copy to the DCYF Family Assessment and Inclusive Reunification Program Manager via e-mail attachment

Week of: Xx/xx/xx- xx/xx/xx	Activity Description	# Hours	Week of: Xx/xx/xx- xx/xx/xx	Activity Description	# Hours
Monday	Example: Travel Fair Meeting	1.5 2	Monday		
Tuesday			Tuesday		
Wednesday			Wednesday		
Thursday			Thursday		
Friday			Friday		
Total hours			Total hours		

Enter your name

Enter start and end date of week in column 1 & 4

Description of activity performed in column 2 & 5

Enter number of hours for activity performed in column 3 & 6

Contractor Initials SOR
Date 5/20/14



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) # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families, and (CFDA) # 93.645, Federal Agency Department of Health and Human Services, Stephanie Tubbs Jones Child Welfare Services Program for provision of services pursuant to Exhibit A, Scope of Services.
2. Payment for services shall be at a rate of twenty-one dollars and seventy cents (\$21.70) per hour, plus the cost of mileage.
 - 2.1. Hours are not to exceed one-hundred and thirty (130) hours per month for a total of one-thousand five-hundred and sixty (1560) hours per year.
 - 2.2. Total mileage amounts are not to exceed \$3,500 per year.
3. Payment for services shall be made as follows:
 - 3.1. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. Invoices identified in Exhibit B-1 and B-2 must be submitted not less than bi-weekly or no later than monthly to:

Attn: Fiscal Administrator
NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Exhibit B-1

NAME
ADDRESS
TOWN/CITY, STATE, ZIP CODE
Phone #:
e-mail address:

Invoice # Submitted to Provider Relations and copy the DCYF Family Assessment and Inclusive Reunification Program Manager via email:

FAIR FACILITATOR
REIMBURSEMENT BILLING FORM

HOURS WORKED

From	To	Hours Worked	Rate Per Hour	Total Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Grand Total Hours Worked:				\$

Provider:

SSN:

Provider Signature

Date Submitted- Via Email

Please confirm receipt of this invoice. Thank you.
IMPORTANT: PLEASE RUSH PAYMENT

Exhibit B-2

NAME
ADDRESS
TOWN/CITY, STATE, ZIP CODE
Phone #:
e-mail address:

TRAVEL EXPENSES

Invoice Submitted to: Provider-Relations and copy the DCYF Family Assessment and Inclusive Reunification Program Manager via e-mail attachment

Date	To	From	Total Mileage	Rate	Mileage reimbursement subtotal	Tolls	Total mileage & Tolls
Total							

Provider:

SSN:

Provider Signature

Date Submitted– Via Email



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 fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

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



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

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

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

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to 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

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:

5/20/14
Date

Sarah O'Reilly Sarah O'Reilly
Name: Sarah O'Reilly
Title: Independent Contractor

Contractor Initials SOR
Date 5/20/14



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

5/20/14
Date

Sarah O'Reilly
Name: Sarah O'Reilly
Title: Independent Contractor

SO R

5/20/14



**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

New Hampshire Department of Health and Human Services
Exhibit F



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 (l)(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:

5/20/14
Date

Sarah O'Reilly
Name: Sarah O'Reilly
Title: Independent Contractor

Contractor Initials SOF
Date 5/20/14



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:

5/20/14
Date

Sarah O'Reilly
Name: Sarah O'Reilly
Title: Independent Contractor



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:

5/20/14
Date

Sarah O'Reilly
Name: *Sarah O'Reilly*
Title: *Independent Contractor*



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.

SOR

5/20/14



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.

(3) 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



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



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



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 DHHS
The State

[Signature]
Signature of Authorized Representative

MARY Ann Cooney
Name of Authorized Representative

Associate Counselor
Title of Authorized Representative

5/27/14
Date

Sarah O'Reilly
Name of the Contractor

[Signature]
Signature of Authorized Representative

Sarah O'Reilly
Name of Authorized Representative

Independent Contractor
Title of Authorized Representative

5/20/14
Date



**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.

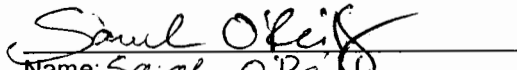
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:

5/20/14
Date


Name: Sarah O'Reilly
Title: Independent contractor

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: N/A
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

✓ NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2014

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).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com																					
INSURED Sarah O'Reilly 5 Sharon Drive Bow NH 03304-4325	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
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INSURER D:																						
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INSURER F:																						

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	N	N	UDC-1455382-CGL-14	06/18/2014	06/18/2015	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$
	☐ DED ☐ RETENTION \$						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

State of New Hampshire
Health and Human Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

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

Sarah O'Reilly
5 Sharon Drive
Bow, New Hampshire 03304
603-226-4804

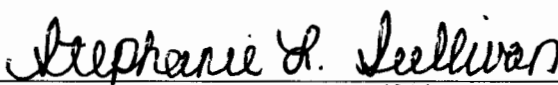
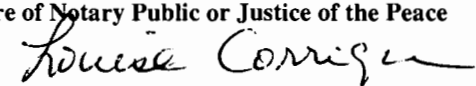
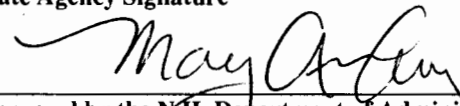
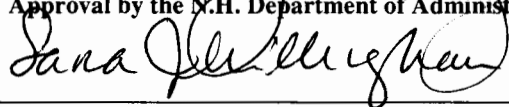
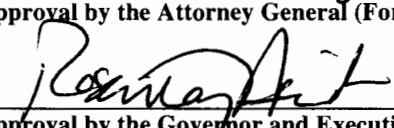
	Employment
2013 – Present	Child and Family Services Manchester, New Hampshire FAIR Facilitator
2011 – 2013	Child and Family Services Concord, New Hampshire Foster Care Recruiter
2008 – 2011	Child and Family Services Manchester, New Hampshire Infant Adoption Training Director
2000 – Present	Child and Family Services Manchester, New Hampshire Adoption Contract Worker – Adoption Home Studies
1997 – 2000	Child and Family Services Concord New Hampshire Pregnancy Counselor
1995 – 1997	Child and Family Services Manchester & Concord NH Family Therapist/ Pregnancy Counselor
1993 – 1995	Epworth Children's Home Webster Groves, Missouri Social Worker
	Education
1988 – 1990	University of Missouri - MSW Columbia, MO
1984 – 1988	University of Missouri - BES (Counseling Psychology) Columbia, MO

Licensed Independent Clinical Social Worker (LICSW) NH 613

Subject: Family Assessment Inclusive Reunification Facilitators**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Stephanie Sullivan dba Stephanie's Better Together Consulting Services LLC		1.4 Contractor Address 10 Iris Road Milford NH 03055	
1.5 Contractor Phone Number (603) 305-6838	1.6 Account Number 05-95-42-421010-29730000- 102-500734-42107306 05-95-42-421010-29680000- 102-500734-42106801	1.7 Completion Date 06-30-2016	1.8 Price Limitation \$100,272
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Stephanie L. Sullivan FAIR Facilitator	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5-14-14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] LOUISE CORRIGAN, Justice of the Peace My Commission Expires February 6, 2018			
1.13.2 Name and Title of Notary or Justice of the Peace Louise Corrigan			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Corrigan Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>6/6/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-3-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			


 5/14/2014

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Purpose

- 1.1 The purpose of Family Assessment and Inclusive Reunification (FAIR) is to include parents/caregivers, age-appropriate children/youth, and any welcoming supportive people identified by the family, in a solution-focused process together with DCYF and service providers. The primary goals for FAIR participants are to effectively plan for safety, permanency, and well-being. FAIR aims to empower families in their own decision-making immediately following the removal of their child(ren). Together, FAIR participants will identify strengths, needs and risk management strategies through case planning and goal development outlined in this policy. The FAIR process will continuously assess family needs and provide necessary support towards achieving permanency for the family. The FAIR process is designed to ensure the safety, permanency, and well-being for the children and youth served and is a critical component for the Division for Children, Youth and Families' continuous quality improvement processes.

2. Provisions Applicable to All Services

- 2.1 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.

