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

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

Nicholas A. Toumpas  
Commissioner

Maggie Bishop  
Director

October 15, 2013

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

**REQUESTED ACTION**

*100% Federal funds*

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend a contract with Child and Family Services of NH (Vendor #177166 B002), 464 Chestnut Street, Manchester, NH 03105-0448 by modifying the educational requirements for the vendor's staff. Governor and Council approved the original agreement on December 8, 2010 (Item #125) and subsequent amendments on October 26, 2011 (Item # 44) and May 15, 2013 (Item #39).

Funds to support this request are in the State Fiscal Year 2014, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

**05-95-42-421010-29730000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, PROMOTING SAFE-STABLE  
FAMILIES**

Class/Object	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500734	Social Services Contracts	40007000	2011	\$0.00	\$0.00	\$0.00
102-500734	Social Services Contracts	40007000	2012	\$25,000.00	\$0.00	\$25,000.00
102-500734	Social Services Contracts	40007000	2013	\$25,000.00	\$0.00	\$25,000.00
102-500734	Social Services Contracts	42107306	2014	\$25,000.00	\$0.00	\$25,000.00
Subtotal				\$75,000.00	\$0.00	\$75,000.00

**05-95-42-421010-29680000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TITLE IVB SUBPART I**

Class/Object	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500734	Social Services Contracts	40130214	2011	\$124,999.00	\$0.00	\$124,999.00
102-500734	Social Services Contracts	40130214	2012	\$250,000.00	\$0.00	\$250,000.00
102-500734	Social Services Contracts	40130214	2013	\$250,000.00	\$0.00	\$250,000.00
102-500734	Social Services Contracts	42106801	2014	\$250,000.00	\$0.00	\$250,000.00
Subtotal				\$874,999.00	\$0.00	\$874,999.00
Total				\$949,999.00	\$0.00	\$949,999.00

### **EXPLANATION**

The Department is requesting an amendment of the Family Assessment and Inclusive Reunification contract. The Department has identified a lack of qualified individuals who possess an advanced degree, the knowledge of child welfare practice and the ability to effectively facilitate quality Family Assessment and Inclusive Reunification meetings. Furthermore, the Department has encountered numerous individuals who do possess the experience in the child welfare field and the ability to effectively facilitate meetings, but they do not possess the required education per the current contract. Amending the current contract would afford the Division and the Contractor greater flexibility to fill vacant Family Assessment and Inclusive Reunification facilitator positions with individuals who are best suited to fulfill the job requirements.

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

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

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

Area Served: Statewide.

Source of Funds: 100% Federal Department of Health and Human Services Funds.

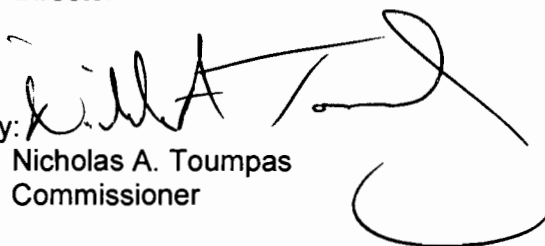
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop  
Director

Approved By:



Nicholas A. Toumpas  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Family Assessment and Inclusive Reunification Contract**

This third Amendment to the Family Assessment and Inclusive Reunification contract (hereinafter referred to as "Amendment #3") dated this 2<sup>nd</sup> day of October, 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of NH, Inc. (hereinafter referred to as "the Contractor"), a Non-profit Corporation with a place of business at 464 Chestnut Street, PO Box 448, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 8, 2010 (Item #125), and amended by agreements (Amendments #1 and #2 to the Contract) approved on October 26, 2011 (Item #44) and May 15, 2013 (Item #39), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the Scope of Services; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, "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 by the Governor and Executive Council of the State of New Hampshire";

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

To amend as follows:

- Exhibit A, Scope of Services, Section C, 2.4 shall be removed and replaced with:

Contractor staff charged with responsibilities that include meaningful case related contact with the children and families served by the Division shall have a minimum of three years of child welfare experience in the areas of child abuse, neglect, and delinquency. Staff shall have knowledge of family development theory, solution focus theory and be able to incorporate these theories into their daily work. They shall also be thoroughly familiar with the federal requirements contained in P.L. 96-272, P.L. 105-89, Titles IV-B Section 422 and IV-E Section 475(5), and ASFA.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.

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

A handwritten signature in black ink, appearing to be "MFM", written over a horizontal line.



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

State of New Hampshire  
Department of Health and Human Services

10/21/13  
Date

Nicholas A. Toumpas  
Nicholas A. Toumpas  
Commissioner

Child and Family Services of NH

October 3, 2013  
Date

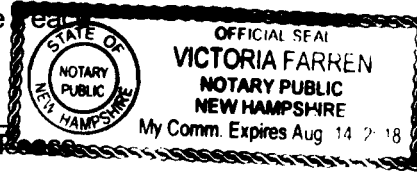
Marilyn T. Mahoney  
Name/Title  
Marilyn Mahoney  
Chair, Board of Trustees

Acknowledgement:

State of New Hampshire County of Hillsborough on 10-3-13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Victoria Farren  
Name and Title of Notary or Justice of the Peace



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

OFFICE OF THE ATTORNEY GENERAL

11 OCT. 2013  
Date

Jeanne P. Herrick  
Name: Jeanne P. Herrick  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

**New Hampshire Department of Health and Human Services**

Bidder/Program Name: Child and Family Services

Budget Request for: FAIR

(Name of RFP)

