



# State of New Hampshire Department of Health and Human Services

REQUEST FOR APPLICATION RFA-2017-DCYF-06-FAIR

FOR

Family Assessment Inclusive Reunification Facilitator

May 27, 2016



## REQUEST FOR APPLICATION 2017-DCYF-06-FAIR

### 1. Request for Services

The New Hampshire Department of Health and Human Services (DHHS), Division for Children, Youth and Families (DCYF) is accepting applications from individuals or organizations for the facilitation of the Family Assessment and Inclusive Reunification (FAIR) Process (see appendix C). FAIR is a solution-focused process for children and youth that are the legal responsibility of DCYF, who reside in out-of-home care settings (with the exception of children in shelter care facilities or the Sununu Youth Services Center).

DHHS is seeking one applicant per FAIR Keene/Claremont catchment area (see appendix D).

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 the FAIR policy (see appendix C). 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.

DHHS is seeking an applicant to provide services thirty (30) hours per week. Interested applicants must have the flexibility to provide services during alternate hours.

The Department anticipates entering into two-year contracts with the selected provider. The Department reserves the right to renew contract for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

#### 1.1. Request for Application Terminology

**DHHS** – Department of Health and Human Services

**DCYF** – Division for Children, Youth and Families

**FAIR** – Family Assessment and Inclusive Reunification

**CPSW** – Child Protective Service Worker

**JPPO** – Juvenile Probation and Parole Officer

**RFA** – Request for Application

**Family Development Theory** – Families like individuals, move over time through successive stages, a family composed of social roles and relations that change with each state of a family. Family Development Theory is an approach to studying families which helps to explain, patterned change; dynamic nature of the family, how change occurs in the family life cycle; each stage is a set of predictable steps/patterns and developmental tasks



families need to adapt and attend to in order to ensure family survival; accomplishment of the stage related task(s) provide the means for appropriate and further individual and family development; and family development is a continuous process.

**Solution-Focused Theory** – Is client centered where collaboration is the key and assessment of solutions is based on the client's desired outcomes, existing strengths and resources. The basic tenets are, to place emphasis on the future rather than on the present or past; belief that all people are free to make choices; belief that clients are their own experts who know what is best for them; use the resources available to the client; goals are specific, behavioral and obtainable; and problems are refrained in a more positive way.

**Inclusive-rate** – The amount is a flat rate no additional funds will be provided for expenses such as telephone, supplies, insurance, etc.

## 1.2. Scope of Services

The applicant will provide the following services:

- Create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress;
- Ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
- Comply with federally required elements for FAIR (see appendix C) 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.](#);
- Identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families;
- Explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency;
- 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;
- Conduct performance analysis on meeting procedures;
- Review and evaluate case progress in accordance with the Family Assessment and Inclusive Reunification (FAIR) policy (see appendix C) to ensure the Division is in compliance;
- Consult with Division staff to improve case progress and outcomes;
- Help empower families in decision-making immediately following the removal of their child(ren);
- Explain process goals, various roles and responsibilities of participants and maintain order and focus at FAIR meetings;
- Reinforce family and involved individuals of the importance of attendance;
- Maintain and provide a monthly FAIR meetings schedule to the Division;
- Ensure FAIR meetings are scheduled per Policy (see appendix C);



- Notify the child/youth's parents and other involved individuals listed, in advance of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting" (see appendix F) with a copy of the "Family Assessment and Inclusive Reunification Program" brochure (see appendix E);
- In consultation with supervisors, Child Protective Service Workers (CPSWs) and Juvenile Probation and Parole Officers (JPPOs), review information reports, which are produced by NH Bridges (Division for Children, Youth and Families' computer information system) 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 (see appendix C);
- In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
- Review the case record and NH Bridges (Division for Children, Youth and Families' computer information system) screens to determine the status of the case;
- 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, (see appendix C); and
  - g. Focus the meeting on stage appropriate discussions by using the "Major Focus Points for FAIR Meetings" (see appendix J);
- Summarize the review and restate the tasks, responsible individuals, timeframes, and expected outcomes;
- Record the results of the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR)" forms as applicable (see appendix G);
- Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer;
- 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 action steps to parents who did not attend within five working days of the review, and file a copy of the action steps in the case record or file;
- Within 5 working days of the review, enter case-specific information onto the case review screens of NH Bridges; and
- Offer the "Family Assessment and Inclusive Reunification Partnership Survey" (see appendix H) at the conclusion of every case review and use the findings to improve the case review process and the outcomes.



## MINIMUM QUALIFICATIONS

Staff charged with responsibilities that include meaningful case related contact with the children and families served by the Division for Children, Youth and Families shall have at minimum:

Education: High school diploma or equivalent: and

Experience: Three years of child welfare experience in the areas of child abuse, neglect and delinquency. Must also possess knowledge of family development theory, solution-focused theory and be able to incorporate these theories into their daily work.

License/Certification: Valid driver's license and/or access to transportation with liability insurance coverage as required by state laws for travel throughout the state.

### 1.3. Compensation & Contract Value

The rate of compensation for State Fiscal Year 2017 is an inclusive-rate of \$21.70 per hour plus mileage (mileage will be calculated in accordance with the Federal Standard Mileage Rates, as published annually) for a maximum total contract value of \$33,852 per year (not including mileage).

## 2. Notices

### 2.1. RFA Amendment

- 2.1.1. DHHS reserves the right to amend this RFA, as it deems appropriate prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RFA, DHHS, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the DHHS Internet site.

### 2.2. Application Submission

- 2.2.1. Applications submitted in response to this RFA must be received no later than the time and date specified in Section 3.2. Applications must be addressed for delivery to the Procurement Coordinator identified in Section 3.2.1. Applications must be marked with RFA-2017-DCYF-06-FAIR
- 2.2.2. Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the Applicant by the time the contract is awarded. Delivery of the Application shall be at the Applicant's expense. The time of receipt shall be considered when an Application has been received by DHHS, in accordance with its established policies. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Applicant's responsibility.
- 2.2.3. Applicants shall be presumed to be in agreement with the terms and conditions of the RFA and the sample contract in Appendix B, unless Applicant takes specific exception to one or more conditions through specifying these on Appendix A. For instructions see Appendix A.



## 2.3. Compliance

- 2.3.1. Applicants must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.
- 2.3.2. Culturally and Linguistically Appropriate Standards
  - 2.3.2.1. The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.
  - 2.3.2.2. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
  - 2.3.2.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.
  - 2.3.2.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
  - 2.3.2.5. Applicants are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 2.3.3. Successful Applicants will be:



- 2.3.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council; and
- 2.3.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.
- 2.3.4. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
  - 2.3.4.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
  - 2.3.4.2. The frequency with which LEP individuals come in contact with the program, activity or service;
  - 2.3.4.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
  - 2.3.4.4. The resources available to the organization to provide language assistance.
- 2.3.5. **Applicants are required to complete the TWO (2) steps listed in the Appendix D to this RFA, as part of their Application.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Applicants' program design, which in turn, will allow Applicants to put forth the best possible Application.
- 2.3.6. For guidance on completing the two steps in Appendix D, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFA, which is posted on the DHHS website.  
<http://www.dhhs.nh.gov/business/forms.htm>.

## 2.4. Non-Collusion

- 2.4.1. The Applicant's required signature on the Transmittal Cover Letter for an Application submitted in response to this RFA guarantees that the prices, terms and conditions, and services have been established without collusion with other Applicants and without effort to preclude DHHS from obtaining the best possible Application.