3. Services to Be Provided

The Contractor will provide the following services:

- 3.1 Create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress;
- 3.2 Ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
- 3.3 Comply with federally required elements for FAIR meetings, as specified by the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272) and the Adoption and Safe Families Act of 1997 (P.L. 105-89). Titles IV-B Section 422 and IV-E Section 475(5) of the Social Security Act.;
- 3.4 Identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families;
- 3.5 Explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency;
- 3.6 Collaborate with the Division and case-specific multi-disciplinary teams to assess case status, identify potential resources and develop strategies for meeting the child's needs;
- 3.7 Conduct performance analysis on meeting procedures;

New Hampshire Department of Health and Human Services
Family Assessment and Inclusive Reunification



Exhibit A

-
- 3.8 Review and evaluate case progress in accordance with the Family Assessment and Inclusive Reunification (FAIR) policy (Exhibit A-1) to ensure the Division is in compliance;
 - 3.9 Consult with Division staff to improve case progress and outcomes;
 - 3.10 Help empower families in decision-making immediately following the removal of their child(ren);
 - 3.11 Explain process goals, various roles and responsibilities of participants and maintain order and focus at FAIR meetings;
 - 3.12 Reinforce to family and involved individuals the importance of attendance;
 - 3.13 Maintain and provide a monthly FAIR meetings schedule to the Division;
 - 3.14 Ensure FAIR meetings are scheduled per Policy (Exhibit A-1):
 - 3.14.1 The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement;
 - 3.14.2 The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement;
 - 3.14.3 The subsequent review must occur within 4 months of the child or youth entering out-of-home placement; and
 - 3.14.4 Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
 - 3.15 Notify the child/youth's parents and other involved individuals listed, in Policy (Exhibit A-1), part (m) of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting". The Contractor will mail the "Invitation to FAIR Meeting":
 - 3.15.1 To individuals at the addresses noted in "Address List for FAIR Review", and;
 - 3.15.2 With a copy of the "Family Assessment and Inclusive Reunification Program" brochure.
 - 3.16 In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges (Division for Children, Youth and Families' computer program) to verify that staff have scheduled the FAIR Meetings, the annual Judicial Permanency Planning Hearings were held within federal timeframes, and that written Notices of FAIR Meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy (Exhibit A-1);
 - 3.17 In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
 - 3.18 Review the case record and NH Bridges (Division for Children, Youth and Families' computer program) screens to determine the status of the case;
 - 3.19 Conduct the FAIR meeting by completing the following tasks:
 - 3.19.1 Facilitate introductions among the participants;

New Hampshire Department of Health and Human Services
Family Assessment and Inclusive Reunification



Exhibit A

-
- 3.19.2 Explain the purpose of the meeting and the legal basis;
 - 3.19.3 Explain the confidentiality requirements;
 - 3.19.4 Discuss the review process;
 - 3.19.5 Ensure a presentation of the case plan by the CPSW or JPPO;
 - 3.19.6 Facilitate a thorough discussion of the case plan including the permanent plan and the progress or lack of progress to date, and the other elements identified in Policy, (Exhibit A-1); and
 - 3.19.7 Focus the meeting on appropriate discussions by using the "Major Focus Points for FAIR Meetings";
 - 3.20 Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
 - 3.21 Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR) form";
 - 3.22 Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
 - 3.23 Provide a copy of the action steps to the parents, child/youth, Permanency Worker, and other participants, as determined by the case plan, at the time of the review or mail the form to parents who did not attend within five (5) working days of the review, and file a copy of the form in the case record or file;
 - 3.24 Within five (5) working days of the review, enter case-specific information into the case review screens of NH Bridges; and
 - 3.25 Offer the "Family Assessment and Inclusive Reunification Partnership Survey" at the conclusion of every case review and use the findings to improve the case review process and the outcomes.
 - 3.26 Complete and submit the Bi-weekly Activity Breakdown form (Exhibit A-2) with forms identified in Exhibit B 3.2 not less than bi-weekly or no later than monthly.

632 Family Assessment and Inclusive Reunification Reviews (FAIR)

Philosophy

All children and youth need and deserve a permanent family. Permanency planning for children and youth begins at the time of removal and continues until a permanency plan is achieved. Engaging families and youth in decisions about permanency, safety and well-being increases the likelihood of a successful permanent plan through a process that builds trust and embraces transparency. FAIR is an additional case planning opportunity that encourages partnership, mutual respect and empathy for families experiencing challenging circumstances. Additionally, FAIR provides an opportunity to celebrate a family's accomplishments and goal attainment. This approach encourages forward progress in the timely achievement of permanency for children and families.

Purpose

The purpose of FAIR is to include parents/caregivers, age-appropriate children/youth, and any welcoming supportive people identified by the family, in a solution-focused process together with DCYF and service providers. The primary goals for FAIR participants are to effectively plan for safety, permanency, and well-being. FAIR aims to empower families in their own decision-making immediately following the removal of their child(ren). Together, FAIR participants will identify strengths, needs and risk management strategies through case planning and goal development outlined in this policy. The FAIR process will continuously assess family needs and provide necessary support towards achieving permanency for the family.

Definitions

- (a) "Case Plan" means a document that is developed jointly within 60 days from date of removal by the CPSW or JPPO, the parents, and the child/youth, as appropriate, that describes the type, necessity, safety and appropriateness of placement, the needs and services required by the child/youth, parents, and resource parents, the individuals responsible for delivering the services or completing the tasks, the dates for completion, and the anticipated child/youth and family outcomes. The case plan guides all participants towards achieving the permanent plan for the child/youth.
- (b) "Children for whom DCYF has Placement and Care Responsibility" means individuals, ages birth through 21 for whom DCYF has temporary protective custody, legal supervision, custody, or guardianship pursuant to RSA 169-C, 170-B, 170-C, and 463, or who DJJS has custody pursuant to RSA 169-B and 169-D for the purposes of placement, excluding youth committed to the Sununu Youth Services Center (SYSC) or incarcerated at any other secure facility where they are awaiting disposition by the court of jurisdiction.
- (c) "Close proximity to parents" means a placement nearest the home community or residence of the child/youth's parents or legal guardian that is consistent with the child or youth's best interest and special needs. The following factors are included in determining the placement: (1) the ease with which the child/youth and family may visit each other; and (2) the availability of services the child/youth may require.
- (d) "Concurrent Plan" means the alternate plan for the child/youth in out-of-home placement, which will achieve another permanent plan if reunification with a parent is not possible.
- (e) "Family Assessment and Inclusive Reunification (FAIR) Meeting" or "Case Review" means a review of the status of the case including the case plan, the child/youth's safety, well-being, and plans for permanency.
 - (1) "10 Day Meeting" means the FAIR meeting held 10 days after a child/youth has entered an out-of-home placement through a Child Protective Services intervention;

- (2) "30 Day Meeting" means the FAIR meeting held 30 days after a youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Juvenile Justice Services case;
- (3) "4 Month Meeting" means the FAIR meeting held 4 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case; and
- (4) "10 Month Meeting" means the FAIR meeting held 10 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case.
- (f) "Permanency Facilitator" or "Facilitator" means a trained, independent contracted individual who is responsible for conducting the FAIR Case Review.
- (g) "FAIR Case Review Program Supervisor" means the Contract Supervisor responsible for the management and oversight of the FAIR Program.
- (h) "FAIR Steering Committee" means a group of individuals, chaired by the Administrator of the Bureau of Well-being or Designee, and including at a minimum the statewide Child Protection Services Administrator or Designee, the statewide Juvenile Services Administrator or Designee, and the FAIR Program Supervisor who evaluate data and other findings from the FAIR program and submit recommendations to the DCYF/DJJS Management Team.
- (i) "Out-of-Home Placement" means the 24-hour care of children or youth who must live apart from their parents and includes care at resource homes, relative homes, pre-adoptive homes, and residential facilities including group homes, educational, psychiatric or physical health-related facilities.
- (j) "Parents" means the child/youth's birth or adoptive parents, stepparents, or legal guardians, as established by state law.
- (k) "Permanency" means that a child has a safe, stable environment. This creates a life-long relationship with a nurturing caregiver to establish the foundation for a child's healthy development.
- (l) "Permanent Plan" means the desired outcome of interventions and services, which is determined to be consistent with the health, safety, well-being, and best interest of the child/youth. Permanent plans may include reunification, adoption, legal guardianship, permanent placement with a fit and willing relative, or another planned permanent living arrangement when the CPSW or JPPO documents a compelling reason for establishing such a plan.
- (m) "Placement in the least restrictive setting and most appropriate setting " means the most family-like setting that can meet the child/youth's needs.
- (n) "Reasonable Efforts" means measurable actions taken by DCYF staff and service providers to prevent a child/youth's placement, or to return a child/youth to his or her family, or to achieve another permanent plan for the child/youth.
- (o) "Surrogate Parent" means a person appointed to act as a child/youth's advocate in place of the child/youth's parents or guardians in the educational decision-making process pursuant to RSA 186-C:14 II(a).

- (p) "Sununu Youth Services Center (SYSC)" means the architecturally secure juvenile treatment facility administered by the Department of Health and Human Services.