Budget Period: SFY 2014

Line	Direct Cost	Indirect Cost	Total Cost	Direct Cost	Total Cost	Allocations Based on Indirect/Total Cost
1. Total Salary/Wages	\$ 153,307.00	\$ 10,819.07	\$ 164,126.07	\$ 43,252.50	\$ 207,378.57	See attached Exhibit D. for time spent by employee
2. Employee Benefits	\$ 39,323.25	\$ 2,612.96	\$ 42,136.21	\$ 12,407.50	\$ 54,543.71	26 % of wage cost based on actual benefits cost
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ 1,958.00	\$ 1,958.00	\$ -	\$ 1,958.00	Based on actual costs allocated by percent of program to overall agency budget
Purchase/Depreciation	\$ -	\$ 1,298.00	\$ 1,298.00	\$ -	\$ 1,298.00	Based on actual costs allocated by percent of program to overall agency budget
5. Supplies:	\$ -	\$ 103.00	\$ 103.00	\$ -	\$ 103.00	Based on actual costs allocated by percent of program to overall agency budget
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 1,188.00	\$ -	\$ 1,188.00	\$ -	\$ 1,188.00	
6. Travel	\$ 18,040.00	\$ -	\$ 18,040.00	\$ 14,100.00	\$ 32,140.00	
7. Occupancy	\$ -	\$ 1,416.00	\$ 1,416.00	\$ 3,492.00	\$ 4,908.00	Based on actual costs allocated by percent of program to overall agency budget
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 4,200.00	\$ 177.00	\$ 4,377.00	\$ 500.00	\$ 4,877.00	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ 1,333.00	\$ 1,333.00	\$ -	\$ 1,333.00	Based on actual costs allocated by percent of program to overall agency budget
Insurance	\$ -	\$ 2,223.00	\$ 2,223.00	\$ -	\$ 2,223.00	Based on actual costs allocated by percent of program to overall agency budget
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00	
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ 750.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specify details mandatory)-Indirect Costs on Match	\$ -	\$ -	\$ -	\$ 7,125.00	\$ 7,125.00	
<b>TOTAL</b>	<b>\$ 220,308.25</b>	<b>\$ 22,140.03</b>	<b>\$ 242,448.28</b>	<b>\$ 80,877.00</b>	<b>\$ 323,325.28</b>	

Indirect As A Percent of Direct

10%

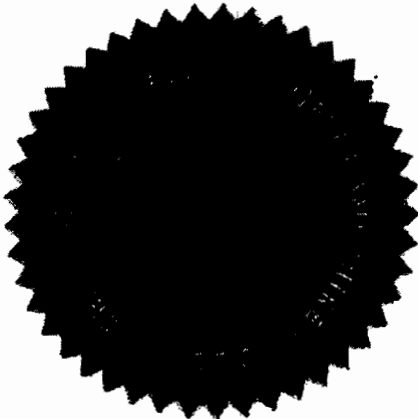
Contractor Initials: MTM

Date: 4/11/13

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 25, 1914. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of April A.D. 2013

A handwritten signature in cursive script, which reads "William M. Gardner". The signature is written in black ink and is positioned above the printed name of the Secretary of State.

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Michael R. Ostrowski, do hereby certify that:  
Name of the elected Officer of the Agency (must be printed in capital letters)

1. I am a duly elected Officer of Child and Family Services of NH  
Name of Agency

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on September 24, 2013:  
Date

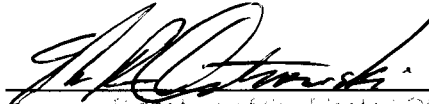
**RESOLVED:** That the Chair, Board of Trustees  
Title of Contract Signatory

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 3rd day of October, 2013.  
Date of Contract Execution

4. Marilyn Mahoney is the duly elected Chair, Board of Trustees  
Name of Contract Signatory Title of Contract Signatory

of the Agency.


  
\_\_\_\_\_  
Name of the Elected Officer  
Title of Officer of Agency

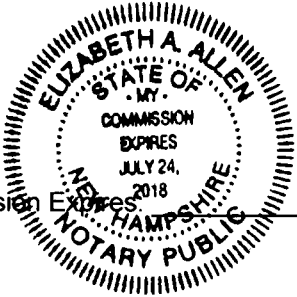
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 3rd day of October, 2013.

By Michael R. Ostrowski  
Name of Elected Officer of the Agency

  
\_\_\_\_\_  
Name of Public Officer of the Agency



Commission Expires \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/27/2013

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Linda Dacey <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> ldacey@crossagency.com															
<b>INSURED</b> Child & Family Services of New Hampshire Po Box 448  Manchester NH 03105		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Ins Co</td> <td></td> </tr> <tr> <td>INSURER B: QBE Insurance Corp</td> <td>39217</td> </tr> <tr> <td>INSURER C: Travelers Ins. Co.</td> <td>--</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Ins Co		INSURER B: QBE Insurance Corp	39217	INSURER C: Travelers Ins. Co.	--	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: 13-14 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK879641	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK879641	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$ 1,000,000
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE CED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB385665	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<b>B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	QWC4001064 (3a.) NH All officers included	4/4/2013	4/4/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
C	<b>Fidelity &amp; Forgery</b>			105912196	4/1/2013	4/1/2016	Limit \$200,000
A	<b>Professional Liability</b>			PHPK879641	7/1/2013	7/1/2014	Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b>  State of NH Department of Health & Human Services Office of Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Don Lefebvre/JSC <i>Donald R. Lefebvre</i>
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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR CHILDREN, YOUTH & FAMILIES

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Nicholas A. Toumpas  
Commissioner

Maggie Bishop  
Director

April 15, 2013

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

**G&C Approved**

Date 5/15/13  
Item # 39

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to exercise a renewal option (Purchase Order # 1012945) with Child and Family Service of NH (Vendor #177166 B002) PO Box 448, Manchester, NH 03105-0448 by increasing the price limitation by \$275,000.00 from \$674,999.00 to \$949,999.00 for the provision of family assessment and inclusive reunification program services and extending the end date from June 30, 2013 to June 30, 2015 effective July 1, 2013. Governor and Council approved the original agreement on December 8, 2010 (Item #125) and subsequently amended the agreement on October 26, 2011 (Item # 44). Funds are anticipated to be available in SFY14 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

05-95-42-421010-29730000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, PROMOTING SAFE-STABLE FAMILIES

Class/Object	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
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102-500734	Social Services Contracts	40007000	2013	\$25,000.00	\$0.00	\$25,000.00
102-500734	Social Services Contracts	40130007	2014	\$0.00	\$25,000.00	\$25,000.00
Subtotal				\$50,000.00	\$25,000.00	\$75,000.00

05-95-42-421010-29680000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TITLE IVB SUBPART I

Class/Object	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
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102-500734	Social Services Contracts	40130214	2013	\$250,000.00	\$0.00	\$250,000.00
102-500734	Social Services Contracts	40130214	2014	\$0.00	\$250,000.00	\$250,000.00
Subtotal				\$624,999.00	\$250,000.00	\$874,999.00
Total				\$674,999.00	\$275,000.00	\$949,999.00

## EXPLANATION

The Division for Children, Youth and Families is requesting the amendment of the Family Assessment and Inclusive Reunification Contract that ensures compliance with the Federally mandated Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272); Adoption and Safe Families Act of 1997 (P.L. 105-89); and regulations resulting there from – Titles IV-B, Section 422 and IV-E Section 475(5) of the Social Security Act. The above action is requested to provide a family assessment and inclusive reunification program, an administrative case review, for children and youth who are in the care and custody of the Division for Children, Youth and Families or the Division for Juvenile Justice Services and in foster or out-of-home care.

