



Jeffrey A. Meyers  
Commissioner

Lorraine Bartlett  
Director

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

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

September 19, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Heather Carignan (Vendor #TBD) 29 Camri Court, Rindge, NH 03461 for the facilitation of the Family Assessment and Inclusive Reunification Program in an amount not to exceed \$73,566 effective upon Governor and Executive Council approval through June 30, 2018. 100% Federal Funds.

Funds are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council, if needed and justified.

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2017	102-500734	Contracts for Program Svc	42107306	\$3,070
2018	102-500734	Contracts for Program Svc	42107306	\$28,144
			<b>SubTotal:</b>	<b>\$31,214</b>

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2017	102-500734	Contracts for Program Svc	42106801	\$4,166
2018	102-500734	Contracts for Program Svc	42106801	\$38,186
			<b>SubTotal:</b>	<b>\$42,352</b>
			<b>TOTAL:</b>	<b>\$73,566</b>

**EXPLANATION**

The Family Assessment and Inclusive Reunification program involves a review process that ensures the Division for Children, Youth and Families' compliance with the Federally mandated Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272); Adoption and Safe Families Act of 1997 (P.L. 105-89) and regulations resulting ther from: Titles IV-B, Section 422 and IV-E Section 476(5) of the Social Security Act.

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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.

A Request for Application was posted to the Department's website on May 27, 2016 and has remained posted until the position is filled. One application was received. A team of individuals with extensive program knowledge reviewed the application. Heather Carignan was selected. The bid summary is attached.

The contract contains language which allows the Department the option to renew for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not 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: Keene/Claremont Catchment Area. All other areas of the state are currently under contract with other vendors.

Source of Funds: 100% Federal Funds.

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

Respectfully submitted,



Lorraine Bartlett  
Director



Approved By:  
Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

**Family Assessment Inclusive  
Reunification Facilitator**

RFA Name

**RFA-2017-DCYF-06-FAIR**

RFA Number

**Bidder Name**

1. **Heather Carignan** \_\_\_\_\_
2. \_\_\_\_\_
3. **0** \_\_\_\_\_
4. **0** \_\_\_\_\_
5. **0** \_\_\_\_\_
6. **0** \_\_\_\_\_
7. **0** \_\_\_\_\_

Pass/Fail	Maximum Points	Actual Points
Pass	0	0
	0	0
	0	0
	0	0
	0	0
	0	0
	0	0

**Reviewer Names**

1. Kara Buxton, Program Specialist  
IV, DCYF, Child Protection
2. Michael Donati, Adminidstartor I,  
DCYF, Child Protection
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: Family Assessment Inclusive Reunification Facilitator (RFA-2017-DCYF-06-FAIR-02)

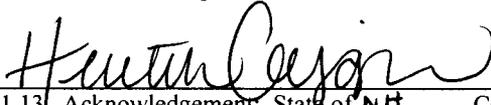
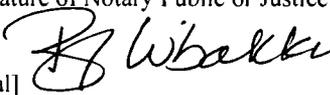
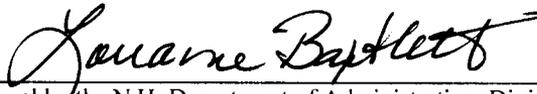
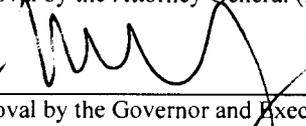
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <b>Department of Health and Human Services</b>		1.2 State Agency Address <b>129 Pleasant Street, Concord, NH 03301-3857</b>	
1.3 Contractor Name <b>Heather Carignan</b>		1.4 Contractor Address <b>29 Camri Court Rindge, NH 03461</b>	
1.5 Contractor Phone Number <b>603-562-0752</b>	1.6 Account Number: 05-95-42-421010-29730000- 102-500734-42107306 05-95-42-421010-29680000- 102-500734-42106801	1.7 Completion Date <b>June 30, 2018</b>	1.8 Price Limitation <b>\$73,566</b>
1.9 Contracting Officer for State Agency <b>Eric D. Borrin</b>		1.10 State Agency Telephone Number <b>603-271-9558</b>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>Heather Carignan</b>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u>  On <u>9/12/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> <b>REBECCA J. LIUBAKKA</b>                      Notary Public-New Hampshire                      My Commission Expires  <b>August 14, 2018</b> </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <b>Rebecca J Liubakka</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <b>LORRAINE BADLETT, DIRECTOR DHHS/DCYF</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>9/28/16</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>10/10/16</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. 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 notice and consent of the State. 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. Purpose