## 2.5. Applicant Withdrawal

- 2.5.1. Prior to the Closing Date for receipt of Applications, an Application may be withdrawn by submitting a written request for its withdrawal to Procurement Coordinator identified in Section 3.2.1.



## 2.6. Public Disclosure

- 2.6.1. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to this RFA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFA will be made accessible to the public online via the website Transparent NH ([www.nh.gov/transparentnh/](http://www.nh.gov/transparentnh/)). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 2.6.2. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5.
- 2.6.3. Each Applicant acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by an Applicant as confidential, DHHS shall notify the Applicant and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Applicant without incurring any liability to the Applicant.

## 2.7. Non-Commitment

- 2.7.1. Notwithstanding any other provision of this RFA, this RFA does not commit DHHS to award a Contract. DHHS reserves the right to reject any and all Applications or any portions thereof, at any time and to cancel this RFA and to solicit new Applications under a new Application process.

## 2.8. Liability

- 2.8.1. By submitting an Application in response to this RFA, an Applicant agrees that in no event shall the State be either responsible for or held liable for any costs incurred by an Applicant in the preparation or submittal of or otherwise in connection with an Application, or for work performed prior to the Effective Date of a resulting contract.

## 2.9. Request for Additional Information or Materials

- 2.9.1. During the period from date of Application submission to the date of Contractor selection, DHHS may request of any Applicant additional information or materials needed to clarify information presented in the Application. Key personnel shall be available for interviews.



## **2.10. Oral Presentations and Discussions**

2.10.1. DHHS reserves the right to require some or all Applicants to make oral presentations of their Application. Any and all costs associated with an oral presentation shall be borne entirely by the Applicant.

## **2.11. Contract Negotiations and Unsuccessful Applicant Notice**

2.11.1. If an Applicant(s) is selected, the State will notify the successful Applicant(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s).

2.11.2. In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for Applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

## **2.12. Scope of Award and Contract Award Notice**

2.12.1. DHHS reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

2.12.2. If a contract is awarded, the Applicant must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

## **2.13. Site Visits**

2.13.1. DHHS reserves the right to request a site visit for DHHS Staff to review Applicant's organization structure, subcontractors, policy and procedures, and any other aspect of the Application that directly affects the provisions of the RFA and the delivery of services. Any and all costs associated with the site visits incurred by the Applicant shall be borne by the Applicant.

2.13.2. Prior to implementation, DHHS reserves the right to make a pre-delegation audit by DHHS staff to the Applicant's site to determine that the Applicant is prepared to initiate required activities. Any and all costs associated with this pre-delegation visit shall be borne by the Applicant.



## 2.14. Protest of Intended Award

2.14.1. Any challenge of an award made or otherwise related to this RFA shall be governed by RSA 21-G:37, and the procedures and terms of this RFA. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFA. In the event that any legal action is brought challenging this RFA and selection process, outside of the review process identified in RSA 21-G:37,IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

## 2.15. Contingency

2.15.1. Aspects of the award may be contingent upon changes to State or federal laws and regulations.

## 3. Application Process

Application documents identified below must be submitted on standard eight and one-half by eleven inch (8 ½" X 11") white paper, using font size 12 or larger. Application documents must be presented in the order indicated below and stapled in the top left hand corner.

Applications must conform to all instructions, requirements and contents indicated below.

### 3.1. Application Content

3.1.1. **A Transmittal Cover Letter** on the Applicant's letterhead that must:

- 3.1.1.1. Reference, "**RFA-2017-DCYF-06-FAIR**";
  - 3.1.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the agency or individual;
  - 3.1.1.3. Acknowledge that the Applicant has read this Request for Application, understands it, and agrees to be bound by its requirements;
  - 3.1.1.4. Confirm that Appendix A, Exceptions to Terms and Conditions, is included with the Application (Appendix A is attached);
  - 3.1.1.5. Contain the date that the Application was submitted; and
  - 3.1.1.6. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Application.
- 3.1.2. **Curriculum Vitae or Resume** of each individual performing functions identified in this Request for Application.
- 3.1.3. **Licenses, Certificates and Permits** as required by this Request for Application.
- 3.1.4. **Current Certificate of Insurance**
- 3.1.5. **Three (3) references for the Applicant.** Each reference must include:
- 3.1.5.1. Name, address, telephone number of the reference.



- 3.1.5.2. Description of the nature of the relationship between the Applicant and the reference.
- 3.1.5.3. Length of time the reference has been affiliated with the Applicant.
- 3.1.6. **Affiliations – Conflict of Interest Statement** regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest

### **3.2. Application Submission Deadline**

Applications must be received by **2:00 p.m.** (Eastern Standard Time), **June 15, 2016.**

- 3.2.1. All Applications must be submitted to:  
State of New Hampshire  
Department of Health and Human Services  
Caroline Trexler  
Contracts & Procurement Unit  
129 Pleasant Street  
Concord NH 03301  
[Caroline.m.trexler@dhhs.state.nh.gov](mailto:Caroline.m.trexler@dhhs.state.nh.gov)  
Phone: (603) 271-9062

## **4. Appendices**

- Appendix A - Exceptions to Terms and Conditions
- Appendix B – Sample Contract
- Appendix C - Family Assessment and Inclusive Reunification (FAIR) Policy
- Appendix D – FAIR Catchment Area
- Appendix E - -Family Assessment and Inclusive Reunification Program Brochure
- Appendix F - -Invitation to FAIR Meeting
- Appendix G - -Family Assessment and Inclusive Reunification (FAIR) Forms:
  - Form 1533 - Standard
  - Form 1534 – APPLA
  - Form 1535 – Non APPLA
- Appendix H - -Family Assessment and Inclusive Reunification Partnership Survey
- Appendix I - -Address List for FAIR Review
- Appendix J – Major Focus Points for FAIR Meetings

**APPENDIX A**

**EXCEPTIONS TO TERMS AND CONDITIONS**

A Responder shall be presumed to be in agreement with the terms and conditions of the RFA unless the Responder takes specific exception to one or more of the conditions on this form.

**RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFA SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFA SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.**

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

**INSTRUCTIONS:** Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

<b>Responder Name:</b>	
<u><b>Term &amp; Condition Number/Provision</b></u>	<u><b>Explanation of Exception</b></u>

*By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFA and the sample Contract Standard Language, Appendix B, except those clearly outlined as exceptions above.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Appendix B

**FORM NUMBER P-37 (version 1/09)**

Subject: \_\_\_\_\_

## AGREEMENT

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

<b>1.1 State Agency Name</b>		<b>1.2 State Agency Address</b>  129 Pleasant Street, Brown Building Concord, New Hampshire 03301-3857	
<b>1.3 Contractor Name</b>		<b>1.4 Contractor Address</b>	
<b>1.5 Contractor Phone Number</b>  )	<b>1.6 Account Number</b>	<b>1.7 Completion Date</b>	<b>1.8 Price Limitation</b>
<b>1.9 Contracting Officer for State Agency</b>		<b>1.10 State Agency Telephone Number</b>	
<b>1.11 Contractor Signature</b>		<b>1.12 Name and Title of Contractor Signatory</b>	
<b>1.13 Acknowledgement:</b> State of _____, County of _____  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>			
<b>1.14 State Agency Signature</b>		<b>1.15 Name and Title of State Agency Signatory</b>	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b>  By: _____ On: _____			
<b>1.18 Approval by the Governor and Executive Council</b>  By: _____ On: _____			

# Appendix B

**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.

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## 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

## Appendix B

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.



**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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## 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.

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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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## 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.