Policy

- (a) The objectives of the FAIR meetings are:
- (1) To create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress.
 - (2) To ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
 - (3) To ensure compliance with the federally required elements for periodic case review, as specified by the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272), the Adoption and Safe Families Act of 1997 (P.L. 105-89), and regulations resulting there from (Titles IV-B, Section 422 and IV-E, Section 475(5) of the Social Security Act);
 - (4) To identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families; and
 - (5) To explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency.
- (b) FAIR Reviews must be held for:
- (1) Every child/youth in an out-of-home placement;
 - (2) Each child/youth up to the age of 21 who remains in out-of-home placement;
 - (3) Each child/youth who runs away from placement, regardless of the child/youth's runaway status for up to a period of 6 months from the date of the runaway incident;
 - (4) Each child/youth whose parents' rights have been legally terminated, until adoption or another permanent plan has been completed; and
 - (5) Each child/youth up to the age of 21 who is under the co-guardianship of DCYF and a foster parent, relative or other designated individual.
- (c) FAIR meetings are not required for youth who are at SYSC or in shelter care.
- (d) For youth who have been at SYSC or in shelter care and then discharged to a placement, a FAIR review must be held no later than 30 calendar days from the date of discharge.
- (e) Case plan development and review at the FAIR meetings must assist parents to develop and implement their case plan and permanency plan which includes:
- (1) Identify the permanency goals with the family. The primary goal before the permanency hearing is reunification. The concurrent goal should be an agreed upon alternate plan to achieve another permanent plan if reunification with a parent is not possible
 - (2) Addressing the child/youth's safety in the out-of-home placement and the safety of all children and youth who may be at home;

- (3) Describing clearly the problem that led the child/youth to go into an out-of-home placement and allow parents and youth (if appropriate) the opportunity to explain their perspective and determining progress made toward alleviating or mitigating the need for out-of-home care;
- (4) Identifying with the family their strengths and needs;
- (5) Describing the progress made in achieving the case plan goals, including agency efforts to meet with the family (including youth) face-to-face to work on the case plan;
- (6) Describing the need for ongoing out-of-home placement and the appropriateness of this placement. When doing this, please consider services provided and their effectiveness;
- (7) Identifying relatives and others who are natural connections and supports to the child/youth;
- (8) Identifying the permanency plan and concurrent plan and projected date of completion. Additionally, assess any barriers to completing case plan and discuss a plan to overcome these barriers;
- (9) Assuring that the parents and child/youth (if participating in the planning) are involved and collaborating in the development and implementation of the case plan;
- (10) Reviewing the frequency and quality of child/youth visits with parents, siblings, relatives, and natural connections;
- (11) Discussing the appropriateness of the visitation plan and assess any changes that need to be made (i.e. changing visitation from supervised to unsupervised);
- (12) Reviewing the well-being needs of the parents and children/youth including a review of medical, dental and social needs;
- (13) Reviewing educational needs, including
 - a. Review of child/youth's educational placement being stable, appropriate, and in the child/youth's best interest;
 - b. Proximity of the placement and the school, and efforts to maintain the child/youth enrolled in the school if placed in a town outside the school's catchment zone; and
 - c. Provision of educational records by the sending school district if the child/youth is unable to be maintained in their school of origin.
- (14) Immediate enrollment of children and youth in a new school when not continuing in their school of origin;
- (15) Reviewing child/youth's school progress;
- (16) Identifying behavioral health needs including trauma identification and treatment;
- (17) Reviewing adult living preparation plan for youth (14 and older in DCYF; 16 and older in DJJS);
- (18) Reviewing 90-day youth transition plan (for youth 17.75 years of age, and, if applicable, again 3 months prior to discharge;
- (19) Reviewing Aftercare Plan for youth 17 and older in DCYF; and

- (20) Reviewing CPSW or JPPO child/youth visits and outcomes.
- (f) The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
 - (g) The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement.
 - (h) The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
 - (i) Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
 - (j) If the meeting schedule is interrupted, the FAIR meeting must be held as soon as possible, but no later than 30 calendar days after the scheduled meeting date.
 - (k) If the child/youth goes on a trial home visit with their parents, the FAIR meeting schedule continues, unless it is clear the child/youth will not return to an out-of-home placement.
 - (l) While each FAIR meeting will discuss the topics listed in Section (e) above, the focus of each FAIR meeting may differ, depending upon the timeframe of the meeting as described below and noted in the "Major Focus Points for FAIR Meetings" (Form 2272E):
 - (1) The 10-day and 30-day FAIR meeting will have a strong focus on the reasons the child/youth entered placement and what barriers need to be alleviated in order for the child/youth to return home. This meeting serves as the foundation towards achieving positive family engagement by ensuring that the family is involved in the case planning process and that the family receives the necessary services through the case planning process. Working with the team to facilitate appropriate parent/child/youth visitation plans and that the appropriate family connections are involved in the case is important at this meeting. This meeting sets the foundation for the family service case.
 - (2) The 4-month FAIR meeting will focus on the case plan that was implemented at the dispositional hearing. This meeting will assess the progress made in achieving reunification, the case plan goals, what current barriers are present that may prevent the case plan from being achieved, and assessing the appropriateness of the current placement and that the concurrent plan is also appropriate.
 - (3) The 10-month FAIR meeting will place great emphasis on the achievement of the current permanency plan and the concurrent permanency plan. Focus will continue to be on the progress towards reunification and removing any barriers to achieving reunification. Furthermore, in the event reunification cannot or does not occur, discussions must continue about the concurrent plan. It is important to also assess that all reasonable efforts are being made to achieve the permanency plan for this case. If not, what efforts will be made to ensure this is happening before the permanency hearing occurs?
 - (4) Post-permanency FAIR meetings (excluding APPLA cases) will continue to provide intense focus on the permanency plan implemented at the permanency hearing (i.e. reunification with an extension, TPR/adoption, guardianship with a relative), and what barriers are present, if any, to achieving this permanency goal. If reunification is not the current permanency goal, assess what the most appropriate level of involvement should be for the parents. Is reunification still an appropriate permanency goal? If reunification is the goal after the permanency hearing, is it still the most appropriate goal? Should the concurrent goal be recommended as the primary permanency goal?



- (5) Post-permanency FAIR meetings (APPLA cases) should focus on the plan for the youth upon exiting out-of-home care. Are the necessary supports in place for the youth and family, if applicable? Where is the youth going to reside after out-of-home care? Is this the most appropriate and feasible plan? Discuss how the youth will be able to support their living arrangement? Is the youth in the least restrictive placement? Even though it is no longer the primary permanency plan, is reunification a possibility at this point? Are the parents and/or the youth's connections in the best interest of the youth? Is APPLA the most appropriate permanency plan?
- (m) With the exception of the 10-day meeting, a written notice of the date, time, place, and purpose of the FAIR meeting (Form 2272 and Form 2272A) must be sent, via mail or email, at least 10 calendar days prior to the meeting to the following individuals:
 - (1) The child/youth's parents;
 - (2) The youth;
 - (3) Other family members, supportive friends, clergy, or others;
 - (4) The child/youth's foster parents or relative caregivers;
 - (5) The residential care provider;
 - (6) The child/youth's attorney, guardian ad litem, or Court Appointed Special Advocate (CASA) who has been appointed by the court of jurisdiction;
 - (7) The child/youth's surrogate parent as defined by RSA 186-C:14;
 - (8) The special education directors from the sending and receiving school districts if the child/youth has been identified as educationally disabled as defined by RSA 186-C: 2 I, and pursuant to "sending" and "receiving" districts, as defined by RSA 193:27;
 - (9) The child/youth's behavioral health therapist;
 - (10) The service providers; and
 - (11) Other involved professionals, as determined by the case plan.
- (n) DCYF does not provide financial reimbursement for review time, travel time, or mileage expenses for any of the invited participants.
- (o) The child or youth, regardless of age, is invited to attend and participate in an age appropriate manner;
- (p) Extensive efforts (on-going contact, flexible scheduling, etc.) must be made to ensure that the parents and/or child/youth are able to attend the FAIR meeting.
- (q) If the parents and/or child/youth do not attend, the FAIR meeting must still be held to review the case.
- (r) When more than one child/youth in the family needs to have a FAIR meeting within the same timeframe, all the children and youth may be reviewed during the same meeting, but one Form 2272B must be completed for each child/youth.

- (s) If a parent or child/youth is not fluent in English, the service of an interpreter must be arranged by the CPSW or JPPO, and DCYF pays the expense incurred for the interpreter.
- (t) The FAIR meeting may be held at the family's home, district office, a residential treatment facility, a school, or another setting that is mutually agreeable to the participants.
- (u) FAIR Meetings:
 - (1) Must be facilitated by an independent, trained individual that has no responsibility for the case management or the delivery of services to, either the child/youth or the parents;
 - (2) May be coordinated with court reviews and other case planning conferences, such as treatment team meetings at residential facilities, educational meetings at local schools, or behavioral health treatment team meetings, as appropriate;
 - (3) Must be a respectful, frank, open discussion conducted in an informal, inclusive manner;
 - (4) Must be focused on the issues described in part (e) above;
 - (5) Must be time-limited to approximately an hour, and
 - (6) Must be recorded on the "Family Assessment and Inclusive Reunification" (Form 2272B).
- (v) The facilitator has the responsibility and authority to manage the FAIR meeting process including:
 - (1) Convening and conducting the review in a manner to encourage discussion and participation while respecting the rights and culture of all participants;
 - (2) Providing an explanation of the purpose of the review;
 - (3) Providing an explanation of the participant's rights;
 - (4) Ensuring that the purpose of the review is carried out;
 - (5) Maintaining the focus of the participants on the case plan;
 - (6) Maintaining a time-limited discussion;
 - (7) Explaining confidentiality and that all information discussed is protected;
 - (8) Determining that the permanent plan and the evaluation of progress are consistent with the facts of the case as presented at the review;
 - (9) Determining that the tasks, services, timeframes, and child and family outcomes are appropriate for the permanent plan;
 - (10) Recommending modification or change in the case plan, when in the facilitator and family's judgment, the plan is insufficient based on information presented at the review and the recommendations do not conflict with the outstanding court order; and
 - (11) Providing a written report on the findings and recommendations;
- (w) The facilitator has no authority to change a case plan or other conditions that have been established by court order but may make recommendations to the participants.