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

#### 2. Provisions Applicable to All Services

- 2.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 2.2 The Contractor agrees to provide services as a fair and impartial party, remaining neutral in all aspects of services provided in this agreement.

#### 3. Services to Be Provided

The Contractor will provide the following services:

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

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



**Exhibit A**

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



## Exhibit A

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

# Exhibit A-1

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

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

<b>Purpose</b>
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The purpose of FAIR is to include parents/caregivers, age-appropriate children/youth, and any supportive people identified by the family, in a solution-focused process together with DCYF and service providers. FAIR aims to empower families in their own decision-making, case planning, and goal development immediately following the removal of their child(ren). Together, FAIR participants will continuously assess family needs and provide necessary support towards achieving permanency for the family.

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

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

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

**"Case Plan"** means a document that is developed jointly within 60 days from date of removal by the CPSW or JPPO, the parents, and the child/youth, as appropriate, that incorporates Solution Based Casework and describes: the type, necessity, safety and appropriateness of placement; the needs

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and services required by the child/youth, parents, and resource parents; the individuals responsible for delivering the services or completing the tasks; the dates for completion; and the anticipated child/youth and family outcomes. The case plan guides all participants towards achieving the permanency goal for the child/youth.

**"Children for Whom DCYF has Placement and Care Responsibility"** means individuals, ages birth through 21 for whom DCYF has temporary protective custody, legal supervision, custody, or guardianship pursuant to RSA 169-C, 170-B, 170-C, and 463, or who JJS has custody pursuant to RSA 169-B and 169-D for the purposes of placement, excluding youth committed to the Sununu Youth Services Center (SYSC) or incarcerated at any other secure facility where they are awaiting disposition by the court of jurisdiction.

**"Close Proximity to Parents"** means a placement nearest the home community or residence of the child/youth's parents or legal guardian that is consistent with the child or youth's best interest and special needs. The following factors are included in determining the placement: (1) the ease with which the child/youth and family may visit each other; and (2) the availability of services the child/youth may require.

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

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

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

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

**"Family Assessment and Inclusive Reunification (FAIR) Meeting"** or **"Case Review"** means a review of the status of the case including the case plan, the child/youth's safety, well-being, and plans for permanency.

- (1) **"10 Day Meeting"** means the FAIR meeting held 10 days after a child/youth has entered an out-of-home placement through a Child Protective Services intervention;
- (2) **"30 Day Meeting"** means the FAIR meeting held 30 days after a youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Juvenile Justice Services case;
- (3) **"4 Month Meeting"** means the FAIR meeting held 4 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case; and
- (4) **"10 Month Meeting"** means the FAIR meeting held 10 months after a child/youth has entered an out-of-home placement from his or her home, shelter care, or an architecturally secure treatment facility, through a Child Protective Services or Juvenile Justice Services case.

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

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**"FAIR Steering Committee"** means a group of individuals, chaired by the Administrator of the Bureau of Well-Being or designee, and including at a minimum a Child Protection Services Administrator or designee, a Juvenile Justice Services Administrator or designee, and the FAIR Program Supervisor who evaluate data and other findings from the FAIR program and submit recommendations to the DCYF Management Team.

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

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

**"Out-of-Home Placement"** means the 24-hour care of children or youth who must live apart from their parents and includes care at resource homes, relative homes, pre-adoptive homes, and residential facilities including group homes, educational, psychiatric or physical health-related facilities.