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## New Hampshire Department of Health and Human Services Exhibit D



### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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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## 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:

\_\_\_\_\_  
Date

\_\_\_\_\_  
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:

\_\_\_\_\_  
Date

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

# Appendix B

## New Hampshire Department of Health and Human Services Exhibit F



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 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

# Appendix B

## 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 (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: \_\_\_\_\_

\_\_\_\_\_  
Date

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



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**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:

\_\_\_\_\_

Date

\_\_\_\_\_

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:

\_\_\_\_\_  
Date

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

# Appendix B

## New Hampshire Department of Health and Human Services Exhibit I



### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

#### **Definitions**

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "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.
8. "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.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "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.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. 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.

# Appendix B

## New Hampshire Department of Health and Human Services Exhibit I



### Use and Disclosure of Protected Health Information

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
  - 2.1. For the proper management and administration of the Business Associate;
  - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. 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.

### Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
3. 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.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. 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.

# Appendix B

## New Hampshire Department of Health and Human Services Exhibit I



6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

### Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

### Termination for Cause

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

# Appendix B

## New Hampshire Department of Health and Human Services Exhibit I



### Miscellaneous

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. 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.
3. 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.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. 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.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name:

\_\_\_\_\_  
Date

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

State Agency Name:

\_\_\_\_\_  
Date

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

# Appendix B

## New Hampshire Department of Health and Human Services Exhibit J



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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 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:

\_\_\_\_\_ Date

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



**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: _____

## Appendix C

<b>1530 FAMILY ASSESSMENT AND INCLUSIVE REUNIFICATION (FAIR) REVIEWS</b>	
<b>Chapter: Case Management Standards for CP and JJ Field Services</b>	<b>Section: Engaging Families</b>
	New Hampshire Division for Children, Youth and Families Policy Manual Policy Directive: <b>15-41</b> Effective Date: <b>September 2015</b> Scheduled Review Date:
Approved:  Lorraine Bartlett, DCYF Director	
Related Statute(s): <a href="#">RSA 169-B</a> , <a href="#">RSA 169-C</a> , <a href="#">RSA 169-D</a> , <a href="#">RSA 186-C</a> , and <a href="#">RSA 193:27</a> Related Admin Rule(s): Related Federal Regulation(s): <a href="#">SSA 422</a> , <a href="#">SSA 471</a> , <a href="#">SSA 475</a> , <a href="#">1355.20</a> , and <a href="#">1356.21</a>	Related Form(s): <b>FORM 1530, FORM 1531, FORM 1532, FORM 1533, FORM 1534, FORM 1535, FORM 1536, and FORM 1537</b> Bridges' Screen(s) and Attachment(s):

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 goal is achieved. Engaging families and youth in decisions about permanency, safety and well-being increases the likelihood of a successful case 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 supportive people identified by the family, in a solution-focused process together with DCYF and service providers. FAIR aims to empower families in their own decision-making, case planning, and goal development immediately following the removal of their child(ren). Together, FAIR participants will continuously assess family needs and provide necessary support towards achieving permanency for the family.

### Definitions

**"Adult Living Preparation"** means a process of assessing, planning, and supporting youth with the guidance of identified adult connections through the transition from childhood and adolescence, into independence and adulthood. This term includes "independent living."

**"Age or Developmentally-Appropriate"** means the federal standard in SSA 475(11)(A) that qualifies activities or items that are generally accepted as suitable for children of the same chronological age or level of maturity, or that are determined to be developmentally-appropriate for a specific child based on the developmental stages attained by that child with respect to his/her cognitive, emotional, physical, and behavioral capacities.

**"APPLA" or "Another Planned Permanent Living Arrangement"** means a permanency goal in which the Division maintains supervision of, and placement and care responsibility for a youth age 16 or older through the deliberate out-of-home placement of the youth with an identified permanent connection until the youth reaches adulthood based on compelling information that it is not in the youth's best interest to seek a more permanent goal.

**"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 incorporates Solution Based Casework and describes: the type, necessity, safety and appropriateness of placement; the needs

## Appendix C

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 permanency goal for the child/youth.

**"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 JJS 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.

**"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.

**"Concurrent Goal"** means the alternate plan for the child/youth in out-of-home placement, which will achieve another permanency goal if reunification with a parent is not possible.

**"CPS"** means the Bureau of Field Services' Child Protective Services within DCYF.

**"CPSW"** means a Child Protective Service Worker employed by DCYF.

**"DCYF"** or the **"Division"** means the DHHS Division for Children, Youth and Families.

**"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.

**"FAIR Program Supervisor"** means the supervisor responsible for the management and oversight of the FAIR Program.

## Appendix C

**"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 a Child Protection Services Administrator or designee, a Juvenile Justice 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 Management Team.

**"JJS"** means the Bureau of Field Services' Juvenile Justice Services within DCYF.

**"JPPO" or "Juvenile Probation and Parole Officer"** means an employee of DCYF who discharges the powers and duties established by RSA 170-G: 16, and supervises paroled delinquents pursuant to RSA 170-H.

**"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.

**"Parents"** means the child/youth's birth or adoptive parents, stepparents, or legal guardians, as established by state law.

**"Permanency"** means that a child/youth has a legally permanent caregiver to nurture his/her healthy development. As defined in the Child and Family Services Reviews, a child in foster care is determined to have achieved permanency when any of the following occurs: (1) The child is discharged from foster care to reunification with his or her parent or other relative; (2) the child is discharged from foster care to a legally finalized adoption; or (3) the child is discharged from foster care to the care of a legal guardian.

**"Permanency Facilitator" or "Facilitator"** means a trained, independent contracted individual who is responsible for conducting the FAIR Case Review.

**"Permanency Goal"** 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. For each child/youth, there will be one primary current goal from the following options:

- (1) Maintain in own home;
- (2) Return home (reunification);
- (3) Adoption;
- (4) Legal guardianship; or
- (5) Another Planned Permanent Living Arrangement (APPLA).

**"Placement in the Least Restrictive Setting and Most Appropriate Setting"** means the most family-like setting that can meet the child/youth's needs.

**"Reasonable and Prudent Parent Standard"** means the federal standard in SSA 475(10)(A) characterized by careful and sensible parental decisions made by a caregiver for a child in foster care, that maintain the health, safety, and best interests of the child/youth while encouraging the emotional and developmental growth of the child through participation in extracurricular, enrichment, cultural, and social activities.

## Appendix C

**"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 permanency goal for the child/youth.

**"SYSC,"** or the **"John H. Sununu Youth Services Center,"** or the **"Youth Detention Services Unit"** means the architecturally secure juvenile treatment facility administered by the DHHS Division for Children, Youth and Families for committed juveniles and detained youth, and for NH youth involved with the NH court system prior to their adjudication.

### Policy

- I. The objectives of the FAIR meetings are:
  - A. 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.
  - B. 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;
  - C. To ensure compliance with the federally required elements for periodic case review, specifically including regulations in SSA Section 422 (Title IV-B) and SSA Section 475(5) (Title IV-E);
  - D. To identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families; and
  - E. To explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency.
- II. FAIR Meetings must be held for:
  - A. Every child/youth in an out-of-home placement;
  - B. Each child/youth up to the age of 21 who remains in out-of-home placement;
  - C. 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;
  - D. Each child/youth whose parents' rights have been voluntarily surrendered or legally terminated, until adoption or another permanency goal has been completed; and
  - E. 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.
  - F. FAIR meetings are not required for youth who are at SYSC or in shelter care.
- III. FAIR meetings must be time-limited to approximately an hour and follow a set schedule:
  - A. The CPS case review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.