The Division is requesting a renewal of the existing contract for one year. A request for proposal was issued twice for this service, the first issuance on August 29, 2012 resulted in one proposal, which was not accepted. The second issuance, February 8, 2013 resulted in no proposals submitted. Therefore in order to continue to comply with the Federally mandated Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272); Adoption and Safe Families Act of 1997 (P.L. 105-89); and regulations resulting there from – Titles IV-B, Section 422 and IV-E Section 475(5) of the Social Security Act, the Division seeks approval of this renewal. The Division will re-examine the service program and intends to reissue a request for proposal at a later date.

The current contractor, Child and Family Services of NH shall continue to achieve the following performance measures verified by the submission of quarterly reports, semi-annual reports and an annual report to include, but not limited to, the following performance measures:

- In 80% of the surveys completed, the Contractor must achieve a satisfactory rating from parents, children and other participants of the FAIR meeting in a format agreed upon by the Division and the Contractor;
- In 98% of the cases requiring review, the Contractor must schedule a review for each child who resides in an out-of-home care setting according to the time requirements established by federal/state laws, Division policies, and before the corresponding 6-month, 12-month, 18-month, etc. court hearings.

Performance that does not meet the negotiated expectations of these goals may result in financial penalties or a termination of the contract as described and authorized in the P-37 agreement.

Should Governor and Council not authorize this request the Division would be unable to adequately serve families in the State by ensuring that the Division is providing a timely and thorough case review. This could possibly lead to extended involvement with the Division and increased out of home placement. Approval of this request will provide for adequate review of their cases in both a timely and thorough manner.

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Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

April 15, 2013

Page 3

Area Served: Statewide.

Source of Funds: 100% Federal Department of Health and Human Services Funds.

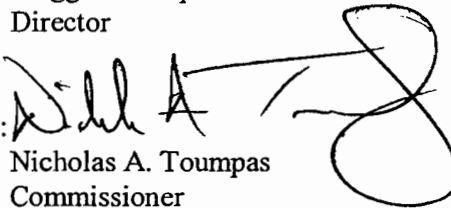
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Maggie Bishop (CSS)

Maggie Bishop  
Director

Approved By:



Nicholas A. Toumpas  
Commissioner

AF



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

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

Nicholas A. Toumpas  
Commissioner

Maggie Bishop  
Director

November 22, 2011

Dear Commissioner Toumpas,

Attached to this letter is a Conditional Consent to Contract Assignment document, which requires your signature. This document is required to allow services to be delivered for the remainder of the contract period. Familystrength encountered financial challenges that does not allow them to continue to deliver services under the current contract. Child and Family Services of New Hampshire has agreed to take over a portion of the programs offered by the vendor Familystrength, including the services as specified in the contract between Familystrength and DHHS. Both Child and Family Services of New Hampshire and Familystrength have similar missions and serve similar populations. The Division recommends with confidence that Child and Family Services is able to continue the contract. The Bureau of Accounts requires this document to make the necessary changes for contract and billing purposes.

This document has been reviewed by the Division's Director of Legal Services and uses language provided by Frank Nachman.

Please feel free to contact me should you have any questions or concerns.

Sincerely,

John Harrington  
Contract Specialist, CYF



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

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Nicholas A. Toumpas  
 Commissioner

Maggie Bishop  
 Director

CONDITIONAL CONSENT TO CONTRACT ASSIGNMENT

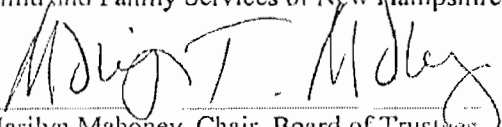
The New Hampshire Department of Health and Human Services, Division for Children, Youth and Families, ("Department") hereby conditionally consents to Familystrength's (an Affiliate of Goodwill Industries of Northern New England) assignment of a contract between the Department and Familystrength, Purchase Order #1012945, ("Contract") to the Child and Family Services of New Hampshire, a corporation, with a principal place of business at PO Box 448, Manchester, NH 03305-0448.

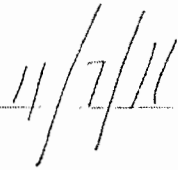
This consent to assignment is conditioned upon Child and Family Services of New Hampshire's acknowledgement and agreement to assume (1) full responsibility for performance of the entire Contract, including but not limited to, any and all obligation and liabilities on the Contract for the full term of the Contract beginning from its original effective date of January 1, 2011 through its final termination, and (2) any and all responsibilities and obligations set forth in the contract.

Subject to the conditions contained herein, this Consent to Assignment shall be effective retroactive to January 1, 2011 when fully executed by all parties.

I, Marilyn Mahoney, do hereby represent that I am the Chair, Board of Trustees of Child and Family Services of New Hampshire, Vendor #177166 – B002, and acknowledge and agree that Familystrength, an Affiliate of Goodwill Industries of Northern New England has assigned a contract between the Department and Familystrength, Purchase Order #1012945 to Child & Family Services of New Hampshire. Effective retroactive to January 1, 2011 Child and Family Services of New Hampshire, agrees that as the assignee, Child and Family Services of New Hampshire, fully assumes responsibility for performance of the entire Contract, including but not limited to, any and all obligation and liabilities, for the full term of the Contract beginning on the original effective date on the Contract of January 1, 2011, through its full termination, and all responsibilities and obligations set forth in the contract.

I further represent that I am duly authorized and empowered to fully bind Child and Family Services of New Hampshire to the representations herein and to execute this Conditional Consent to Assignment on behalf of Child and Family Services of New Hampshire.

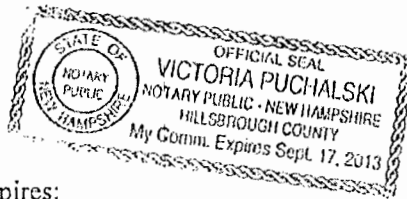
  
 \_\_\_\_\_  
 Marilyn Mahoney, Chair, Board of Trustees  
 Child and Family Services of New Hampshire

  
 \_\_\_\_\_  
 Date

STATE OF NH

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2011.



Victoria Puchalski  
Notary Public/Justice of the Peace

My Commission Expires: \_\_\_\_\_

Cumberland  
County **SUE SHUER**  
Notary Public, Maine  
My Commission Expires January 22, 2014

11/09/2011 Sue Shuer

By: Judith T. Stone Date: 11/9/2011  
Judith T. Stone, Chair, Board of Directors of Goodwill Industries of Northern New England

By: Maggie Bishop (AEB) Date: 11/15/2011  
Maggie Bishop, Director, Division for Children, Youth and Families

By: Nicholas A. Toumpas Date: 11/25/11  
Nicholas A. Toumpas, Commissioner, NH Department of Health and Human Services

Documentation Requirements for Assignee:

1. Certificate of Insurance meeting the requirements of the P-37.
2. Certificate of Authority/Vote.
3. Certificate of Good Standing.