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

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

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

**"Permanency Goal"** means the desired outcome of interventions and services, which is determined to be consistent with the health, safety, well-being, and best interest of the child/youth. For each child/youth, there will be one primary current goal from the following options:

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

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

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

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**"Reasonable Efforts"** means measurable actions taken by DCYF staff and service providers to prevent a child/youth's placement, or to return a child/youth to his or her family, or to achieve another permanency goal for the child/youth.

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

<b>Policy</b>
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- I. The objectives of the FAIR meetings are:
  - A. To create a forum for family engagement, where families are active participants and have a voice in their case planning, permanency planning, and case progress.
  - B. To ensure that children in out-of-home placement and their families have periodic reviews to ensure progress in improving safety, permanency, and well-being;
  - C. To ensure compliance with the federally required elements for periodic case review, specifically including regulations in SSA Section 422 (Title IV-B) and SSA Section 475(5) (Title IV-E);
  - D. To identify and utilize families' strengths and needs in order to achieve safety, permanency, and well-being for families; and
  - E. To explore relatives and natural connections for ongoing support to the child/youth and family in order to expedite achievement of permanency.
- II. FAIR Meetings must be held for:
  - A. Every child/youth in an out-of-home placement;
  - B. Each child/youth up to the age of 21 who remains in out-of-home placement;
  - C. Each child/youth who runs away from placement, regardless of the child/youth's runaway status for up to a period of 6 months from the date of the runaway incident;
  - D. Each child/youth whose parents' rights have been voluntarily surrendered or legally terminated, until adoption or another permanency goal has been completed; and
  - E. Each child/youth up to the age of 21 who is under the co-guardianship of DCYF and a foster parent, relative or other designated individual.
  - F. FAIR meetings are not required for youth who are at SYSC or in shelter care.
- III. FAIR meetings must be time-limited to approximately an hour and follow a set schedule:
  - A. The CPS case review process must begin within 10 calendar days of the child/youth entering an out-of-home placement.

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- B. The JJS case review process must begin within 30 calendar days of the youth entering an out-of-home placement.
  - C. For youth who have been at SYSC or in shelter care and then discharged to a placement, a FAIR review must be held no later than 30 calendar days from the date of discharge.
  - D. The subsequent FAIR meeting must occur within 4 months of the child/youth entering out-of-home placement.
  - E. Following the 4-month case review, FAIR meetings must continue every 6 months while the child/youth remains in out-of-home placement.
  - F. If the meeting schedule is interrupted, the FAIR meeting must be held as soon as possible, but no later than 30 calendar days after the scheduled meeting date.
  - G. FAIR meetings may be coordinated with court reviews and other case planning conferences, such as treatment team meetings at residential treatment programs, educational meetings at local schools, or behavioral health treatment team meetings, as appropriate;
- IV. FAIR meetings are facilitated by an independent, trained individual that has no responsibility for the case management or the delivery of services to, either the child/youth or the parents;
- A. The facilitator has no authority to change a case plan or other conditions that have been established by court order but may make recommendations to the participants.
- V. FAIR meetings must be respectful, frank, open discussions conducted in an informal, inclusive manner to assist parents and youth to develop and implement their case plan and permanency goal. This must include:
- A. Describing clearly the problem that led the child/youth to go into an out-of-home placement and allow parents and youth (if appropriate) the opportunity to explain their perspective and determining progress made toward alleviating or mitigating the need for out-of-home care;
  - B. Identifying with the family their strengths and needs;
    - 1. Identifying relatives and others who are natural connections and supports to the child/youth;
    - 2. Identifying behavioral health needs including trauma identification and treatment;
  - C. Identifying the permanency goal and concurrent goal with the family, and projected date of completion.
    - 1. The primary goal before the permanency hearing is reunification.
    - 2. The concurrent goal should be an agreed upon alternate plan to achieve another permanency goal if reunification with a parent is not possible.
    - 3. Review the progress made in achieving the permanency goals, including:
      - (a) Agency efforts to meet with the family (including youth) face-to-face to work on the case plan;