- (x) The CPSW or JPPO responsibilities at the FAIR meetings are to:
 - (1) Present information regarding the problem that led the child/youth to go into out-of-home placement and to present the case plan, which was developed in collaboration with the family and is based on an assessment of child and family strengths and needs;
 - (2) Present information regarding the permanent plan, the tasks and services necessary to achieve reunification or the alternate permanent plan, and the anticipated date of completion;
 - (3) Report the status of the child/youth's placement, health, safety, well-being, and best interests;
 - (4) Report on the progress of the child/youth and/or parents to date toward changing the behaviors and conditions that require the child/youth to be in out-of-home placement; and
 - (5) Provide the rationale and supporting documents for the decisions and recommendations made to date for the information presented at the FAIR meetings.
- (y) Using the "Family Assessment and Inclusive Reunification" (Form 2272B), the facilitator records:
 - (1) The results of the FAIR meeting;
 - (2) Any recommended changes to the case plan;
 - (3) Whether consensus was reached regarding the recommended changes and if no consensus, a summary of the differing positions of the involved individuals;
 - (4) Any tasks, services, or programs to be completed and by whom;
 - (5) The projected date for completion of the tasks, or services, or programs, with the anticipated outcomes; and
 - (6) The signatures of the participants.
- (z) The CPSW or JPPO and District Office Supervisor are responsible for completing any actions necessary to satisfy the requirements for periodic FAIR meetings.
- (aa) The FAIR Steering Committee analyzes data and other findings that result from the case reviews. Team members include but are not limited to:
 - (1) The FAIR Program Supervisor;
 - (2) The Administrator of the Bureau of Well-being or Designee;
 - (3) The statewide Child Protection Services Administrator or Designee; and
 - (4) The statewide Juvenile Services Administrator or Designee.
- (bb) Written recommendations are provided to the DCYF Management Team, on a quarterly and annual basis that addresses case-specific and systemic findings, at the district, regional, and state levels.

Procedures

- (a) The CPSW or JPPO must:

- (1) For each child/youth who resides in out-of-home placement, enter case-specific data on the required screens of NH Bridges;
 - (2) Assure the "Address List for FAIR Review" (Form 2272D) is completed, or updated as necessary, to be used by the facilitator to notify individuals of scheduled FAIR Meetings.
 - (3) Determine the need for childcare, transportation, and/or interpreter services to enable family members to attend the review, and develop and implement a plan to secure the services.
 - (4) Participate in a telephone consultation or pre-review interview with the facilitator and the supervisor, if requested by the facilitator or the DCYF Supervisor to:
 - a. Discuss any complex, sensitive issues or case related challenges that may be raised at the review and share strategies for ensuring a productive review;
 - b. Determine the actions to be taken to bring cases without timely reviews into compliance; and
 - c. Determine the actions to be taken to resolve case barriers or other issues regarding case management, case practice, and/or service delivery.
 - (5) Attend the FAIR meeting and present the following information:
 - a. The case plan (Provide a copy of the case plan to the parents and other participants);
 - b. The continuing necessity for, safety of, and appropriateness of the placement;
 - c. The extent of compliance with the case plan;
 - d. Progress or lack of progress made in reducing or eliminating the problems that led to the child/youth's placement; and
 - e. A projected date at which time the child/youth may be returned and safely maintained at home, be placed for adoption or legal guardianship, or fulfill another permanent plan.
 - (6) Complete any follow-up actions in a timely manner, as agreed upon, to satisfy the requirements for periodic review.
- (b) The facilitator must:
- (1) Schedule the FAIR meetings per Policy;
 - a. The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
 - b. The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement.
 - c. The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
 - d. Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.



- (2) Notify the child/youth's parents and other involved individuals listed in Policy, part (m) of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting" (Form 2272A);
 - a. Form 2272A will be mailed to individuals at the addresses noted in "Address List for FAIR Review" (Form 2272D), and
 - b. Form 2272A will be mailed with a copy of the brochure "Family Assessment and Inclusive Reunification Program" (Form 2272).
- (3) In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges to verify that staff have scheduled the FAIR Meetings, the annual Judicial Permanency Planning Hearings were held within federal timeframes, and that written Notices of FAIR Meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy part (m).
- (4) In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
- (5) Review the case record and NH Bridges screens to determine the status of the case;
- (6) Conduct the FAIR meeting by completing the following tasks:
 - a. Facilitate introductions among the participants;
 - b. Explain the purpose of the meeting and the legal basis;
 - c. Explain the confidentiality requirements;
 - d. Discuss the review process;
 - e. Ensure a presentation of the case plan by the CPSW or JPPO;
 - f. Facilitate a thorough discussion of the case plan including the permanent plan and the progress or lack of progress to date, and the other elements identified in Policy, part (e); and
 - g. Focus the meeting on stage appropriate discussions by using the "Major Focus Points for FAIR Meetings" (Form 2272E);
- (7) Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
- (8) Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR)" (Form 2272B).
- (9) Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
- (10) Provide a copy of the action steps (page 2) of Form 2272B to the parents, child/youth, Permanency Worker, and other participants, as determined by the case plan, at the time of the review or mail the form to parents who did not attend within five working days of the review, and file a copy of the form in the case record or file;
- (11) Within 5 working days of the review, enter case-specific information onto the case review screens of NH Bridges; and



- (12) Offer the "Family Assessment and Inclusive Reunification Partnership Survey" (Form 2272C) at the conclusion of every case review and use the findings to improve the case review process and the outcomes.

PD 12-12

Effective Date: February 2012

DISTRIBUTION: A and C, CYF Manual
(CYF632)

Exhibit A-2

Name: _____
Bi-weekly Activity Breakdown

Bi-weekly Activity Breakdown shall be submitted with your bi-weekly hourly invoice (Exhibit B-1) to: Provider-Relations with a copy to the DCYF Family Assessment and Inclusive Reunification Program Manager via e-mail attachment

Week of: Xx/xx/xx- xx/xx/xx	Activity Description	# Hours	Week of: Xx/xx/xx- xx/xx/xx	Activity Description	# Hours
Monday	Example: Travel Fair Meeting	1.5 2	Monday		
Tuesday			Tuesday		
Wednesday			Wednesday		
Thursday			Thursday		
Friday			Friday		
Total hours			Total hours		

Enter your name

Enter start and end date of week in column 1 & 4

Description of activity performed in column 2 & 5

Enter number of hours for activity performed in column 3 & 6



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) # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families, and (CFDA) # 93.645, Federal Agency Department of Health and Human Services, Stephanie Tubbs Jones Child Welfare Services Program for provision of services pursuant to Exhibit A, Scope of Services.
2. Payment for services shall be at a rate of twenty-one dollars and seventy cents (\$21.70) per hour, plus the cost of mileage.
 - 2.1. Hours are not to exceed one-hundred and seventy three and one-third (173.333) hours per month for a total of two-thousand and eighty (2080) hours per year.
 - 2.2. Total mileage amounts are not to exceed \$5,000 per year.
3. Payment for services shall be made as follows:
 - 3.1. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. Invoices identified in Exhibit B-1 and B-2 must be submitted not less than bi-weekly or no later than monthly to:

Attn: Fiscal Administrator
NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Handwritten initials, possibly "JS", in black ink.

5/14/2014

Exhibit B-1

NAME
ADDRESS
TOWN/CITY, STATE, ZIP CODE
Phone #:
e-mail address:

Invoice # Submitted to Provider Relations and copy the DCYF Family Assessment and Inclusive Reunification Program Manager via email:

FAIR FACILITATOR
REIMBURSEMENT BILLING FORM

HOURS WORKED

From	To	Hours Worked	Rate Per Hour	Total Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Grand Total Hours Worked:				\$

Provider:

SSN:

Provider Signature

Date Submitted– Via Email

Please confirm receipt of this invoice. Thank you.
IMPORTANT: PLEASE RUSH PAYMENT

Family Assessment and Inclusive Reunification
Exhibit B-1

Contractor Initials 
Date 5/14/2014

Exhibit B-2

NAME
ADDRESS
TOWN/CITY, STATE, ZIP CODE
Phone #:
e-mail address:

TRAVEL EXPENSES

**Invoice Submitted to: Provider-Relations and copy the DCYF Family Assessment and Inclusive Reunification
Program Manager via e-mail attachment**

Date	To	From	Total Mileage	Rate	Mileage reimbursement subtotal	Tolls	Total mileage & Tolls
Total							

Provider:

SSN:

Provider Signature

Date Submitted– Via Email



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 fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, 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;

JD

5/14/2014



- 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.

A handwritten signature in black ink, appearing to be 'D', is written over the 'Contractor Initials' label.

5/14/2014



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. **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

[Signature]

5/14/2014



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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.

DD
5/14/2014



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.


Date 5/14/2014

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to 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

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: Stephanie L. Sullivan

5/14/2014
Date

Stephanie L. Sullivan FAIR
Name:
Title:



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Stephanie L. Sullivan

5/14/2014
Date

Stephanie L. Sullivan FAIR
Name:
Title:



**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

Handwritten initials of the contractor, appearing to be "D1".