WITH SEAL

CERTIFICATE OF VOTE

I, Michael R. Ostrowski, of Child and Family Services of NH, do hereby certify that:


1. I am the duly elected Assistant Secretary of the Child and Family Services of NH;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on October 25<sup>th</sup> 20 11;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Family Strength programming acquisition, including the FAIR contract.

RESOLVED: That the Chair, Board of Trustees is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Marilyn Mahoney is the duly elected Chair, Board of Trustees of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of November 7<sup>th</sup> 20 11.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the corporation this 7<sup>th</sup> day of November 20 11.

  
Michael R. Ostrowski  
Assistant Secretary

(CORPORATE SEAL)





State of New Hampshire  
Department of Health and Human Services  
Amendment 2 to the *Family Assessment and Inclusive Reunification* Contract

This 2nd Amendment to the *Family Assessment and Inclusive Reunification* contract (hereinafter referred to as "Amendment 2") dated this 5th day of April, 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and *Child and Family Services of NH, Inc.* (hereinafter referred to as "the Contractor"), a *Non-profit Corporation* company with a place of business at *464 Chestnut Street, PO Box 448, Manchester, NH 03105.*

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on **December 8, 2010 (Item #125)**, and amended by an agreement (Amendment 1 to the Contract) approved on **October 26, 2011 (Item #44)**, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and *Exhibit C-1, section 1* the State may at its sole discretion, **renew the contract for up to four additional years** by written agreement of the parties;

WHEREAS ***the State and the Contractor have agreed that a one-year extension of the contract is agreeable to the parties;***

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

To amend as follows:

- Form P-37, Item 1.7, Completion Date shall be amended to read "June 30, 2014";
- Form P-37, Item 1.8, Price Limitation, shall be amended to read "949,999.00"
- Exhibit A, Scope of Services, shall be amended to read "July 1, 2013 – June 30, 2014"
- Exhibit A, Scope of Services, Section 2.3.1 shall be amended to read, "The Division shall provide the Program Supervisor for the FAIR program. This position will be responsible for the management and oversight of the FAIR process. Program staff and personnel will work closely with the Division's designated Program Supervisor to coordinate delivery of this program and services."
- Exhibit B, Method, Schedule, and Conditions Precedent to Payment, shall be amended to read "January 1, 2011 – June 30, 2014"
- Exhibit B, Method, Schedule, and Conditions Precedent to Payment, Section 1, shall be amended to read "949,999.00"

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.



New Hampshire DHHS

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

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

4/27/13  
Date

State of New Hampshire  
Department of Health and Human Services  
Nicholas A. Toumpas  
Nicholas A. Toumpas  
Commissioner

4/11/13  
Date

Child and Family Services of NH  
Marilyn Mahoney  
Marilyn Mahoney  
Chair, Board of Trustees

Acknowledgement:  
State of New Hampshire, County of Hillsborough on 4/11/13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Victoria Farren  
Name and Title of Notary or Justice of the Peace





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

OFFICE OF THE ATTORNEY GENERAL

22 April 2013  
Date

Jeanne P. Herrick  
Name: Jeanne P. Herrick  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



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

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Nicholas A. Toumpas  
Commissioner

Maggie Bishop  
Director

October 4, 2011

**G&C Approved**

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

Date 10/26/11  
Item # 44

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Divisions for Children, Youth and Families and Juvenile Justice Services to enter into a contract amendment (Purchase Order # 1012945) with Familystrength, an Affiliate of Goodwill Industries of Northern New England, (Vendor #155929 B001) 85 North State Street, Concord, NH 03301 by increasing the price limitation by \$50,000.00 from \$624,999.00 to \$674,999.00 for the provision of family assessment and inclusive reunification program services effective upon the date of Governor and Council approval through June 30, 2013. Governor and Council approved the original agreement on December 8, 2010, Item #125. Funds to support this request are available in the following accounts in SFY 2012 and SFY 2013.

05-95-40-402010-58470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
HHS: CHILDREN AND YOUTH, FEDERAL GRANT PROGRAMS, PROMOTING SAFE AND STABLE  
FAMILIES

Class/Object	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500734	Social Services Contracts	40007000	2011	\$0.00	\$0.00	\$0.00
102-500734	Social Services Contracts	40007000	2012	\$0.00	\$25,000.00	\$25,000.00
102-500734	Social Services Contracts	40007000	2013	\$0.00	\$25,000.00	\$25,000.00
Subtotal				\$0.00	\$50,000.00	\$50,000.00

05-95-40-404010-58850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
HHS: CHILDREN AND YOUTH, FEDERAL GRANT PROGRAMS, TITLE IVB SUBPART I

Class/Object	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500734	Social Services Contracts	40130214	2011	\$124,999.00	\$0.00	\$124,999.00
102-500734	Social Services Contracts	40130214	2012	\$250,000.00	\$0.00	\$250,000.00
102-500734	Social Services Contracts	40130214	2013	\$250,000.00	\$0.00	\$250,000.00
Subtotal				\$624,999.00	\$0.00	\$624,999.00
Total				\$624,999.00	\$50,000.00	\$674,999.00

## EXPLANATION

The Divisions for Children, Youth and Families and Juvenile Justice Services are requesting the amendment of the Family Assessment and Inclusive Reunification (FAIR) Contract that ensures compliance with the Federally mandated Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272); Adoption and Safe Families Act of 1997 (P.L. 105-89); and regulations resulting there from – Titles IV-B, Section 422 and IV-E Section 475(5) of the Social Security Act. The above action is requested to provide a family assessment and inclusive reunification program, an administrative case review, for children and youth who are in the care and custody of the Division for Children, Youth and Families or the Division for Juvenile Justice Services and in foster or out-of-home care.

The Divisions are requesting an increase the funds allotted for this contract to support needed staffing increases. Before awarding this contract, the Division completed a caseload analysis of each proposed region covered by the contract. This analysis was used to determine staffing levels of each region in the State. As a result of that analysis, it was determined that a part-time facilitator would adequately serve the North Country. However, since the contract has been awarded and commenced, both the Contractor and the Divisions have indicated that this region requires a full-time position due to the extensive travel requirements, increases in caseloads and to provide the quality of services outlined in the contract.