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

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2. Proximity of the placement and the school, and efforts to maintain the child/youth enrolled in the school if placed in a town outside the school's catchment zone; and
  3. Immediate enrollment of children and youth in a new school when not continuing in their school of origin;
    - (a) Provision of educational records by the sending school district if the child/youth is unable to be maintained in their school of origin.
- H. Reviewing child/youth's school progress;
- I. Reviewing adult living preparation plan for youth 14 and older;
- J. Reviewing 90-day youth transition plan (for youth 17.75 years of age, and, if applicable, again 3 months prior to discharge);
- K. Reviewing Aftercare Plan for youth 17 and older in DCYF; and
- L. Reviewing CPSW or JPPO child/youth visits and outcomes.
- VI. While each FAIR meeting must discuss the topics listed in section V above, the focus of each FAIR meeting may differ, depending upon the timeframe of the meeting as described below and noted in the "Major Focus Points for FAIR Meetings" (Form 1537):
- A. The 10-day and 30-day FAIR meeting will have a strong focus on the reasons the child/youth entered placement and what barriers need to be alleviated in order for the child/youth to return home. This meeting serves as the foundation towards achieving positive family engagement by ensuring that the family is involved in the case planning process and that the family receives the necessary services through the case planning process. Working with the team to facilitate appropriate parent and child/youth visitation plans and that the appropriate family connections are involved in the case is important at this meeting. This meeting sets the foundation for the ongoing case.
  - B. The 4-month FAIR meeting will focus on the case plan that was implemented at the dispositional hearing. This meeting will assess the progress made in achieving reunification, the case plan goals, what current barriers are present that may prevent the case plan from being achieved, and assessing the appropriateness of the current placement and that the concurrent goal is also appropriate.
  - C. The 10-month FAIR meeting will place great emphasis on the achievement of the current permanency goal and the concurrent goal. Focus will continue to be on the progress towards reunification and removing any barriers to achieving reunification. Furthermore, in the event reunification cannot or does not occur, discussions must continue about the concurrent goal. It is important to also assess that all reasonable efforts are being made to achieve the permanency goal for this case. If not, what efforts will be made to ensure this is happening before the permanency hearing occurs?
  - D. Post-permanency FAIR meetings (excluding APPLA cases) will continue to provide intense focus on the permanency goal implemented at the permanency hearing (i.e. reunification with an extension, TPR/adoption, guardianship with a relative), and what barriers are present, if any, to achieving this permanency goal. If reunification is not the current permanency goal, assess what the most appropriate level of involvement should be for the

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parents. Is reunification still an appropriate permanency goal? If reunification is the goal after the permanency hearing, is it still the most appropriate goal? Should the concurrent goal be recommended as the primary permanency goal?

- E. Post-permanency FAIR meetings (APPLA cases) should focus on the plan for the youth upon exiting out-of-home care and explore efforts being made to identify a primary caring adult, if one is not already identified. Are the necessary supports in place for the youth and family, if applicable? Where is the youth going to reside after out-of-home care? Is this the most appropriate and feasible plan? Discuss how the youth will be able to support their living arrangement? Is the youth in the least restrictive placement? Even though it is no longer the primary permanency goal, is reunification a possibility at this point? Are the parents and/or the youth's connections in the best interest of the youth? Is APPLA the most appropriate permanency goal? Does the youth have regular, ongoing opportunities to engage in age or developmentally appropriate activities? Determine the steps the Division is taking to ensure the child's out-of-home placement provider is following the reasonable and prudent parent standard.
- VII. With the exception of the 10-day meeting, a written notice of the date, time, place, and purpose of the FAIR meeting (Form 1530 and Form 1532) must be sent, via mail or email, at least 10 calendar days prior to the meeting to the following individuals:
- A. The child/youth's parents;
  - B. The child/youth, regardless of age (each child/youth is invited to attend and participate in an age appropriate manner);
  - C. Family members, supportive friends, clergy, or others, as requested by the parents or youth (see V-D:1(a) above);
  - D. The child/youth's foster parents or relative caregivers;
  - E. The residential care provider;
  - F. The child/youth's attorney, guardian ad litem, or Court Appointed Special Advocate (CASA) who has been appointed by the court of jurisdiction;
  - G. The child/youth's surrogate parent as defined by RSA 186-C:14;
  - H. The special education directors from the sending and receiving school districts if the child/youth has been identified as educationally disabled as defined by RSA 186-C: 2 I, and pursuant to "sending" and "receiving" districts, as defined by RSA 193:27;
  - I. The child/youth's behavioral health therapist;
  - J. The service providers;
  - K. The identified primary caring adult for a youth with a goal of APPLA; and
  - L. Other involved professionals, as determined by the case plan.
- VIII. Extensive efforts (on-going contact, flexible scheduling, etc.) must be made to ensure that the parents and/or child/youth are able to attend and engage in the FAIR meeting.