5/14/2014



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 (l)(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: Stephanie L. Sullivan

5/14/2014
Date

Stephanie L. Sullivan FAIR
Name:
Title:



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Stephanie L. Sullivan

5/14/2014
Date

Stephanie L. Sullivan FAIR
Name:
Title:



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: Stephanie L Sullivan

5/14/2014
Date

Stephanie L Sullivan FRIR
Name:
Title:



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.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

Date 5/14/2014



Exhibit I

- l. "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.

(3) 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



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 (I). 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

Handwritten initials of the contractor, appearing to be "J" and "D" inside a circle.



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

Handwritten initials, possibly "JD", in dark ink.

5/14/2014



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.

3/2014

Contractor Initials JS

Date 5/14/2014



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 DHH S
The State

[Signature]
Signature of Authorized Representative

May Ann Cooney
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5/27/14
Date

Stephanie L. Sullivan
Name of the Contractor

[Signature]
Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

5/14/2014
Date



**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: Stephanie L. Sullivan

5/14/2014
Date

Stephanie L. Sullivan FAIR
Name:
Title:

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: N/A 
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?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 Stephanie's Better Together Consulting Services LLC is a New Hampshire limited liability company filed on February 18, 2014. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of February, A.D. 2014

A handwritten signature in dark ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2014

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).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com																					
INSURED Stephanie Sullivan dba Stephanie's Better Together Consulting Services LLC 10 Iris Rd Milford NH 03055	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	N	N	UDC-1455496-CGL-14	06/18/2014	06/18/2015	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

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

Carol Bane

Stephanie L. Sullivan

Objective

It is my desire to work in the area of social services with birth and foster parents alike with the objective to break down barriers and facilitate positive and healthy partnerships in order to best serve children in care.

Experience

July 2013-Feb. 2014 Gateways Community Services Nashua, NH

ABA Specialist

- Providing assistance to clients and their families in order for them to overcome social and mental disabilities
- Record accurate behavioral data for clients' program development
- Educating clients' parents on programming and carryover into the home

Sept. 2010 – June 2013 Milford School District Milford, NH

Substitute Teacher

- To fill in for classroom teachers in their absence

Sept. 2009 – June 2010 Milford School District Milford, NH

Special Education Paraprofessional

- Working one-to-one and with small groups of physically and/or mentally handicapped students to carry out individual IEP's
- Assist students with progression of ADL skills
- Report academic needs and progression to individual case managers
- Monitored student work flow
- Corrected papers, supervised curriculum-based testing as assigned by case managers

Education

1999-2001 Community College of RI Lincoln, RI

- LPN program

603-305-6838•sullivanbrigade@yahoo.com

Stephanie L. Sullivan

1997-1998

Pensacola Christian College

Pensacola, FL

- General Studies/Criminal Justice

References

Personal: Julianne Carrier 603-732-8621•carriercrew@tds.net

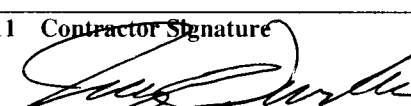
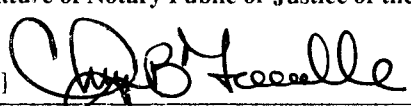
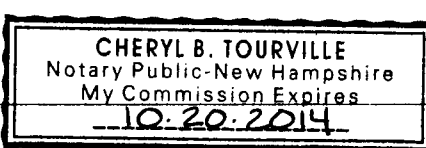
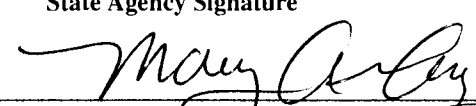
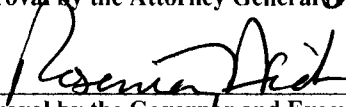
Professional: Melanie Butler 978-808-1631•mbutler@gatewayscs.org

Professional: Karen Pattelena 603-566-9733•kpattelena@icloud.com

Subject: Family Assessment Inclusive Reunification Facilitators**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Jeremy Durkee		1.4 Contractor Address 112 Bible Hill Road PO Box 808 Claremont NH 03743	
1.5 Contractor Phone Number (603) 356-4212	1.6 Account Number 05-95-42-421010-29730000- 102-500734-42107306 05-95-42-421010-29680000- 102-500734-42106801	1.7 Completion Date 06-30-2016	1.8 Price Limitation \$84,704
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeremy Durkee	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>5-14-14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Cheryl Tourville, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Conway Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 6/6/14			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 6-3-14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Family Assessment and Inclusive Reunification
Exhibit A**



Scope of Services

1. Purpose

- 1.1 The purpose of Family Assessment and Inclusive Reunification (FAIR) is to include parents/caregivers, age-appropriate children/youth, and any welcoming supportive people identified by the family, in a solution-focused process together with DCYF and service providers. The primary goals for FAIR participants are to effectively plan for safety, permanency, and well-being. FAIR aims to empower families in their own decision-making immediately following the removal of their child(ren). Together, FAIR participants will identify strengths, needs and risk management strategies through case planning and goal development outlined in this policy. The FAIR process will continuously assess family needs and provide necessary support towards achieving permanency for the family. The FAIR process is designed to ensure the safety, permanency, and well-being for the children and youth served and is a critical component for the Division for Children, Youth and Families' continuous quality improvement processes.

2. Provisions Applicable to All Services

- 2.1 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.

3. Services to Be Provided

The Contractor will provide the following services:

- 3.1 Create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress;
- 3.2 Ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
- 3.3 Comply with federally required elements for FAIR meetings, as specified by the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272) and the Adoption and Safe Families Act of 1997 (P.L. 105-89). Titles IV-B Section 422 and IV-E Section 475(5) of the Social Security Act.;
- 3.4 Identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families;
- 3.5 Explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency;
- 3.6 Collaborate with the Division and case-specific multi-disciplinary teams to assess case status, identify potential resources and develop strategies for meeting the child's needs;
- 3.7 Conduct performance analysis on meeting procedures;

**New Hampshire Department of Health and Human Services
Family Assessment and Inclusive Reunification
Exhibit A**



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- 3.8 Review and evaluate case progress in accordance with the Family Assessment and Inclusive Reunification (FAIR) policy (Exhibit A-1) to ensure the Division is in compliance;
 - 3.9 Consult with Division staff to improve case progress and outcomes;
 - 3.10 Help empower families in decision-making immediately following the removal of their child(ren);
 - 3.11 Explain process goals, various roles and responsibilities of participants and maintain order and focus at FAIR meetings;
 - 3.12 Reinforce to family and involved individuals the importance of attendance;
 - 3.13 Maintain and provide a monthly FAIR meetings schedule to the Division;
 - 3.14 Ensure FAIR meetings are scheduled per Policy (Exhibit A-1):
 - 3.14.1 The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement;
 - 3.14.2 The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement;
 - 3.14.3 The subsequent review must occur within 4 months of the child or youth entering out-of-home placement; and
 - 3.14.4 Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
 - 3.15 Notify the child/youth's parents and other involved individuals listed, in Policy (Exhibit A-1), part (m) of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting". The Contractor will mail the "Invitation to FAIR Meeting":
 - 3.15.1 To individuals at the addresses noted in "Address List for FAIR Review", and;
 - 3.15.2 With a copy of the "Family Assessment and Inclusive Reunification Program" brochure.
 - 3.16 In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges (Division for Children, Youth and Families' computer program) to verify that staff have scheduled the FAIR Meetings, the annual Judicial Permanency Planning Hearings were held within federal timeframes, and that written Notices of FAIR Meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy (Exhibit A-1);
 - 3.17 In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
 - 3.18 Review the case record and NH Bridges (Division for Children, Youth and Families' computer program) screens to determine the status of the case;
 - 3.19 Conduct the FAIR meeting by completing the following tasks:
 - 3.19.1 Facilitate introductions among the participants;

Family Assessment and Inclusive Reunification

Exhibit A – Scope of Services
Jeremy Durkee
Page 2 of 3

Contractor Initials: JD

Date: 5-14-14

**New Hampshire Department of Health and Human Services
Family Assessment and Inclusive Reunification
Exhibit A**



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- 3.19.2 Explain the purpose of the meeting and the legal basis;
 - 3.19.3 Explain the confidentiality requirements;
 - 3.19.4 Discuss the review process;
 - 3.19.5 Ensure a presentation of the case plan by the CPSW or JPPO;
 - 3.19.6 Facilitate a thorough discussion of the case plan including the permanent plan and the progress or lack of progress to date, and the other elements identified in Policy, (Exhibit A-1); and
 - 3.19.7 Focus the meeting on appropriate discussions by using the "Major Focus Points for FAIR Meetings";
 - 3.20 Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
 - 3.21 Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR) form";
 - 3.22 Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
 - 3.23 Provide a copy of the action steps to the parents, child/youth, Permanency Worker, and other participants, as determined by the case plan, at the time of the review or mail the form to parents who did not attend within five (5) working days of the review, and file a copy of the form in the case record or file;
 - 3.24 Within five (5) working days of the review, enter case-specific information into the case review screens of NH Bridges; and
 - 3.25 Offer the "Family Assessment and Inclusive Reunification Partnership Survey" at the conclusion of every case review and use the findings to improve the case review process and the outcomes.
 - 3.26 Complete and submit the Bi-weekly Activity Breakdown form (Exhibit A-2) with forms identified in Exhibit B 3.2 not less than bi-weekly or no later than monthly.