## Appendix C

- B. The JJS case review process must begin within 30 calendar days of the youth entering an out-of-home placement.
  - C. 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.
  - D. The subsequent FAIR meeting must occur within 4 months of the child/youth entering out-of-home placement.
  - E. Following the 4-month case review, FAIR meetings must continue every 6 months while the child/youth remains in out-of-home placement.
  - F. 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.
  - G. FAIR meetings may be coordinated with court reviews and other case planning conferences, such as treatment team meetings at residential treatment programs, educational meetings at local schools, or behavioral health treatment team meetings, as appropriate;
- IV. FAIR meetings are 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;
- A. 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.
- V. FAIR meetings must be respectful, frank, open discussions conducted in an informal, inclusive manner to assist parents and youth to develop and implement their case plan and permanency goal. This must include:
- A. 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;
  - B. Identifying with the family their strengths and needs;
    - 1. Identifying relatives and others who are natural connections and supports to the child/youth;
    - 2. Identifying behavioral health needs including trauma identification and treatment;
  - C. Identifying the permanency goal and concurrent goal with the family, and projected date of completion.
    - 1. The primary goal before the permanency hearing is reunification.
    - 2. The concurrent goal should be an agreed upon alternate plan to achieve another permanency goal if reunification with a parent is not possible.
    - 3. Review the progress made in achieving the permanency goals, including:
      - (a) Agency efforts to meet with the family (including youth) face-to-face to work on the case plan;

## Appendix C

- (b) 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;
  - (c) 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;
- 4. Additionally, assess any barriers to completing case plan and discuss a plan to overcome these barriers;
- D. 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;
  - 1. Any youth age 14 and over must be involved in the development and any revision of the case plan.
    - (a) Youth may invite two (2) members of their case planning team (other than the foster parent and CPSW/JPPPO) to the FAIR meeting to consult about their case plan.
    - (b) One (1) individual selected by the youth to be a member of the child's case planning team may be designated as the youth's advisor and as necessary, advocate, with respect to the application of the reasonable and prudent parent standard to the youth;
    - (c) The Division may dismiss an individual selected by a youth to be a member of the case planning team at any time if there is good cause to believe that the individual is/would not act in the best interests of the youth.
  - 2. Involvement is at a minimum considered a consultation.
- E. Discussing the appropriateness of the visitation plan and assess any changes that need to be made (i.e. changing visitation from supervised to unsupervised);
  - 1. Reviewing the frequency and quality of child/youth visits with parents, siblings, relatives, and natural connections;
- F. Reviewing the well-being needs of the parents and children/youth including a review of medical, dental and social needs;
  - 1. Review the child/youth's access to age or developmentally appropriate activities.
  - 2. Review the caregiver's needs related to meeting the "Reasonable and Prudent Parent Standard."
- G. Reviewing educational needs, including
  - 1. Review of child/youth's educational placement being stable, appropriate, and in the child/youth's best interest;

## Appendix C

2. 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
  3. Immediate enrollment of children and youth in a new school when not continuing in their school of origin;
    - (a) Provision of educational records by the sending school district if the child/youth is unable to be maintained in their school of origin.
- H. Reviewing child/youth's school progress;
- I. Reviewing adult living preparation plan for youth 14 and older;
- J. Reviewing 90-day youth transition plan (for youth 17.75 years of age, and, if applicable, again 3 months prior to discharge);
- K. Reviewing Aftercare Plan for youth 17 and older in DCYF; and
- L. Reviewing CPSW or JPPO child/youth visits and outcomes.
- VI. While each FAIR meeting must discuss the topics listed in section V 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 1537):
- A. 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 and 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 ongoing case.
  - B. 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 goal is also appropriate.
  - C. The 10-month FAIR meeting will place great emphasis on the achievement of the current permanency goal and the concurrent goal. 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 goal. It is important to also assess that all reasonable efforts are being made to achieve the permanency goal for this case. If not, what efforts will be made to ensure this is happening before the permanency hearing occurs?
  - D. Post-permanency FAIR meetings (excluding APPLA cases) will continue to provide intense focus on the permanency goal 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

## Appendix C

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?

- E. Post-permanency FAIR meetings (APPLA cases) should focus on the plan for the youth upon exiting out-of-home care and explore efforts being made to identify a primary caring adult, if one is not already identified. 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 goal, 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 goal? Does the youth have regular, ongoing opportunities to engage in age or developmentally appropriate activities? Determine the steps the Division is taking to ensure the child's out-of-home placement provider is following the reasonable and prudent parent standard.
- VII. With the exception of the 10-day meeting, a written notice of the date, time, place, and purpose of the FAIR meeting (Form 1530 and Form 1532) must be sent, via mail or email, at least 10 calendar days prior to the meeting to the following individuals:
- A. The child/youth's parents;
  - B. The child/youth, regardless of age (each child/youth is invited to attend and participate in an age appropriate manner);
  - C. Family members, supportive friends, clergy, or others, as requested by the parents or youth (see V-D:1(a) above);
  - D. The child/youth's foster parents or relative caregivers;
  - E. The residential care provider;
  - F. The child/youth's attorney, guardian ad litem, or Court Appointed Special Advocate (CASA) who has been appointed by the court of jurisdiction;
  - G. The child/youth's surrogate parent as defined by RSA 186-C:14;
  - H. 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;
  - I. The child/youth's behavioral health therapist;
  - J. The service providers;
  - K. The identified primary caring adult for a youth with a goal of APPLA; and
  - L. Other involved professionals, as determined by the case plan.
- VIII. Extensive efforts (on-going contact, flexible scheduling, etc.) must be made to ensure that the parents and/or child/youth are able to attend and engage in the FAIR meeting.

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- A. 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.
  - B. 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.
  - C. If circumstances arise within 24 hours of the scheduled meeting, that are a barrier to a parent or child/youth attending, the use of a conference line to participate by phone must be offered or the meeting may be rescheduled.
  - D. If all efforts to include the parents and/or child/youth in the FAIR meeting have been made but they do not attend, the FAIR meeting must still be held to review the case.
- IX. DCYF does not provide financial reimbursement for meeting time, travel time, or mileage expenses for any of the invited participants.
- X. 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 1533, Form 1534, or Form 1535 must be completed for each child/youth.

### Procedures

- I. The CPSW or JPPO must:
- A. For each child/youth who resides in out-of-home placement, enter case-specific data on the required screens of NH Bridges;
  - B. Assure the "Address List for FAIR Review" (Form 1531) is completed, or updated as necessary, to be used by the facilitator to notify individuals of scheduled FAIR Meetings.
  - C. Determine the need for child care, transportation, and/or interpreter services to enable family members to attend the review, and develop and implement a plan to secure the services.
  - D. 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:
    - 1. Discuss any complex, sensitive issues or case related challenges that may be raised at the meeting and share strategies for ensuring a productive review;
    - 2. Determine the actions to be taken to bring cases without timely reviews into compliance; and
    - 3. Determine the actions to be taken to resolve case barriers or other issues regarding case management, case practice, and/or service delivery.
  - E. Attend the FAIR meeting and present the following information:
    - 1. The problem that led the child/youth to go into out-of-home placement and the [case plan](#), which was developed in collaboration with the family and is based on an assessment of child and family strengths and needs (provide a copy of the case plan to the parents and other participants);