On August 25, 2010 the Divisions issued a Request for Proposal for Family Assessment and Inclusive Reunification Services that was published on the Department website, and advertised for three consecutive days in the New Hampshire Union Leader. A bidders conference was held on September 9, 2010 and three prospective bidding agencies attended. All three agencies submitted proposals; which included Child & Family Services, Easter Seals of New Hampshire, and Familystrength. The Divisions formed a multi-discipline Evaluation Team to review and evaluate each proposal.

The scores of each proposal reflect the experience, Scope of Services and cost of each bidder. Familystrength submitted a proposal that best articulated the scope of services requested and received the highest average score – 91.6 points out of a possible 100, Easter Seals received 82.2 points and Child & Family Services received 76.5 points. After thoroughly discussing the three competing proposals, the Evaluation Team recommended awarding this contract to Familystrength. The Division Director concurred with the Committee's recommendation, based on the factors shared by the Team. The Bid Summary is attached.

The contractor shall achieve the following performance measures verified by the submission of quarterly reports, semi-annual reports and an annual report to include, but not limited to, the following performance measures:

- In 80% of the surveys completed, the Contractor must achieve a satisfactory rating from parents, children and other participants of the FAIR meeting in a format agreed upon by the Division and the Contractor;
- In 98% of the cases requiring review, the Contractor must schedule a review for each child who resides in an out-of-home care setting according to the time requirements established by federal/state laws, Division policies, and before the corresponding 6-month, 12-month, 18-month, etc. court hearings.

Performance that does not meet the negotiated expectations of these goals may result in financial penalties or a termination of the contract as described and authorized in the P-37 agreement.

Should Governor and Council not authorize this request the Divisions would be unable to adequately serve families in the North Country by ensuring that staffing is at a level that provides a timely and thorough case review. This could possibly lead to extended involvement with the Divisions and increased out of home

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
October 4, 2011  
Page 3

placement. Approval of this request will provide for adequate staffing so that North Country families can have their cases reviewed both timely and thoroughly.

Area Served: Statewide.

Source of Funds: 100% Federal Department of Health and Human Services Funds.

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

Respectfully submitted,



Maggie Bishop  
Director

Approved By:



Nicholas A. Toumpas  
Commissioner



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

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Nicholas A. Toumpas  
 Commissioner

Maggie Bishop  
 Director

November 2, 2010

G&C Approved

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

Date 12/8/10  
 Item # 125

REQUESTED ACTION

Authorize the Department of Health and Human Services, Divisions for Children, Youth and Families (DCYF) and Juvenile Justice Services (DJJS) to enter into an agreement with Familystrength, an affiliate of Goodwill Industries of Northern New England, Concord, New Hampshire (Vendor #155929 B001), for the provision of family assessment and inclusive reunification program services, effective January 1, 2011 or date of Governor and Executive Council approval, whichever comes later, through June 30, 2013, in an amount not to exceed \$624,999.00. Funds are available in the following account for State Fiscal Year (SFY) 2011, and are anticipated to be available in SFY 2012 and 2013 upon the availability and continued appropriation of funds in the future operating budget, according to State Fiscal Year, with authority to adjust amounts if needed and justified, between State Fiscal Years:

05-95-40-404010-5885 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: CHILDREN AND YOUTH, FEDERAL GRANT PROGRAMS, TITLE IVB SUBPART I

<u>Class/Object</u>	<u>Title</u>	<u>Activity Code</u>	<u>SFY 2011</u>	<u>SFY 2012</u>	<u>SFY 2013</u>	<u>TOTAL</u>
102-500734	Social Service Contracts	40130214	\$124,999.00	\$250,000.00	\$250,000.00	\$624,999.00

EXPLANATION

The above action is requested to provide a family assessment and inclusive reunification program for children and youth who are in the care and custody of DCYF or DJJS and in foster or out-of-home care. The provision of the family assessment and inclusive reunification (FAIR) program ensures that the Divisions are in compliance with the Federally mandated: Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272); Adoption and Safe Families Act of 1997 (P.L. 105-89); and regulations resulting there from – Titles IV-B, Section 422 and IV-E Section 475(5) of the Social Security Act.

Program Components

FAIR meetings are required to be conducted by qualified child welfare professionals that are not responsible for a child's ongoing case management; as such, facilitators serve as an objective and yet highly

qualified third party. Familystrength will provide facilitators that are stationed within the Division's District Offices to ensure timely completion of meetings, based on the Family Assessment and Inclusive Reunification Guidelines and federally mandated timeframes; and to initiate and complete a comprehensive review process. The review process involves the Division's case management staff, contractors providing services to case members, family members (parents or guardians and age appropriate siblings), and substitute caregivers (foster parents or placement facility staff).

To ensure that FAIR reviews yield maximum benefits for the children and families served by the Divisions, Familystrength will consult with the Divisions to strategize and assess case planning activities that yield the greatest positive outcomes, and to identify specific case concerns through the review process and ensure action plans are developed to respond to the concerns. By doing so, the children and youth served may experience improved service delivery, shorter lengths of stay in out-of-home care, and achieve permanent living situations as quickly as possible.

FAIR meetings will be held within 10 days of initial placement of the child or youth and Familystrength will provide a permanency facilitator who has no direct case management responsibility. Additional meetings will be scheduled at four months and ten months. If necessary subsequent meetings will be at six months intervals. The FAIR reviewer will facilitate discussion around the appropriateness of the current permanency plan, the family's well-being and what primary safety factors need to be mitigated for the child to return home. The facilitator welcomes individuals to the meeting and explains the meeting process and goals at the beginning of each meeting. It is the goal of the FAIR meeting to engage the family and other team members in an intensive, collaborative discussion regarding the safety, permanency and well-being of the child(ren) or youth.

### Competitive Bidding Process

On August 25, 2010 the Divisions issued a Request for Proposal (RFP) for Family Assessment and Inclusive Reunification Services. The RFP was published on the Department of Health and Human Services website, and advertised for three consecutive days (August 25, 26, and 27)) in the New Hampshire Union Leader.

As part of its competitive bidding process, a bidders conference was incorporated into the RFP. The conference, held on September 9, 2010, was delivered to an audience of three prospective bidding agencies; representing in-state vendors known to the Divisions. Through the conference, the Divisions were able to fully articulate the vision and approach to meeting its Family Assessment and Inclusive Reunification program needs. Subsequent to the conference, the Divisions responded to any clarifying questions raised by prospective bidders and provided bidders with electronic access to the RFP's bidding templates.

The conference, responsiveness of the Divisions, and access to bidding templates reflect the Division's commitment to attract and encourage agencies to bid on its RFPs. Essentially, by ensuring a comprehensive understanding of the Divisions' program needs and its strategies, and by facilitating the process associated with bidder proposal development, the Divisions strived to achieve multiple bids. Three agencies submitted proposals; they were from Child & Family Services, Easter Seals of New Hampshire, and Familystrength.