632 Family Assessment and Inclusive Reunification Reviews (FAIR)

Philosophy

All children and youth need and deserve a permanent family. Permanency planning for children and youth begins at the time of removal and continues until a permanency plan is achieved. Engaging families and youth in decisions about permanency, safety and well-being increases the likelihood of a successful permanent plan through a process that builds trust and embraces transparency. FAIR is an additional case planning opportunity that encourages partnership, mutual respect and empathy for families experiencing challenging circumstances. Additionally, FAIR provides an opportunity to celebrate a family's accomplishments and goal attainment. This approach encourages forward progress in the timely achievement of permanency for children and families.

Purpose

The purpose of FAIR is to include parents/caregivers, age-appropriate children/youth, and any welcoming supportive people identified by the family, in a solution-focused process together with DCYF and service providers. The primary goals for FAIR participants are to effectively plan for safety, permanency, and well-being. FAIR aims to empower families in their own decision-making immediately following the removal of their child(ren). Together, FAIR participants will identify strengths, needs and risk management strategies through case planning and goal development outlined in this policy. The FAIR process will continuously assess family needs and provide necessary support towards achieving permanency for the family.

Definitions

- (a) "Case Plan" means a document that is developed jointly within 60 days from date of removal by the CPSW or JPPO, the parents, and the child/youth, as appropriate, that describes the type, necessity, safety and appropriateness of placement, the needs and services required by the child/youth, parents, and resource parents, the individuals responsible for delivering the services or completing the tasks, the dates for completion, and the anticipated child/youth and family outcomes. The case plan guides all participants towards achieving the permanent plan for the child/youth.
- (b) "Children for whom DCYF has Placement and Care Responsibility" means individuals, ages birth through 21 for whom DCYF has temporary protective custody, legal supervision, custody, or guardianship pursuant to RSA 169-C, 170-B, 170-C, and 463, or who DJJS has custody pursuant to RSA 169-B and 169-D for the purposes of placement, excluding youth committed to the Sununu Youth Services Center (SYSC) or incarcerated at any other secure facility where they are awaiting disposition by the court of jurisdiction.
- (c) "Close proximity to parents" means a placement nearest the home community or residence of the child/youth's parents or legal guardian that is consistent with the child or youth's best interest and special needs. The following factors are included in determining the placement: (1) the ease with which the child/youth and family may visit each other; and (2) the availability of services the child/youth may require.
- (d) "Concurrent Plan" means the alternate plan for the child/youth in out-of-home placement, which will achieve another permanent plan if reunification with a parent is not possible.
- (e) "Family Assessment and Inclusive Reunification (FAIR) Meeting" or "Case Review" means a review of the status of the case including the case plan, the child/youth's safety, well-being, and plans for permanency.
 - (1) "10 Day Meeting" means the FAIR meeting held 10 days after a child/youth has entered an out-of-home placement through a Child Protective Services intervention;

- (2) "30 Day Meeting" means the FAIR meeting held 30 days after a youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Juvenile Justice Services case;
 - (3) "4 Month Meeting" means the FAIR meeting held 4 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case; and
 - (4) "10 Month Meeting" means the FAIR meeting held 10 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case.
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- (f) "Permanency Facilitator" or "Facilitator" means a trained, independent contracted individual who is responsible for conducting the FAIR Case Review.
 - (g) "FAIR Case Review Program Supervisor" means the Contract Supervisor responsible for the management and oversight of the FAIR Program.
 - (h) "FAIR Steering Committee" means a group of individuals, chaired by the Administrator of the Bureau of Well-being or Designee, and including at a minimum the statewide Child Protection Services Administrator or Designee, the statewide Juvenile Services Administrator or Designee, and the FAIR Program Supervisor who evaluate data and other findings from the FAIR program and submit recommendations to the DCYF/DJJS Management Team.
 - (i) "Out-of-Home Placement" means the 24-hour care of children or youth who must live apart from their parents and includes care at resource homes, relative homes, pre-adoptive homes, and residential facilities including group homes, educational, psychiatric or physical health-related facilities.
 - (j) "Parents" means the child/youth's birth or adoptive parents, stepparents, or legal guardians, as established by state law.
 - (k) "Permanency" means that a child has a safe, stable environment. This creates a life-long relationship with a nurturing caregiver to establish the foundation for a child's healthy development.
 - (l) "Permanent Plan" means the desired outcome of interventions and services, which is determined to be consistent with the health, safety, well-being, and best interest of the child/youth. Permanent plans may include reunification, adoption, legal guardianship, permanent placement with a fit and willing relative, or another planned permanent living arrangement when the CPSW or JPPO documents a compelling reason for establishing such a plan.
 - (m) "Placement in the least restrictive setting and most appropriate setting " means the most family-like setting that can meet the child/youth's needs.
 - (n) "Reasonable Efforts" means measurable actions taken by DCYF staff and service providers to prevent a child/youth's placement, or to return a child/youth to his or her family, or to achieve another permanent plan for the child/youth.
 - (o) "Surrogate Parent" means a person appointed to act as a child/youth's advocate in place of the child/youth's parents or guardians in the educational decision-making process pursuant to RSA 186-C:14 II(a).

- (p) "Sununu Youth Services Center (SYSC)" means the architecturally secure juvenile treatment facility administered by the Department of Health and Human Services.

Policy

- (a) The objectives of the FAIR meetings are:
- (1) To create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress.
 - (2) To ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
 - (3) To ensure compliance with the federally required elements for periodic case review, as specified by the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272), the Adoption and Safe Families Act of 1997 (P.L. 105-89), and regulations resulting there from (Titles IV-B, Section 422 and IV-E, Section 475(5) of the Social Security Act);
 - (4) To identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families; and
 - (5) To explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency.
- (b) FAIR Reviews must be held for:
- (1) Every child/youth in an out-of-home placement;
 - (2) Each child/youth up to the age of 21 who remains in out-of-home placement;
 - (3) Each child/youth who runs away from placement, regardless of the child/youth's runaway status for up to a period of 6 months from the date of the runaway incident;
 - (4) Each child/youth whose parents' rights have been legally terminated, until adoption or another permanent plan has been completed; and
 - (5) Each child/youth up to the age of 21 who is under the co-guardianship of DCYF and a foster parent, relative or other designated individual.
- (c) FAIR meetings are not required for youth who are at SYSC or in shelter care.
- (d) For youth who have been at SYSC or in shelter care and then discharged to a placement, a FAIR review must be held no later than 30 calendar days from the date of discharge.
- (e) Case plan development and review at the FAIR meetings must assist parents to develop and implement their case plan and permanency plan which includes:
- (1) Identify the permanency goals with the family. The primary goal before the permanency hearing is reunification. The concurrent goal should be an agreed upon alternate plan to achieve another permanent plan if reunification with a parent is not possible
 - (2) Addressing the child/youth's safety in the out-of-home placement and the safety of all children and youth who may be at home;

- (3) Describing clearly the problem that led the child/youth to go into an out-of-home placement and allow parents and youth (if appropriate) the opportunity to explain their perspective and determining progress made toward alleviating or mitigating the need for out-of-home care;
- (4) Identifying with the family their strengths and needs;
- (5) Describing the progress made in achieving the case plan goals, including agency efforts to meet with the family (including youth) face-to-face to work on the case plan;
- (6) Describing the need for ongoing out-of-home placement and the appropriateness of this placement. When doing this, please consider services provided and their effectiveness;
- (7) Identifying relatives and others who are natural connections and supports to the child/youth;
- (8) Identifying the permanency plan and concurrent plan and projected date of completion. Additionally, assess any barriers to completing case plan and discuss a plan to overcome these barriers;
- (9) Assuring that the parents and child/youth (if participating in the planning) are involved and collaborating in the development and implementation of the case plan;
- (10) Reviewing the frequency and quality of child/youth visits with parents, siblings, relatives, and natural connections;
- (11) Discussing the appropriateness of the visitation plan and assess any changes that need to be made (i.e. changing visitation from supervised to unsupervised);
- (12) Reviewing the well-being needs of the parents and children/youth including a review of medical, dental and social needs;
- (13) Reviewing educational needs, including
 - a. Review of child/youth's educational placement being stable, appropriate, and in the child/youth's best interest;
 - b. Proximity of the placement and the school, and efforts to maintain the child/youth enrolled in the school if placed in a town outside the school's catchment zone; and
 - c. Provision of educational records by the sending school district if the child/youth is unable to be maintained in their school of origin.
- (14) Immediate enrollment of children and youth in a new school when not continuing in their school of origin;
- (15) Reviewing child/youth's school progress;
- (16) Identifying behavioral health needs including trauma identification and treatment;
- (17) Reviewing adult living preparation plan for youth (14 and older in DCYF; 16 and older in DJJS);
- (18) Reviewing 90-day youth transition plan (for youth 17.75 years of age, and, if applicable, again 3 months prior to discharge;
- (19) Reviewing Aftercare Plan for youth 17 and older in DCYF; and