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- A. The FAIR meeting may be held at the family's home, district office, a residential treatment facility, a school, or another setting that is mutually agreeable to the participants.
  - B. If a parent or child/youth is not fluent in English, the service of an interpreter must be arranged by the CPSW or JPPO, and DCYF pays the expense incurred for the interpreter.
  - C. If circumstances arise within 24 hours of the scheduled meeting, that are a barrier to a parent or child/youth attending, the use of a conference line to participate by phone must be offered or the meeting may be rescheduled.
  - D. If all efforts to include the parents and/or child/youth in the FAIR meeting have been made but they do not attend, the FAIR meeting must still be held to review the case.
- IX. DCYF does not provide financial reimbursement for meeting time, travel time, or mileage expenses for any of the invited participants.
- X. When more than one child/youth in the family needs to have a FAIR meeting within the same timeframe, all the children and youth may be reviewed during the same meeting, but one Form 1533, Form 1534, or Form 1535 must be completed for each child/youth.

### Procedures

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

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

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2. Annual Permanency Hearings were held within federal timeframes; and
  3. Written Notices of FAIR meetings have been sent to parents, age appropriate children/youth, and the other required individuals as identified per Policy part VII.
- D. In consultation with supervisors, CPSWs, and JPPOs, initiate actions to schedule any missed case reviews;
- E. Review the case record and NH Bridges screens to determine the status of the case;
- F. Conduct the FAIR meeting in a manner to encourage discussion and participation, while respecting the rights and culture of all participants by completing the following tasks:
1. Facilitate introductions among the participants;
  2. Explain the purpose of the meeting and the legal basis for case reviews;
  3. Explain the confidentiality requirements and that all information discussed is protected;
  4. Discuss the review process and provide an explanation of the participant's rights;
  5. Maintain a time-limited discussion on the case plan:
    - (a) Ensure a presentation of the case plan by the CPSW or JPPO;
    - (b) Facilitate a thorough discussion of the case plan including:
      - (1) The permanency goal and the progress or lack of progress to date, consistent with the facts of the case;
      - (2) Determining that the tasks, services, timeframes, and child and family outcomes are appropriate for the permanency goal;
      - (3) Other elements identified in Policy, part V; and
    - (c) Recommend modification or change in the case plan, when in the facilitator and family's judgment, the plan is insufficient based on information presented at the review and the recommendations do not conflict with the outstanding court order.
  6. Focus the meeting on stage appropriate discussions by using the "Major Focus Points for FAIR Meetings" (Form 1537);
  7. Summarize the meeting and restate the tasks, responsible individuals, timeframes, and expected outcomes;
  8. Record the FAIR meeting, using the "Family Assessment and Inclusive Reunification (FAIR)" (Form 1533 for a goal of Reunification , Form 1534 for a goal of APPLA, or Form 1535 for Non-APPLA permanency goals). Document:

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

Exhibit A-2

Name: **Bi-weekly Activity Breakdown**

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

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

Enter your name

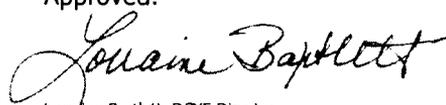
Enter start and end date of week in column 1 & 4