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2. The continuing necessity for, safety of, and appropriateness of the placement;
  3. The status of the child/youth's placement, health, safety, well-being, and best interests;
  4. The extent of compliance with the case plan;
  5. Progress or lack of 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;
  6. The permanency goal, including tasks and services necessary to achieve reunification or the concurrent goal, and the 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 permanency goal; and
  7. The rationale and supporting documents for the decisions and recommendations made to date for the information presented at the FAIR meetings.
- F. Complete any follow-up actions in a timely manner, as agreed upon, to satisfy the requirements for periodic FAIR meetings.
- II. The facilitator must:
- A. Schedule the FAIR meetings per Policy;
    1. The CPS case review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.
    2. The JJS case review process must begin within 30 calendar days of the youth entering an out-of-home placement.
    3. The subsequent review must occur within 4 months of the child or youth entering out-of-home placement.
    4. Following the 4-month case review, reviews must continue every 6 months while the child/youth remains in out-of-home placement.
  - B. Notify the child/youth's parents and other involved individuals listed in Policy, part VII of the date, time, and place of FAIR meeting via the "Invitation to FAIR Meeting" (Form 1530);
    1. Form 1530 will be mailed to individuals at the addresses noted in "Address List for FAIR Review" (Form 1531), and
    2. Form 1530 will be mailed with a copy of the brochure "Family Assessment and Inclusive Reunification Program" (Form 1532).
  - C. In consultation with supervisors, CPSWs and JPPOs, review information reports, which are produced by NH Bridges to verify that:
    1. FAIR meetings are scheduled;

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2. Annual Permanency Hearings were held within federal timeframes; and
  3. Written Notices of FAIR meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy part VII.
- D. In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
- E. Review the case record and NH Bridges screens to determine the status of the case;
- F. Conduct the FAIR meeting in a manner to encourage discussion and participation, while respecting the rights and culture of all participants by completing the following tasks:
1. Facilitate introductions among the participants;
  2. Explain the purpose of the meeting and the legal basis for case reviews;
  3. Explain the confidentiality requirements and that all information discussed is protected;
  4. Discuss the review process and provide an explanation of the participant's rights;
  5. Maintain a time-limited discussion on the case plan:
    - (a) Ensure a presentation of the case plan by the CPSW or JPPO;
    - (b) Facilitate a thorough discussion of the case plan including:
      - (1) The permanency goal and the progress or lack of progress to date, consistent with the facts of the case;
      - (2) Determining that the tasks, services, timeframes, and child and family outcomes are appropriate for the permanency goal;
      - (3) Other elements identified in Policy, part V; and
    - (c) Recommend 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.
  6. Focus the meeting on stage appropriate discussions by using the "Major Focus Points for FAIR Meetings" (Form 1537);
  7. Summarize the meeting and restate the tasks, responsible individuals, timeframes, and expected outcomes;
  8. Record the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR)" (Form 1533 for a goal of Reunification , Form 1534 for a goal of APPLA, or Form 1535 for Non-APPLA permanency goals). Document:

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- (a) The results of the FAIR meeting;
  - (b) Any recommended changes to the case plan;
  - (c) Whether consensus was reached regarding the recommended changes and if no consensus, a summary of the differing positions of the involved individuals;
  - (d) Any tasks, services, or programs to be completed and by whom;
  - (e) The projected date for completion of the tasks, or services, or programs, with the anticipated outcomes; and
  - (f) Obtain the signatures of the CPSW or JPPO, supervisor, parents, guardian, stepparents, child/youth, and other participants including the case reviewer.
- G. Provide a copy of Form 1533, Form 1534, or Form 1535 to the parents, child/youth, Permanency Worker, and other participants as determined by the case plan, at the time of the review;
- 1. Mail the form to parents who did not attend within five (5) working days of the review.
  - 2. File a copy of the form in the case record or file.
- H. Within five (5) working days of the review, enter case-specific information onto the case review screens of NH Bridges; and
- I. Offer the "Family Assessment and Inclusive Reunification Partnership Survey" (Form 1536) at the conclusion of every case review and use the findings to improve the case review process and the outcomes.
- III. The FAIR Steering Committee analyzes data and other findings that result from the case reviews.
- A. Members include but are not limited to:
- 1. The FAIR Program Supervisor;
  - 2. The Administrator of the Bureau of Well-being or designee;
  - 3. A Child Protection Services Administrator or designee; and
  - 4. A Juvenile Justice Services Administrator or designee.
- B. Written recommendations that address case-specific and systemic findings, at the district, regional, and state levels are provided to the DCYF Management Team, on a quarterly and annual basis.

## Appendix D - FAIR Catchment Areas

### **Claremont & Keene Area (30 Hours per week)**

#### **CITIES/TOWNS**

ACWORTH  
ALSTEAD  
ANTRIM  
BENNINGTON  
CANAAN  
CHARLESTOWN  
CHESTERFIELD  
CLAREMONT  
CORNISH  
CROYDON  
DEERING  
DUBLIN  
ENFIELD  
FITZWILLIAM  
GEORGES MILLS  
GILSUM  
GOSHEN  
GRAFTON  
GRANTHAM  
GREENFIELD  
GREENVILLE  
HANCOCK  
HANOVER  
HARRISVILLE  
HILLSBORO  
HINSDALE  
JAFFREY  
KEENE  
LANGDON  
LEBANON  
LEMPSTER  
LYME  
MARLBOROUGH  
MARLOW  
NELSON  
NEW IPSWICH  
NEWPORT  
ORANGE  
ORFORD  
PETERBOROUGH

## Appendix D - FAIR Catchment Areas

PLAINFIELD  
RICHMOND  
RINDGE  
ROXBURY  
SHARON  
SPOFFORD  
SPRINGFIELD  
STODDARD  
SULLIVAN  
SUNAPEE  
SURRY  
SWANZEY  
TEMPLE  
TROY  
UNITY  
W. LEBANON  
WALPOLE  
WASHINGTON  
WESTMORELAND  
WINCHESTER  
WINDSOR

# FAIR

FAIR FACILITATORS ARE  
RESPONSIBLE FOR THE FOLLOWING  
DISTRICT OFFICES:

- ◆ Littleton/Conway/Berlin
- ◆ Claremont/Keene
- ◆ Concord/Laconia
- ◆ Rochester/Seacoast
- ◆ Southern
- ◆ Manchester

## Appendix E DHHS MISSION STATEMENT

To join communities and families  
in providing opportunities for  
citizens to achieve health and  
independence

## DCYF MISSION STATEMENT

We are dedicated to assisting  
families in the protection,  
development, permanency, and  
well-being of their children and the  
communities in which they live.



NH Department of Health  
and Human Services

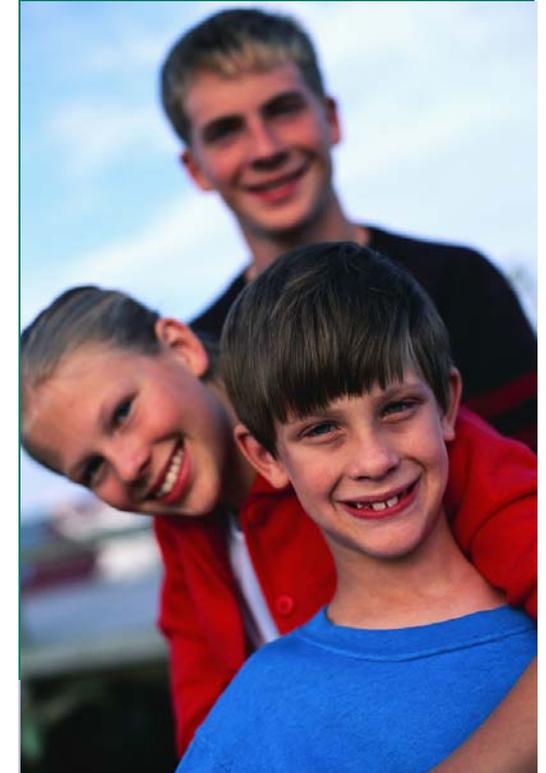
Form 1532

September 2015

PD 15-41

# FAIR

FAMILY ASSESSMENT &  
INCLUSIVE REUNIFICATION  
PROGRAM



Division for Children, Youth  
and Families

[www.dhhs.state.nh.gov/dcyf](http://www.dhhs.state.nh.gov/dcyf)

## PROTECT CHILDREN

### WHAT IS FAMILY ASSESSMENT AND INCLUSIVE REUNIFICATION?

When it comes to your family, you should be part of determining the course of your family's future.