Stated in the RFP's language were proposal evaluation criteria (see attached evaluation summary) that fully described the factors that the Divisions would utilize in assessing the effectiveness of proposals received. In preparing for the review of anticipated bids, the Divisions formed a multi-discipline Evaluation Team that was comprised of fiscal, field and program management staff: Baerbel Wills, DCYF Contract Specialist, Erica Ungarelli, DCYF Bureau of Child Wellbeing Administrator, Michael Donati, DCYF Family Preservation Grants Administrator, Sandra Ziegler, DJJS Field Administrator, and Jason Escabi, DCYF Seacoast District Office



Supervisor. Each Team member was given a Confidentiality Statement to ensure that information about the bidding and evaluation process would not be inappropriately released throughout the RFP cycle. Similarly, upon learning the identity of actual bidders, each member was given a Conflict of Interest Statement to assure that the bids received in response to the RFP posed no personal or financial conflict for reviewers.

The Committee members individually reviewed the three proposals and identified any areas of concern or components for which they needed clarification. The Divisions then contacted each bidder and sought clarification of the respective components. Upon receiving additional clarification and information from the bidders, Committee members finalized their individual scoring of proposals.

The scores reflect upon the experience, Scope of Services and cost of each bidder. Familystrength submitted a proposal that best articulated the scope of services requested in the RFP and received the highest average score – 91.6 points out of a possible 100, Easter Seals received 82.2 points and Child & Family Services received 76.5 points.

After thoroughly discussing the three competing proposals, the Evaluation Team recommended awarding this contract to Familystrength. The Division Director concurred with the Committee's recommendation, based on the factors shared by the Team.

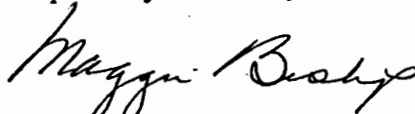
#### Agreement Terms

The RFP and attached agreement call for the provision of FAIR services for two and a half years and reserves the Divisions' right to renew these services for up to four additional years, based on the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Geographic area served: Statewide

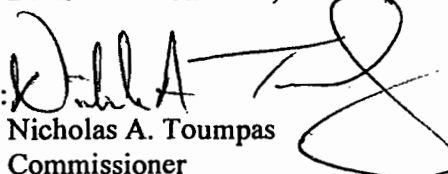
Source of funds: 100% Federal. In the event that Federal funds become no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop, Director  
Division for Children, Youth and Families

Approved by:



Nicholas A. Toumpas  
Commissioner

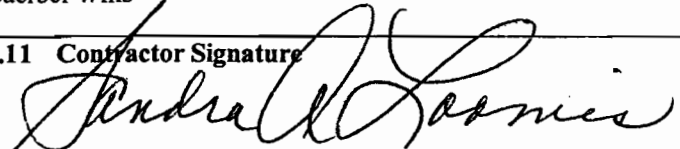
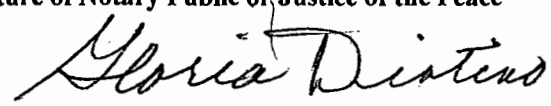
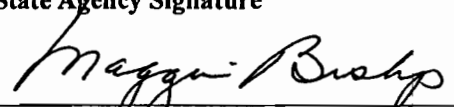
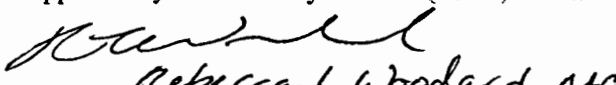
Subject: Family Assessment and Inclusive Reunification

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Division for Children, Youth and Families		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Familystrength, an Affiliate of Goodwill Industries of NNE		<b>1.4 Contractor Address</b> 85 North State Street Concord, NH 03301	
<b>1.5 Contractor Phone Number</b> 603-228-3266	<b>1.6 Account Number</b> 10-040-58850000-102-500734	<b>1.7 Completion Date</b> 6/30/2013	<b>1.8 Price Limitation</b> \$624,999.00
<b>1.9 Contracting Officer for State Agency</b> Baerbel Wills		<b>1.10 State Agency Telephone Number</b> 603-271-0945	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Sandra A Loomis, Director of Familystrength	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>11/1/10</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Gloria Dintino, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Maggie Bishop, Director	
<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:  <u>Rebecca L Woodard AG</u> On: <u>11/20/10</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A  
SCOPE OF SERVICES**

DATE: October 14, 2010

CONTRACT PROJECT: Family Assessment & Inclusive Reunification

CONTRACT PERIOD: January 1, 2011 or date of Governor and Council approval to 6/30/2013

CONTRACTOR NAME: Familystrength, an affiliate of Goodwill Industries of Northern New England

ADDRESS: 85 North State Street

Concord, NH 03301

EXECUTIVE DIRECTOR: Sandy Loomis

TELEPHONE: (603) 228-3266 ext. 206

E-MAIL: sloomis@familystrength.org

**A. PROVISIONS APPLICABLE TO ALL SERVICES**

1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated.
2. The Contractor agrees to use its best efforts to apply for any and all appropriate public and private sources of funds which are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.
3. The Contractor shall provide the list of services articulated below and further described in Exhibit A-1 (Contractor's Response to Specifications, RFP #11-DCYFDJJS-FAIR-04) of this Agreement. If a conflict exists between Exhibit A and Exhibit A-1, then Exhibit A shall prevail.

**B. PROGRAM SPECIFICATIONS**

1. Population Served

- 1.1 The Contractor shall serve all children who are in out-of-home placement pursuant to RSA 169-B, 169-C, 169-D, 170-B, 170-C and 463, excluding those children placed at the John H. Sununu Youth Services Center.

Contractor Initials: SL

Date: 11/1/10

2. Program Description and Goals

The FAIR process is a valued, integral aspect of overall case planning, case management, and service delivery that ensures the safety, permanency, and well-being for the children served. It is also one of the critical components of the Division's continuous quality improvement processes.

2.1 There are three key components of the Division's FAIR process:

- a. Collaboration. Early in the process of serving children placed in out-of-home care, the FAIR contractor staff collaborate with the Division and case-specific multi-disciplinary teams, such as permanency planning teams, to assess case status, identify potential permanency resources, and develop strategies for meeting the child's needs.
- b. Review and Evaluation of Case Progress. The FAIR contractor staff manage and conduct the FAIR process in accordance with the FAIR Guidelines to ensure the Division is in compliance.
- c. Consultation. The FAIR contractor staff then provides consultation to Division staff with respect to improving case progress and outcomes, on a case-specific basis, by utilizing the information gleaned from the FAIR meeting to expedite permanency.