- (20) Reviewing CPSW or JPPO child/youth visits and outcomes.
- (f) The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
 - (g) The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement.
 - (h) The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
 - (i) Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
 - (j) If the meeting schedule is interrupted, the FAIR meeting must be held as soon as possible, but no later than 30 calendar days after the scheduled meeting date.
 - (k) If the child/youth goes on a trial home visit with their parents, the FAIR meeting schedule continues, unless it is clear the child/youth will not return to an out-of-home placement.
 - (l) While each FAIR meeting will discuss the topics listed in Section (e) above, the focus of each FAIR meeting may differ, depending upon the timeframe of the meeting as described below and noted in the "Major Focus Points for FAIR Meetings" (Form 2272E):
 - (1) The 10-day and 30-day FAIR meeting will have a strong focus on the reasons the child/youth entered placement and what barriers need to be alleviated in order for the child/youth to return home. This meeting serves as the foundation towards achieving positive family engagement by ensuring that the family is involved in the case planning process and that the family receives the necessary services through the case planning process. Working with the team to facilitate appropriate parent/child/youth visitation plans and that the appropriate family connections are involved in the case is important at this meeting. This meeting sets the foundation for the family service case.
 - (2) The 4-month FAIR meeting will focus on the case plan that was implemented at the dispositional hearing. This meeting will assess the progress made in achieving reunification, the case plan goals, what current barriers are present that may prevent the case plan from being achieved, and assessing the appropriateness of the current placement and that the concurrent plan is also appropriate.
 - (3) The 10-month FAIR meeting will place great emphasis on the achievement of the current permanency plan and the concurrent permanency plan. Focus will continue to be on the progress towards reunification and removing any barriers to achieving reunification. Furthermore, in the event reunification cannot or does not occur, discussions must continue about the concurrent plan. It is important to also assess that all reasonable efforts are being made to achieve the permanency plan for this case. If not, what efforts will be made to ensure this is happening before the permanency hearing occurs?
 - (4) Post-permanency FAIR meetings (excluding APPLA cases) will continue to provide intense focus on the permanency plan implemented at the permanency hearing (i.e. reunification with an extension, TPR/adoption, guardianship with a relative), and what barriers are present, if any, to achieving this permanency goal. If reunification is not the current permanency goal, assess what the most appropriate level of involvement should be for the parents. Is reunification still an appropriate permanency goal? If reunification is the goal after the permanency hearing, is it still the most appropriate goal? Should the concurrent goal be recommended as the primary permanency goal?

- (5) Post-permanency FAIR meetings (APPLA cases) should focus on the plan for the youth upon exiting out-of-home care. Are the necessary supports in place for the youth and family, if applicable? Where is the youth going to reside after out-of-home care? Is this the most appropriate and feasible plan? Discuss how the youth will be able to support their living arrangement? Is the youth in the least restrictive placement? Even though it is no longer the primary permanency plan, is reunification a possibility at this point? Are the parents and/or the youth's connections in the best interest of the youth? Is APPLA the most appropriate permanency plan?
- (m) With the exception of the 10-day meeting, a written notice of the date, time, place, and purpose of the FAIR meeting (Form 2272 and Form 2272A) must be sent, via mail or email, at least 10 calendar days prior to the meeting to the following individuals:
 - (1) The child/youth's parents;
 - (2) The youth;
 - (3) Other family members, supportive friends, clergy, or others;
 - (4) The child/youth's foster parents or relative caregivers;
 - (5) The residential care provider;
 - (6) The child/youth's attorney, guardian ad litem, or Court Appointed Special Advocate (CASA) who has been appointed by the court of jurisdiction;
 - (7) The child/youth's surrogate parent as defined by RSA 186-C:14;
 - (8) The special education directors from the sending and receiving school districts if the child/youth has been identified as educationally disabled as defined by RSA 186-C: 2 I, and pursuant to "sending" and "receiving" districts, as defined by RSA 193:27;
 - (9) The child/youth's behavioral health therapist;
 - (10) The service providers; and
 - (11) Other involved professionals, as determined by the case plan.
- (n) DCYF does not provide financial reimbursement for review time, travel time, or mileage expenses for any of the invited participants.
- (o) The child or youth, regardless of age, is invited to attend and participate in an age appropriate manner;
- (p) Extensive efforts (on-going contact, flexible scheduling, etc.) must be made to ensure that the parents and/or child/youth are able to attend the FAIR meeting.
- (q) If the parents and/or child/youth do not attend, the FAIR meeting must still be held to review the case.
- (r) When more than one child/youth in the family needs to have a FAIR meeting within the same timeframe, all the children and youth may be reviewed during the same meeting, but one Form 2272B must be completed for each child/youth.

- (s) If a parent or child/youth is not fluent in English, the service of an interpreter must be arranged by the CPSW or JPPO, and DCYF pays the expense incurred for the interpreter.
- (t) The FAIR meeting may be held at the family's home, district office, a residential treatment facility, a school, or another setting that is mutually agreeable to the participants.
- (u) FAIR Meetings:
 - (1) Must be facilitated by an independent, trained individual that has no responsibility for the case management or the delivery of services to, either the child/youth or the parents;
 - (2) May be coordinated with court reviews and other case planning conferences, such as treatment team meetings at residential facilities, educational meetings at local schools, or behavioral health treatment team meetings, as appropriate;
 - (3) Must be a respectful, frank, open discussion conducted in an informal, inclusive manner;
 - (4) Must be focused on the issues described in part (e) above;
 - (5) Must be time-limited to approximately an hour, and
 - (6) Must be recorded on the "Family Assessment and Inclusive Reunification" (Form 2272B).
- (v) The facilitator has the responsibility and authority to manage the FAIR meeting process including:
 - (1) Convening and conducting the review in a manner to encourage discussion and participation while respecting the rights and culture of all participants;
 - (2) Providing an explanation of the purpose of the review;
 - (3) Providing an explanation of the participant's rights;
 - (4) Ensuring that the purpose of the review is carried out;
 - (5) Maintaining the focus of the participants on the case plan;
 - (6) Maintaining a time-limited discussion;
 - (7) Explaining confidentiality and that all information discussed is protected;
 - (8) Determining that the permanent plan and the evaluation of progress are consistent with the facts of the case as presented at the review;
 - (9) Determining that the tasks, services, timeframes, and child and family outcomes are appropriate for the permanent plan;
 - (10) Recommending modification or change in the case plan, when in the facilitator and family's judgment, the plan is insufficient based on information presented at the review and the recommendations do not conflict with the outstanding court order; and
 - (11) Providing a written report on the findings and recommendations;
- (w) The facilitator has no authority to change a case plan or other conditions that have been established by court order but may make recommendations to the participants.

- (x) The CPSW or JPPO responsibilities at the FAIR meetings are to:
 - (1) Present information regarding the problem that led the child/youth to go into out-of-home placement and to present the case plan, which was developed in collaboration with the family and is based on an assessment of child and family strengths and needs;
 - (2) Present information regarding the permanent plan, the tasks and services necessary to achieve reunification or the alternate permanent plan, and the anticipated date of completion;
 - (3) Report the status of the child/youth's placement, health, safety, well-being, and best interests;
 - (4) Report on the progress of the child/youth and/or parents to date toward changing the behaviors and conditions that require the child/youth to be in out-of-home placement; and
 - (5) Provide the rationale and supporting documents for the decisions and recommendations made to date for the information presented at the FAIR meetings.
- (y) Using the "Family Assessment and Inclusive Reunification" (Form 2272B), the facilitator records:
 - (1) The results of the FAIR meeting;
 - (2) Any recommended changes to the case plan;
 - (3) Whether consensus was reached regarding the recommended changes and if no consensus, a summary of the differing positions of the involved individuals;
 - (4) Any tasks, services, or programs to be completed and by whom;
 - (5) The projected date for completion of the tasks, or services, or programs, with the anticipated outcomes; and
 - (6) The signatures of the participants.
- (z) The CPSW or JPPO and District Office Supervisor are responsible for completing any actions necessary to satisfy the requirements for periodic FAIR meetings.
- (aa) The FAIR Steering Committee analyzes data and other findings that result from the case reviews. Team members include but are not limited to:
 - (1) The FAIR Program Supervisor;
 - (2) The Administrator of the Bureau of Well-being or Designee;
 - (3) The statewide Child Protection Services Administrator or Designee; and
 - (4) The statewide Juvenile Services Administrator or Designee.
- (bb) Written recommendations are provided to the DCYF Management Team, on a quarterly and annual basis that addresses case-specific and systemic findings, at the district, regional, and state levels.