Description of activity performed in column 2 & 5

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

Contractor Initials HC  
Date 9/12/10

Exhibit A-3, DCYF Professionalism and Ethics Policy

<b>1051 PROFESSIONALISM AND ETHICS</b>	
Chapter: <b>Staff Responsibilities</b>	Section: <b>Standards and Expectations</b>
 <p>New Hampshire Division for Children, Youth and Families Policy Manual                  Policy Directive: <b>15-22</b>                  Effective Date: <b>May 2015</b>                  Scheduled Review Date:</p>	Approved:  Lorraine Bartlett, DCYF Director
	Related Statute(s): <b><u>RSA 15-B:3, RSA 21-G, RSA 161-F:46, RSA 169-C, and RSA 170-G</u></b> Related Admin Rule(s): <b><u>Per 1000</u></b> Related Federal Regulation(s): <b><u>SSA 471, P.L. 104-191, P.L. 108-79 and PREA Standards 115.311 (a), and 361 (b)</u></b>

DCYF believes everyone deserves to be treated with courtesy and respect. Staff will conduct themselves in an ethical manner to develop positive relationships with families, children, and members of the public, and in collaboration with our federal, state, local, and private colleagues. In order to develop and maintain these connections and deliver quality services, we must be committed to professional conduct and professional boundaries. Transparency, ethical standards, and accountability are essential organizational qualities in pursuit of our commitment to excellence in service.

**Purpose**

This policy establishes a work standard to supplement existing laws, Personnel Rules, DHHS Policies, and the "Executive Branch Code of Ethics" issued pursuant to Executive Order Number 98-1, on June 19, 1998. These standards govern the professional conduct of all staff employed with the Division for Children, Youth and Families. This policy is to be reviewed by staff and have the acknowledgment completed on an annual basis.

**Definitions**

**"Client"** means any individual, who does not receive financial compensation for collaborating with the Division for Children, Youth and Families and is receiving services from DCYF.

**"Colleague"** means a professional associate, including but not limited to: an employee - including supervisors, volunteer, or student intern assigned to DHHS regardless of position; court official; attorney; law enforcement officer; school employee; or employee of a provider or community agency serving children/youth.

**"Conflict of Interest"** means any activity, regardless of remuneration, which creates an actual, direct, and substantial risk, or appearance thereof, that a person's objectiveness in his/her role and responsibility as an employee of DHHS may be influenced by a secondary interest/circumstance.

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

**"DHHS"** or the **"Department"** means the New Hampshire Department of Health and Human Services.

**"PREA"** means the standards enacted on August 20th, 2012 and enforced by the U.S. Department of Justice to eliminate prison rape pursuant to the Prison Rape Elimination Act of 2003.

Contractor Initials HC  
 Date 9/12/16

Exhibit A-3, DCYF Professionalism and Ethics Policy

**"Sexual Harassment,"** means any unwelcome sexual advance, a request for a sexual favor, or other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
4. In accordance with PREA, "sexual harassment" also means any repeated verbal comments or gestures of a sexual nature to a client or colleague by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

**"Staff"** for the purpose of this policy means any individual employed by the Division for Children, Youth and Families or working through the Division for Children, Youth and Families in a contracted position, internship, or volunteer program (to include Parent Leaders).

**"SYSC,"** or the **"John H. Sununu Youth Services Center,"** means the architecturally secure juvenile treatment facility administered by the DHHS Division for Children, Youth and Families for committed and detained youth.

**"Workplace"** means the District Office, telework site, training site, State Office, SYSC, client's home, foster/adoptive home, court, police department, service provider site, school, residential care facility, child care facility, or other locations where DCYF work is conducted during and after regular work hours.