2.2 The FAIR meeting serves the following goals:

- a. Through early collaboration between FAIR contractor staff and Division staff, a thorough assessment of each child and the identification of potential permanency resources are ensured.
- b. For all children and adolescents who reside in out-of-home care settings, regardless of whether Title IV-E funding is applicable or, as previously noted exceptions, case progress in achieving safety, permanency, and well-being is evaluated.
- c. Multi-disciplinary teams that serve this population, including FAIR contractor staff, collaborate, identify and partner with the Division in developing recommended case specific interventions, when such level of involvement is needed, to improve case progress and achieve the child's safety, permanency and well-being.
- d. Compliance with federally required elements for the FAIR meeting, as specified by P.L. 96-272 and P.L. 105-89 is achieved.

3. Services to be Provided

The Contractor must adhere to and follow the FAIR Guidelines in their service provision. These guidelines provide the overview to the content and structure of the FAIR process. Some of the content and structure is articulated below. The Contractor shall demonstrate a strong knowledge of the below theories and incorporate them as a centerpiece of the FAIR program (See Appendix A - FAIR Guidelines).

3.1 Family Development Theory:

- Families, like individuals, move over time through successive stages – a family is composed of social roles and relationships that change with each stage of a family.
- Family Development Theory is an approach to studying families which helps to:
  - Explain patterned change;
  - Dynamic nature of the family; and
  - 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) provides the means for appropriate and satisfying development for individual family members. Failure to achieve a task may stultify further individual and family development.
- Family development is a continuous process.

Contractor Initials: SE

Date: 10/1/10



### 3.2 Solution-Focused Theory:

- The client takes center stage.
- Assessment of solutions → the clients desired outcomes, existing strengths and resources.
- Collaboration is key.
- Basic Tenets:
  - Places emphasis on the future rather than the present or the past;
  - Belief that all people are free to make choices;
  - Belief that clients are their own experts who know what is best for them;
  - Uses the resources available to the client;
  - Goals are specific, behavioral and obtainable; and
  - Problems are refrained in a more positive way.

### 3.3 Review and Evaluation of Case Progress:

3.3.1 For those children that are new entries into the out-of-home care system and due for their initial or subsequent FAIR meeting, the Contractor shall:

- a. Review the Bridges Children in Out-of-Home Care Report to verify that FAIR meetings have been timely scheduled and that written notices to involved individuals were mailed.
- b. For those cases not timely scheduled and/or notification completed, develop and implement an immediate plan for corrective action.
- c. Schedule FAIR meetings in consultation with the Division's staff.
- d. The timeframe for FAIR meetings begins on the day of initial placement. Timeframes for FAIR meetings will be determined in conjunction with DCYF and DJJS based on the needs of each agency. Timeframes will be indicated in the FAIR Guidelines and amended as needed.
- e. Prepare for FAIR meetings by completing the following steps within the stated timeframes:
  - i. 10 days prior to the scheduled FAIR meeting, conduct a pre-review interview with the Division's applicable supervisor, CPSWs or JPPOs to discuss the status of the cases to be reviewed to:
    1. Learn the results of the most recent Permanency Planning Team (PPT) review of the case(s), if applicable, and gain a full understanding of the current situation for each child and family, including any sensitive issues that may be raised at the reviews;
    2. Determine the actions taken to bring the case(s) without a timely FAIR meeting into compliance;
    3. Determine the actions taken at the most recent PPT or other case related activity to resolve case barriers or outstanding issues regarding case management, case practice, service delivery and case outcomes; and
    4. Determine the need for child care, transportation, interpreter services, and/or conference calling services to enable family members and other involved individuals to attend the FAIR meeting, or at least to provide written documentation or to be able to participate by telephone and develop/implement a plan of action to secure the necessary services.
- f. Conduct the FAIR Meeting:
  - i. Following introduction of the participants by the Division's supervisor, CPSW or JPPO, explain the purpose and guidelines of the FAIR meeting, including the roles of the participants, format of the meeting and anticipated outcomes, and describe confidentiality requirements;



- ii. Following a brief presentation of the case status by the Division, facilitate a thorough discussion of the progress being made toward the permanency goal, and review each of the following elements:
  1. Specific reason(s) for removal/safety factors necessitating placement of the child are clarified;
  2. Case planning, including timely permanency goal-setting, the appropriateness of the current and concurrent permanency goals and what needs to be completed to achieve the permanency goal in a timely manner;
  3. Facilitate the identification of the family's strengths and additional family resources and connections;
  4. Ensure that the child's/youth's needs have been adequately assessed and identified and that the child/youth has the opportunity to express what they feel they need. Especially:
    - a. Ensure that each parents' needs have been adequately assessed and identified and that both parents have the opportunity to express what they feel they each need;
    - b. Each parent must be fully involved in the FAIR process in order for it to succeed. The facilitator must engage the parent from the beginning of the meeting. Parents must also have a say in the action steps created at the end of the meeting and a joint responsibility must be shared with the other team members to achieve the identified case goals. Parents are also asked and encouraged to identify and bring their supports to the meeting(s); and
    - c. Discuss and assess the current visitation (parenting opportunities) plan. This assessment must include discussion around the frequency, appropriateness and any possible barriers to promoting positive parenting opportunities. The permanency facilitator must assess if the parenting opportunities are aligned with optimal achievement of the permanency goal. If not, the facilitator must identify what needs to be done to correct this.
  5. The progress toward alleviating or mitigating the causes necessitating placement in out-of-home care including the extent that actions of the participants addressed previous FAIR review's recommendations;
  6. A likely date by which the child may be returned to and safely maintained in the home or placed for adoption or legal guardianship; and
  7. For those children for whom the permanency plan is adoption or placement in another permanent home, the steps DCYF or DJJS has taken to find an adoptive family or other permanent living arrangement for the child, to place the child with an adoptive family, a relative, a legal guardian, or in another planned permanent living arrangement, and to finalize the adoption or legal guardianship.
- iii. Record the results of the FAIR meeting, using the Division's prescribed form, including any agreed upon changes to the case plan, note individual concerns expressed by the participants (a summary of the differing positions of the involved individuals), any corrective actions still needed and a negotiated date with the responsible parties for completion of these actions, and obtain the signature of each participant;

Contractor Initials: SL

Date: 4/1/10

- iv. At the conclusion of the FAIR meeting:
  1. Summarize the progress made during the FAIR meeting;
  2. Complete the action steps page at the end of the document, re-emphasize the outcomes, responsibilities and timeframes for completion of action steps and ensure that each participant receives, or, if the meeting is not held at the District Office, will receive within at least 5 days a copy of the action steps;
  3. Offer all participants the opportunity to complete a FAIR satisfaction survey;
  4. Establish a date and location for the next FAIR meeting;
  5. Obtain updated contact information for all participants and others who should be invited to the next FAIR meeting; and
  6. Forward a copy of the completed FAIR document to the District Office's Permanency CPSW and retain an additional copy of the completed FAIR document in the Division's paper case record.
- v. No later than 7 days after the conclusion of each FAIR meeting, enter the required case data onto the designated NH Bridges screens.