FAIR is designed to ensure the safety and well-being of your children by bringing together caring family support professionals, juvenile justice staff, and child protection staff to work in partnership with you and your family.

As a parent, you play a key role in ensuring that your child's needs are being met, and in developing a plan for his or her future. You are the most important figure in your child's life, so you will be a part of planning your child's permanency.

Working together as a team, reduces the chances of your child lingering in foster care and increases the likelihood that a permanent plan will be achieved promptly.

#### Members of the FAIR team:

- ◆ Parents
- ◆ Child, Youth
- ◆ Child Protective Services Worker (CPSW)
- ◆ Juvenile Probation and Parole Officer (JPPO)
- ◆ FAIR facilitator (leads the meetings)
- ◆ Family supports (relatives, etc.)
- ◆ Involved individuals (professionals & community members)

## STRENGTHEN FAMILIES

### NEXT STEPS

Now that your child has been placed out-of-home, your CPSW/JPPO will discuss the FAIR process with you, schedule a meeting, and identify other people you would like at the meeting to support you, and discuss any concerns you may have.

During the meetings a FAIR Facilitator will lead the discussion and action steps will be assigned to appropriate participants as determined by the team. The purpose is to remove barriers to permanency and alleviate the danger that led to the placement of the child(ren).

#### FAIR meeting timeline:

- ◆ 10 days after Child Protective Services' removal of the child
- ◆ 30 days after initial placement by Juvenile Justice Services
- ◆ 4 months
- ◆ 10 months
- ◆ Every 6 months thereafter - until the child is in a permanent placement.



## IMPROVE COMMUNITIES

### FOCUS OF FAIR MEETINGS

- ◆ Welcome and introductions
- ◆ Review participant roles and responsibilities
- ◆ Present allegations/circumstances leading to placement
- ◆ Identify risk factors related to allegations and what needs to happen to mitigate these concerns
- ◆ Discussion related to achieving safety, permanency, and well-being of the child(ren)
- ◆ Identify family's strengths, connections, and resources and how to best utilize those in moving the case forward
- ◆ Identify community resources needed to achieve reunification or other permanency goal
- ◆ Develop action steps to occur before next FAIR meeting
- ◆ Document action steps and distribute copies to all participants
- ◆ Complete satisfaction survey
- ◆ Schedule the next FAIR meeting.





**INVITATION**  
**Family Assessment and Inclusive Reunification (FAIR) Meeting**

Date

Parent(s) Name  
Address  
City, State Zip

Dear Parent(s) Name(s):

The Division for Children, Youth and Families would like to cordially invite you to a FAIR meeting.

Location:  
Address:  
Date:  
Time:

The purpose of this meeting is to discuss how your child(ren), child(ren)'s name(s), and your family's permanency plan, safety needs, and overall well-being are being addressed through the current case planning process, what outcomes have occurred, and what additional steps are needed.

Your attendance at this meeting is extremely important, as this is a meeting to discuss the permanency planning of your family.

Each person listed at the bottom of this letter has also been invited to this meeting.

If you have any questions, please call me at telephone # with area code.

I look forward to seeing you.

Sincerely,

FAIR Permanency Facilitator

cc:



**F.A.I.R.**  
**FAMILY ASSESSMENT AND INCLUSIVE REUNIFICATION**  
 Reunification

Name of Child \_\_\_\_\_ Date of Review \_\_\_\_\_

DOB \_\_\_\_\_ Removal Date \_\_\_\_\_

Client ID # \_\_\_\_\_ Location of Meeting \_\_\_\_\_

Case ID # \_\_\_\_\_ District Office \_\_\_\_\_

Name of worker: \_\_\_\_\_ CPS  JJS

Permanency Goal Reunification Concurrent Plan \_\_\_\_\_

**If not initial review:**

Current case plan? Y  N  Progress towards permanency? Y  N

Comment \_\_\_\_\_ Comment \_\_\_\_\_

Have the reasons for removal been clarified? Y  N

Provide specific behavioral changes and skills that need to be demonstrated in order for reunification to occur.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

What specific behavioral changes and skills have already been achieved?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Can the current concerns be addressed with the child/youth in the home? Y  N

Explain: \_\_\_\_\_

Is the child/youth currently in a safe and appropriate placement that meets his/her needs? Y  N

Does the youth have regular and ongoing access to age and developmentally appropriate activities? Y  N

Explain: \_\_\_\_\_

Is it a permanent home? Y  N

If no, what efforts are being made to find a permanent home? \_\_\_\_\_

Have relatives and siblings been identified? Y  N

Have relatives and siblings been engaged in the process? Y  N

Explain: \_\_\_\_\_

Have relatives been notified via "Relative Notification Letter" Form 2263? (for CPS cases)      Y       N  

What are the family's strengths, skills, and protective factors?

What are the family's resources?

How can the family use their strengths and resources to help reunification move forward?

What are the child's/youth's needs related to safety, permanency, and well-being (educational, medical, and behavioral)?

What are the parent's needs related to safety, permanency, and child and family well-being?

Have the parenting/sibling opportunities, necessary supports, and frequency of visits been defined?      Y       N  

Explain: \_\_\_\_\_

How have you been involved with the decision-making process for your case?

How would you like to be more involved with the decision-making for your case?

Is the current permanency goal the most appropriate?      Y       N  

Explain: \_\_\_\_\_

Please identify two or three small steps that can be achieved in the next 30 days that will get the family closer to reunification? *(These steps should not be larger case plan goals, but rather actions that will remove barriers to reunification or more effectively facilitate the reunification process.)*

**Tasks/Action Steps\***

Please complete the following sample Action Plan, including the purpose or goal that relates to identified barriers or needs and the action needed to overcome the barrier or meet the need. ***Please state both purpose and action in operational, real life terms.*** Identify person(s) responsible and target date for completion (Please bring printed Action Plan(s) (Form 1520) to the meeting in order to complete)

**\*Include child/youth info sheet/medical authorization, educational status, any needed assessments if not done, relative search efforts needed, and development of concurrent permanency plan as part of case-planning process.**

Child/Youth:

Date of Review:

# F.A.I.R. TASKS

# Action Plan

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_____	_____
Signed	Date
_____	_____
Witnessed	

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Contact Information: \_\_\_\_\_  
Date and Time of next FAIR Meeting \_\_\_\_\_  
Location of next FAIR Meeting \_\_\_\_\_



STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Division for Children, Youth and Families
Child Protective and Juvenile Justice Services

Form 1534
September 2015

F.A.I.R.
FAMILY ASSESSMENT AND INCLUSIVE REUNIFICATION (APPLA)

Name of Youth: Date of Review:

DOB: Removal Date:

Client ID #: Location of Meeting: Parent Home Relative Home

Case ID #: Foster Home Residential Placement School

District Office: Jail Community location other

If other, where

Name of worker: CPS JJS

Permanency Goal APPLA

If not initial review:

Current case plan? Y N Progress towards permanency? Y N

Comment Comment

Is the youth currently in a safe and appropriate placement that meets his/her needs? Y N

Explain:

Does the youth have an identified primary caring adult? Y N

If no, what efforts are being made to identify one?