Procedures

- (a) The CPSW or JPPO must:

- (1) For each child/youth who resides in out-of-home placement, enter case-specific data on the required screens of NH Bridges;
 - (2) Assure the "Address List for FAIR Review" (Form 2272D) is completed, or updated as necessary, to be used by the facilitator to notify individuals of scheduled FAIR Meetings
 - (3) Determine the need for childcare, transportation, and/or interpreter services to enable family members to attend the review, and develop and implement a plan to secure the services.
 - (4) Participate in a telephone consultation or pre-review interview with the facilitator and the supervisor, if requested by the facilitator or the DCYF Supervisor to:
 - a. Discuss any complex, sensitive issues or case related challenges that may be raised at the review and share strategies for ensuring a productive review;
 - b. Determine the actions to be taken to bring cases without timely reviews into compliance; and
 - c. Determine the actions to be taken to resolve case barriers or other issues regarding case management, case practice, and/or service delivery.
 - (5) Attend the FAIR meeting and present the following information:
 - a. The case plan (Provide a copy of the case plan to the parents and other participants);
 - b. The continuing necessity for, safety of, and appropriateness of the placement;
 - c. The extent of compliance with the case plan;
 - d. Progress or lack of progress made in reducing or eliminating the problems that led to the child/youth's placement; and
 - e. A projected date at which time the child/youth may be returned and safely maintained at home, be placed for adoption or legal guardianship, or fulfill another permanent plan.
 - (6) Complete any follow-up actions in a timely manner, as agreed upon, to satisfy the requirements for periodic review.
- (b) The facilitator must:
- (1) Schedule the FAIR meetings per Policy;
 - a. The CPS review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
 - b. The JJS review process must begin within 30 calendar days of the youth entering an out-of-home placement.
 - c. The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
 - d. Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.

- (2) Notify the child/youth's parents and other involved individuals listed in Policy, part (m) of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting" (Form 2272A);
 - a. Form 2272A will be mailed to individuals at the addresses noted in "Address List for FAIR Review" (Form 2272D), and
 - b. Form 2272A will be mailed with a copy of the brochure "Family Assessment and Inclusive Reunification Program" (Form 2272).
- (3) In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges to verify that staff have scheduled the FAIR Meetings, the annual Judicial Permanency Planning Hearings were held within federal timeframes, and that written Notices of FAIR Meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy part (m).
- (4) In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
- (5) Review the case record and NH Bridges screens to determine the status of the case;
- (6) Conduct the FAIR meeting by completing the following tasks:
 - a. Facilitate introductions among the participants;
 - b. Explain the purpose of the meeting and the legal basis;
 - c. Explain the confidentiality requirements;
 - d. Discuss the review process;
 - e. Ensure a presentation of the case plan by the CPSW or JPPO;
 - f. Facilitate a thorough discussion of the case plan including the permanent plan and the progress or lack of progress to date, and the other elements identified in Policy, part (e); and
 - g. Focus the meeting on stage appropriate discussions by using the "Major Focus Points for FAIR Meetings" (Form 2272E);
- (7) Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
- (8) Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR)" (Form 2272B).
- (9) Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
- (10) Provide a copy of the action steps (page 2) of Form 2272B to the parents, child/youth, Permanency Worker, and other participants, as determined by the case plan, at the time of the review or mail the form to parents who did not attend within five working days of the review, and file a copy of the form in the case record or file;
- (11) Within 5 working days of the review, enter case-specific information onto the case review screens of NH Bridges; and

- (12) Offer the "Family Assessment and Inclusive Reunification Partnership Survey" (Form 2272C) at the conclusion of every case review and use the findings to improve the case review process and the outcomes.

PD 12-12

Effective Date: February 2012

DISTRIBUTION: A and C, CYF Manual
(CYF632)

Exhibit A-2

Name: _____

Bi-weekly Activity Breakdown

Bi-weekly Activity Breakdown shall be submitted with your bi-weekly hourly invoice (Exhibit B-1) to: Provider-Relations with a copy to the DCYF Family Assessment and Inclusive Reunification Program Manager via e-mail attachment

Week of: Xx/xx/xx- xx/xx/xx	Activity Description	# Hours	Week of: Xx/xx/xx- xx/xx/xx	Activity Description	# Hours
Monday	Example: Travel Plan Meeting	1.5 2	Monday		
Tuesday			Tuesday		
Wednesday			Wednesday		
Thursday			Thursday		
Friday			Friday		
Total hours			Total hours		

Enter your name

Enter start and end date of week in column 1 & 4

Description of activity performed in column 2 & 5

Enter number of hours for activity performed in column 3 & 6



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) # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families, and (CFDA) # 93.645, Federal Agency Department of Health and Human Services, Stephanie Tubbs Jones Child Welfare Services Program for provision of services pursuant to Exhibit A, Scope of Services.
2. Payment for services shall be at a rate of twenty-one dollars and seventy cents (\$21.70) per hour, plus the cost of mileage.
 - 2.1. Hours are not to exceed one-hundred and thirty (130) hours per month for a total of one-thousand five-hundred and sixty (1560) hours per year.
 - 2.2. Total mileage amounts are not to exceed \$8,500 per year.
3. Payment for services shall be made as follows:
 - 3.1. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. Invoices identified in Exhibit B-1 and B-2 must be submitted not less than bi-weekly or no later than monthly to:

Attn: Fiscal Administrator
NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Exhibit B-1

NAME
ADDRESS
TOWN/CITY, STATE, ZIP CODE
Phone #:
e-mail address:

Invoice # Submitted to Provider Relations and copy the DCYF Family Assessment and Inclusive Reunification Program Manager via email:

FAIR FACILITATOR
REIMBURSEMENT BILLING FORM

HOURS WORKED

From	To	Hours Worked	Rate Per Hour	Total Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Grand Total Hours Worked:				\$

Provider:

SSN:

Provider Signature

Date Submitted-- Via Email

Please confirm receipt of this invoice. Thank you.
IMPORTANT: PLEASE RUSH PAYMENT

Exhibit B-2

NAME
ADDRESS
TOWN/CITY, STATE, ZIP CODE
Phone #:
e-mail address:

TRAVEL EXPENSES

**Invoice Submitted to: Provider-Relations and copy the DCYF Family Assessment and Inclusive Reunification
Program Manager via e-mail attachment**

Date	To	From	Total Mileage	Rate	Mileage reimbursement subtotal	Tolls	Total mileage & Tolls
Total							

Provider:

SSN:

Provider Signature

Date Submitted– Via Email



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 fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, 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;

New Hampshire Department of Health and Human Services
Exhibit C



- 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. **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

New Hampshire Department of Health and Human Services
Exhibit C



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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

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

NH Department of Health and Human Services

Exhibit C-2

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to 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

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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: Jeremy Durkin

5-14-14
Date

[Signature]
Name
Title:



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: Jeremy Disher

5-14-14
Date

Name: _____
Title: _____



**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 Order 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

New Hampshire Department of Health and Human Services
Exhibit F



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 (l)(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: Jeremy Durkin

5-14-14
Date

[Signature]
Name:
Title:



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Jeremy Durkin

5-14-14
Date

[Signature]
Name:
Title:



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: Jeremy Dushne

5-14-14
Date


Name:
Title:



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.



Exhibit I

- l. "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.

(3) 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



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 (I). 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



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



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 DHHS
 The State
Mary Ann Conery
 Signature of Authorized Representative
Mary Ann Conery
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
5/27/14
 Date

Jeremy Durkin
 Name of the Contractor
[Signature]
 Signature of Authorized Representative

 Name of Authorized Representative

 Title of Authorized Representative

5-14-14
 Date



**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: Jeremy Duhon

5-14-14
Date

[Signature]
Name:
Title:

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: N/A
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?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2014

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).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022		CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com																						
INSURED Jeremy Durkee 112 Bible Hill Rd Claremont NH 03743-5825		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
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INSURER F:																								

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	N	N	UDC-1453776-CGL-14	06/12/2014	06/12/2015	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

State of New Hampshire, Department of Health and Human Services
129 Pleasant St
Concord, NH 03301

CANCELLATION

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

Carol Bane

Jeremy Durkee
P.O. Box 808
Claremont NH, 03743
1-802-356-4212
durk85@yahoo.com

Professional Experience

Dartmouth Hitchcock Medical Center, Lebanon NH
November 2008 - Current
Inventory and Logistics- On sight Receiver

Responsibilities:

- ~ Verifies incoming orders
- ~ Receives in purchased orders
- ~ Logs shipping manifests
- ~ Delivers orders
- ~ Customer service (answer calls, emails)
- ~ Maintains dock safety logs and policy procedures
- ~ Maintains spread sheets of on sight contractors and contacts
- ~ Utilizes hospital track pad program for delivery locations

Sanel's Auto Parts Plus, Lebanon NH
July 2005- Nov 2008
Parts Delivery

Responsibilities:

- ~ Delivered auto parts upon request
- ~ Pulled orders for delivery

Department of Corrections (parole office), St. Johnsbury VT
August 2006- December 2006
Intern

Responsibilities:

- ~ Filed paperwork
- ~ Reorganizing of files
- ~ Rode with officers on home visits

Education

Lyndon State College, Lyndonville VT
August 2004 –May 2008
Bachelors of Psychology

References

Eric Wilkinson, Claremont NH, co-worker, known 5+ years
1-603-650-5000
Scott Morison, Woodsville NH, co-worker, known 5+ years,
1-802-922-0569
Tyler Morse, Windsor VT, co-worker, known 4 years
1-802-384-1846