## C. OPERATIONAL SPECIFICATIONS

### 1. General

- 1.1. The Contractor shall provide all services, either directly or through use of sub-contractor(s). If sub-contractor(s) are used, the Contractor shall first obtain DCYF written approval by notifying DCYF of the following: identify the name(s) of the sub-contractor(s); include the rationale and appropriateness of the sub-contractor(s) to be used, and indicate the terms of sub-contractor agreement(s). The Division shall review such use and notify the Contractor of its decision regarding use of the sub-contractor.

### 2. Staffing Resources:

- 2.1. The Contractor shall provide an adequate number of staff that possesses the education, experience, knowledge, skills and other competencies to perform the contracted services.
- 2.2. The Contractor, in collaboration with the Division, shall prepare a FAIR staffing plan that clearly articulates each staff member, their job responsibilities and qualifications, and identifies which FAIR services they shall provide, their work location, and their immediate supervisor.
- 2.3. The Contractor shall provide, at minimum:
  - 2.3.1. One FTE Program Supervisor that has an advanced degree in social work, counseling, psychology, or psychiatry, five years of direct clinical and social work experience in the areas of child abuse, neglect, and delinquency, and three years of supervisory and administrative experience. The Program Supervisor will be responsible for management and oversight of the FAIR process Program and will work closely with the Division's designated administrator(s) to coordinate delivery of this program and services.

- 2.4 Contractor staff charged with responsibilities that include meaningful case related contact with the children and families served by the Division shall have, at minimum, an advanced degree in social work, juvenile justice, counseling, psychology, or psychiatry and a minimum of three years of clinical and social work experience in the areas of child abuse, neglect, and delinquency. Staff shall have knowledge of family development theory, solution focus theory and be able to incorporate these theories into their daily work. They shall also be thoroughly familiar with the federal requirements contained in P.L. 96-272, P.L. 105-89, Titles IV-B Section 422 and IV-E Section 475(5), and ASFA.
- 2.5 All Contractor staff assigned to work on the FAIR program shall have successfully passed a criminal background and Central Registry check.
  - 2.5.1 Staff hired prior to contract award shall have passed these checks within the past twelve months. If checks have not been done within this time, the Contractor shall have 30 days post contract award to ensure the checks are conducted and applicable staff have successfully passed.
  - 2.5.2 For those staff hired post contract award, the Contractor shall ensure the checks are conducted prior to the staff beginning work on the FAIR program and shall not permit the staff to begin this work until the checks are successfully passed.
- 2.6 Contractor staff having responsibility to conduct FAIR meetings, shall be available for evening FAIR meetings, if necessary, to ensure maximum participation by the child(ren)'s family members. The Division's normal business hours are Monday through Friday, 8:00 a.m. – 4:30 p.m.; in most instances, FAIR meetings would be held within normal business hours.
- 2.7 The Division shall have final oversight and decision-making authority of all contracted reviewers selected and of the evaluations of services rendered.

### 3. Office Space and Equipment Resources

- 3.1. The Division will make available to the Contractor one workstation in each district and state office location for the FAIR program.
- 3.2. The Division will make available to the Contractor one networked desktop computer and printer at each workstation referenced above, and a telephone.
- 3.3. The Contractor shall also have access to the Division's copying machines at these locations for use in copying FAIR documents.
- 3.4. The Division will make available to agreed upon Contractor staff, building identification and security pass cards and/or codes.
- 3.5. The Division will provide access to a telephone in all District Office, as well as in the State Office locations.

#### 4. Performance Measures and Indicators

The Contractor shall achieve the following performance measures:

- 4.1 In 98% of the cases requiring review, the Contractor scheduled a review for each child who resides in an out-of-home care setting according to the time requirements established by federal/state laws, Division policies, and before the corresponding 6-month, 12-month, 18-month, etc. court hearings. Data source: The Division will query NH Bridges for eligible children in placement six months or more. Reporting interval: Semi-annually.
- 4.2 In 100% of the cases reviewed, the Contractor shall have completed the portions of the Division's prescribed review document within twenty-five to thirty-five (25-35) days prior to the scheduled review. Data source: Contractor work plans. Reporting interval: Quarterly.
- 4.3 In 100% of the cases, the Contractor offered a survey to all participants. Reporting interval: Quarterly.
- 4.4 In 80% of the surveys completed, the Contractor achieved a satisfactory rating from parents, children and other participants of the FAIR meeting in a format agreed upon by the Division and the Contractor. Data source: Survey (see attached survey document). Reporting interval: Quarterly.
- 4.5 In 100% of the cases, the Contractor prepared and provided to the Division a client satisfaction report in a format developed by the Contractor and approved by the Division. Data source: Survey (see attached survey document). Reporting interval: Quarterly.
- 4.6 100% of the required monthly, quarterly and/or annual reports, as described herein, are distributed on schedule and include the required content. Data source: Minutes of Contract Oversight Meetings. Reporting interval: Quarterly.
- 4.7 The Contractor shall assign and maintain, throughout the period of the contract, at least 95% of the full-time equivalent staff positions identified. Data source: Minutes of Contract Oversight Meetings; minutes shall document the staffing levels. Reporting interval: Monthly.

#### 5. Reporting Requirements

- 5.1 The Contractor shall submit the reports as shown in 4. above as follows:
  - 5.1.1 Quarterly reports are due within 30 days of the end of each quarter.
  - 5.1.2 Semi-annual reports are due within 30 days from the end of each six-months period.
- 5.2 In addition the Contractor shall submit annual reports summarizing the quarterly and semi-annual data. The annual reports shall include, but not be limited to, program highlights, accomplishments and activities, as well as recommendations for service development and outcomes, systemic barriers and family satisfaction survey results. The reports are due within 60 days of the end of each State Fiscal Year.

#### D. SPECIAL PROVISIONS:

1. The Contractor shall comply with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
2. The Contractor is not authorized to release any information regarding the Division's compliance with federal guidelines without express written authorization of the Division Director or his/her designee.