Does the youth have regular and ongoing access to age and developmentally appropriate activities? Y N

Explain:

Is it a permanent home? Y N

If no, what efforts are being made to find a permanent home?

Have relatives and siblings been identified? Y N

Have relatives and siblings been engaged in the process? Y  N

Explain: \_\_\_\_\_

Have relatives been notified via “Relative Notification Letter” Form 2263? (CPS cases) Y  N

What are the family’s strengths and protective factors?

What are the family’s resources?

Are the necessary supports in place for the youth? Y  N

Explain: \_\_\_\_\_

Who will the youth reach out to when they need help?

Are they currently involved in planning for the youth’s future? Y  N

If not, what needs to happen for them to be involved? \_\_\_\_\_

What are the youth’s needs related to safety, permanency, well-being (educational, medical, behavioral) and independent living?

Where will the youth live after they exit placement? \_\_\_\_\_

Is this the most appropriate and feasible plan? Y  N

What is the youth’s idea of a family/home? \_\_\_\_\_

What are the caregiver’s needs related to safety, permanency, and youth and family well-being?

What are the caregiver’s needs related to meeting the “Reasonable and Prudent Parent Standard” (see policy)?

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Are the parent’s involved to the extent that is in the best interest of the youth? Y  N

Explain: \_\_\_\_\_

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Even though it is not the current permanency goal, is reunification a possibility at this point? Y  N

Explain: \_\_\_\_\_

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Have parenting/sibling opportunities, necessary supports, and frequency of visits been defined? Y  N

Explain: \_\_\_\_\_

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Is the current permanency goal the most appropriate? Y  N

Explain: \_\_\_\_\_

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Please identify two or three small steps that can be achieved in the next 30 days that will help the youth achieve their goals? *(These steps should not be larger case plan goals, but rather actions that will either remove barriers to, or more effectively facilitate the youth’s ability to achieve their goals.)*

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**Tasks/Action Steps\***

Please complete the following sample Action Plan, including the purpose or goal that relates to identified barriers or needs and the action needed to overcome the barrier or meet the need. ***Please state both purpose and action in operational, real life terms.*** Identify person(s) responsible and target date for completion (Please bring printed Action Plan(s) (Form 1520) to the meeting in order to complete)

**\*Include child/youth info sheet/medical authorization, educational status, any needed assessments if not done, relative search efforts needed, and development of concurrent permanency plan as part of case-planning process.**

Child/Youth:

Date of Review:

# F.A.I.R. TASKS

# Action Plan

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_____	_____
Signed	Date
_____	_____
Witnessed	

Derived with permission from Dana Christensen's 2001 copyrighted work

Contact Information: \_\_\_\_\_  
Date and Time of next FAIR Meeting \_\_\_\_\_  
Location of next FAIR Meeting \_\_\_\_\_

**F.A.I.R.****FAMILY ASSESSMENT AND INCLUSIVE REUNIFICATION (Post Permanency (Non-APPLA))**

Name of Child: \_\_\_\_\_ Date of Review: \_\_\_\_\_

DOB: \_\_\_\_\_ Removal Date: \_\_\_\_\_

Client ID #: \_\_\_\_\_ Location of Meeting:  Parent Home  Relative Home

Case ID #: \_\_\_\_\_  Foster Home  Residential Placement  School

District Office: \_\_\_\_\_  Jail  Community location  other

If other, where \_\_\_\_\_

Name of worker: \_\_\_\_\_ CPS  JJS

Permanency Goal \_\_\_\_\_

**If not initial review:**

Current case plan? Y  N  Progress towards permanency? Y  N

Comment: \_\_\_\_\_ Comment: \_\_\_\_\_

Is the child/youth currently in a safe and appropriate placement that meets his/her needs? Y  N

Explain: \_\_\_\_\_

Does the child/youth have regular and ongoing access to age and developmentally appropriate activities? Y  N

Explain: \_\_\_\_\_

Is it a permanent home? Y  N

If no, what efforts are being made to find a permanent home? \_\_\_\_\_

Have relatives and siblings been identified? Y  N

Have relatives and siblings been engaged in the process? Y  N

Explain: \_\_\_\_\_

Have relatives been notified via "Relative Notification Letter" Form 2263? (CPS Cases) Y  N

What are the family's strengths and protective factors? \_\_\_\_\_

What are the family's resources? \_\_\_\_\_  
 \_\_\_\_\_

What are the child's/youth's needs related to safety, permanency, and well-being (educational, medical, and behavioral)?  
 \_\_\_\_\_  
 \_\_\_\_\_

What are the parent's needs related to safety, permanency, and child and family well-being?  
 \_\_\_\_\_  
 \_\_\_\_\_

Are the parent's involved to the extent that is in the best interest of the child/youth? Y  N   
 Explain: \_\_\_\_\_  
 \_\_\_\_\_

Even though it is not the current permanency goal, is reunification a possibility at this point? Y  N   
 Explain: \_\_\_\_\_  
 \_\_\_\_\_

Have parenting and sibling opportunities, necessary supports, and frequency of visits been defined? Y  N   
 Explain: \_\_\_\_\_  
 \_\_\_\_\_

Is the current permanency goal the most appropriate? Y  N   
 Explain: \_\_\_\_\_  
 \_\_\_\_\_

Please identify two or three small steps that can be achieved in the next 30 days that will help permanency move forward. *(These steps should not be larger case plan goals, but rather actions that will either remove barriers to, or more effectively facilitate the achievement of the permanency goal.)*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Tasks/Action Steps\***

Please complete the following sample Action Plan, including the purpose or goal that relates to identified barriers or needs and the action needed to overcome the barrier or meet the need. ***Please state both purpose and action in operational, real life terms.*** Identify person(s) responsible and target date for completion (Please bring printed Action Plan(s) (Form 1520) to the meeting in order to complete)

**\*Include child/youth info sheet/medical authorization, educational status, any needed assessments if not done, relative search efforts needed, and development of concurrent permanency plan as part of case-planning process.**

Child/Youth: \_\_\_\_\_

Date of Review: \_\_\_\_\_

# F.A.I.R. TASKS

# Action Plan

Steps To Take	Who	When

_____ Signed	_____ Date
_____ Witnessed	_____ Date

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Contact Information: \_\_\_\_\_  
Date and Time of next FAIR Meeting \_\_\_\_\_  
Location of next FAIR Meeting \_\_\_\_\_



If not, who else should have been there? \_\_\_\_\_

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5. At the meeting, I got the information that I needed

Strongly Disagree	Disagree	Agree	Strongly Agree	
1	2	3	4	N/A

6. I was satisfied with the way the meeting was run.

Strongly Disagree	Disagree	Agree	Strongly Agree	
1	2	3	4	N/A

7. During the meeting, I got to say what I felt was important.

Strongly Disagree	Disagree	Agree	Strongly Agree	
1	2	3	4	N/A

8. Other people at the meeting really listened to what I had to say

Strongly Disagree	Disagree	Agree	Strongly Agree	
1	2	3	4	N/A

9. I felt that the reasons why the agency is involved with the family were thoroughly discussed.

Strongly Disagree	Disagree	Agree	Strongly Agree	
1	2	3	4	N/A

10. I felt that what needs to happen in order for the child (ren) to be out of danger in the family's home was clearly stated.

Strongly Disagree	Disagree	Agree	Strongly Agree	
1	2	3	4	N/A

11. I felt that objectives and tasks that need to be achieved, including behavior changes, were discussed thoroughly and identified as part of case planning with the family.

Strongly Disagree	Disagree	Agree	Strongly Agree	
1	2	3	4	N/A

12. I felt that any issues dealing with services needed for the family were discussed thoroughly.

Strongly Disagree	Disagree	Agree	Strongly Agree	
1	2	3	4	N/A

13. Decisions made at today's meeting support the family's goals.

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Strongly Disagree	Disagree	Agree	Strongly Agree	
1	2	3	4	N/A

14. I will try my best to make the plan discussed by the group work.

Strongly Disagree      Disagree      Agree      Strongly Agree      N/A  
**1**                      **2**                      **3**                      **4**

15. I think that the right people helped develop the plan.

Strongly Disagree      Disagree      Agree      Strongly Agree      N/A  
**1**                      **2**                      **3**                      **4**

16. What about the meeting did you like the most?

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17. What could have been done to make the meeting better?

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If not, why?

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19. Did you feel comfortable answering the survey questions?

Yes       No



**ADDRESS LIST FOR FAIR REVIEW**

**Case Name** \_\_\_\_\_ **Bridges ID#** \_\_\_\_\_

<b>Name of Mother</b> Mailing Address Town/City, State, Zip Code		Home phone Work Phone Cell phone
<b>Name of Mother's Attorney</b> Mailing Address Town/City, State, Zip Code		Office phone Alternate number
<b>Name of Father</b> Mailing Address Town/City, State, Zip Code		Home phone Work Phone Cell phone
<b>Name of Father's Attorney</b> Mailing Address Town/City, State, Zip Code		Office phone Alternate number
<b>Name of Guardian</b> Mailing Address Town/City, State, Zip Code		Home phone Work Phone Cell phone
<b>Name of Child (age 12 or older)</b> Mailing Address Town/City, State, Zip Code		Home phone Work Phone Cell phone
<b>Name of Child's Attorney</b> Mailing Address Town/City, State, Zip Code		Office phone Alternate number
<b>Name of Guardian Ad Litem/CASA</b> Mailing Address Town/City, State, Zip Code		Office phone Alternate number
<b>Name of Therapist</b> Mailing Address Town/City, State, Zip Code		Office phone Alternate number
<b>Special Edu Director/Sending District</b> Mailing Address Town/City, State, Zip Code		Office phone Alternate number
<b>Special Edu Director/Receiving District</b> Mailing Address Town/City, State, Zip Code		Office phone Alternate number
<b>Substitute Care Provider</b> Mailing Address Town/City, State, Zip Code		Home phone Work Phone Cell phone
<b>Other Service Provider</b> Mailing Address Town/City, State, Zip Code		Office phone Alternate number
<b>Other Service Provider</b> Mailing Address Town/City, State, Zip Code		Office phone Alternate number
Other Mailing Address Town/City, State, Zip Code		Home phone Work Phone Cell phone
Other Mailing Address Town/City, State, Zip Code		Home phone Work Phone Cell phone

This invitation list is current as of \_\_\_/\_\_\_/\_\_\_  CPSW  JPPO Name \_\_\_\_\_



Instructions to the "Address List for FAIR Review"

**PURPOSE:**

The "Address List for FAIR Review" is used to record names, mailing addresses, and telephone numbers of the parents, child in care, and other individuals who are invited to the FAIR review.

**INSTRUCTIONS:**

Form 1531 is a one-page template completed by the CPSW or JPPO when preparing to send out the "Invitation to FAIR Review" (Form 1530). Upon request, support staff may assist in completing the form, in keeping it updated, and creating labels for envelopes.

All name and address information must be typed in capital letters to comply with state mailing requirements.

**FORM COMPLETION:**

Enter the case name and the Bridges identification number.

For those individuals being invited, enter full names and complete mailing addresses.

Enter telephone numbers, when available.

Enter the current date or the date information was added or updated.

Check either CPSW or JPPO and enter your name.

**RETENTION:**

Form 1531 is retained permanently in the case record or file.

Major Focus Points for FAIR Meetings

10 & 30 DAY MEETING	4 MONTH MEETING	10 MONTH MEETING	POST-PERMANENCY MEETING (NON-APPLA CASES)	POST-PERMANENCY MEETING (APPLA CASES)
<ul style="list-style-type: none"> <li>• This meeting sets the foundation for the family services case.</li> <li>• Focus on the reasons (<b>dangers</b>) the child/youth entered placement.</li> <li>• What dangers need to be alleviated in order for the child/youth to return home</li> <li>• Ensuring that the family is involved in the case planning process and that the family receives the necessary services through the case planning process.</li> <li>• Ensure the family is comfortable with the plan and that it is feasible and something that the family can implement.</li> <li>• Working with the team to facilitate appropriate parent/child visitation plans and that the appropriate family connections are involved in the case.</li> <li>• Provide the BIG PICTURE as part of the overview/conclusion of the meeting</li> </ul>	<ul style="list-style-type: none"> <li>• Focus on the current status of the case and case plan that was implemented at the dispositional hearing.</li> <li>• Discuss and recognize the progress made in achieving the case plan.</li> <li>• What dangers are still present that prevents the child from returning home?</li> <li>• What <b>current</b> barriers are present that may prevent the case plan from being achieved?</li> <li>• Assessing the appropriateness of the current placement and that the concurrent plan is appropriate.</li> <li>• Provide the BIG PICTURE as part of the overview/conclusion of the meeting to ensure family understanding of the plan.</li> </ul>	<ul style="list-style-type: none"> <li>• Focus on the achievement of the current permanency plan and the concurrent permanent plan. When will permanency occur?</li> <li>• Focus to continue to be on the progress towards reunification and removing any barriers to achieving reunification.</li> <li>• Discussions must continue about the concurrent plan, in the event reunification cannot or does not occur.</li> <li>• Assess that all reasonable efforts are being made to achieve the permanency plan for this case. <b>If not, what efforts will be made to ensure this is happening before the permanency hearing occurs?</b></li> <li>• Provide the BIG PICTURE to ensure family understanding of plan.</li> </ul>	<ul style="list-style-type: none"> <li>• Focus on permanency plan implemented at the permanency hearing (i.e. reunification with an extension, TPE/adoption, guardianship with a relative).</li> <li>• What barriers are present, if any, to achieving this permanency goal?</li> <li>• <b>If reunification is not the current permanency goal:</b> assess what the most appropriate level of involvement should be for the parent(s). Is reunification still not an appropriate permanency goal?</li> <li>• <b>If reunification is the goal after the permanency hearing:</b> is it still the most appropriate goal? Should the concurrent goal be recommended as the primary permanency goal?</li> </ul>	<ul style="list-style-type: none"> <li>• Focus on the plan for the youth upon exiting placement.</li> <li>• Are the necessary supports in place for the youth and family, if applicable?</li> <li>• Where is the youth going to reside after placement? Is this the most appropriate and feasible plan?</li> <li>• Is reunification a possibility at this point? Even though it is no longer the primary permanency plan.</li> <li>• Are the parents involved to the extent that is in the best interest of the youth? Is APPLA the most appropriate permanency plan?</li> <li>• Does this youth have an identified permanent connection?</li> <li>• What is the youth's idea of a family/home?</li> </ul>