<b>Policy</b>
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- I. All Division staff are responsible for adhering to Federal Laws, the NH statutes, and the policies and rules of the Department of Health and Human Services and of the Division for Children, Youth and Families.
  - A. All statements in this policy are to supplement and reinforce existing staff expectations and responsibilities and DO NOT supersede any law, rule, or policy of DHHS.
  - B. NH State Statutes and Administrative Rules may be accessed via the internet at <http://www.nh.gov/government/laws.html>
  - C. DCYF policies may be accessed through the Intranet and/or Lotus Notes.
  - D. DHHS policies may be accessed through the DHHS Intranet.
- II. DCYF maintains the following expectations of employee performance:
  - A. Staff will competently perform job responsibilities set forth in the class specification, supplemental job description for their position (or contract), and other duties within the scope of their position, as directed by their supervisor, manager, or administrator.

Exhibit A-3, DCYF Professionalism and Ethics Policy

1. Staff shall incorporate all applicable provisions of the NH DCYF Practice Model in the performance of their job duties.
  2. Staff may only represent DCYF in court, meetings, interviews, or similar events when it is consistent with their job description and assigned cases.
    - (a) Staff must request supervisory approval to represent DCYF in any other situations.
    - (b) Any requests to provide a presentation in a public forum must be referred to a Supervisor and the Center for Professional Excellence through the Speaker's Bureau for Field Services staff.
    - (c) When representing DCYF, staff will, to the best of their ability, reflect DCYF related laws, rules, NH DCYF Practice Model, and current DHHS and DCYF policies.
  3. Staff shall refrain from using their official positions to promote any partisan political purpose and from allowing another's political affiliation or power to influence their decisions regarding a client; DCYF shall comply with all statutes and regulations related to campaigning, lobbying, and political practices.
  4. Staff are accountable for their work hours and their supervisor must approve, in advance, any changes to their work schedule.
  5. Exceptions will require the written approval of the staff's supervisor.
- B. Staff will maintain appropriate professional appearance while performing their assigned job duties or attending training, to foster respect and promote professionalism in the workplace.
1. Staff will possess their DHHS and DCYF issued identification badge, if issued, and equipment specified by their supervisor while on-duty.
  2. Staff will follow business casual manner of dress as determined by the office in which they are assigned.
  3. Staff performing an irregular job duty may seek supervisory approval to utilize casual dress during said duty. Any casual dress must be neat, clean, and appropriate for a business setting.
- C. Staff must recognize that they serve as important role models for clients and colleagues in the performance of their official duties. Accordingly, staff will demonstrate positive behavior and a responsible work ethic.
1. Staff shall represent DCYF in a professional manner and refrain from any conduct that may reflect poorly on themselves, the Division, and/or the Department.
    - (a) Staff shall follow the expectations set by the Governor through the training "Respect in the Workplace."

Exhibit A-3, DCYF Professionalism and Ethics Policy

- (b) Staff will conduct themselves with competence, honesty, respect, cultural sensitivity, and professionalism in all interactions, consistent with the NH DCYF Practice Model.
  - (c) Staff will maintain attitudes, communication, and behaviors toward clients and colleagues and others whom staff have contact with in the course of their employment, that are even, controlled, dignified, impartial, respectful, and without exploitation.
  - (d) Staff must work to establish trust and cooperation with clients and colleagues.
2. Staff shall promote professional cooperation with each bureau of DCYF and DHHS by:
- (a) Maintaining relationships with colleagues, of such character, as to promote mutual respect within the profession and improvement of its quality of service; and
  - (b) Assuring that statements about colleagues, and their bureaus or agencies, are accurate and constructive.
3. To perform their duties competently, staff must participate in ongoing education and training, and must maintain familiarity with current policy, trends, and developments.
- (a) Staff must maintain appropriate training hours for their position as specified in their supplemental job description and pursuant to applicable Policy 2901 Staff Development and Learning.
4. State property, information systems, and resources shall only be used for purposes consistent with the staff's job description, authorized by their supervisor, OIT Technology Policy, and DCYF and DHHS policies. This includes any desk, chair, and related equipment; telephones, cell phones, and their related services; state vehicles, personal computers, laptops, and any other related equipment or services such as printers, routers, scanners, etc. including email, internet services, computer applications, utilities and any other equipment, other service or resource available or accessible to DCYF staff.
5. Unprofessional conduct (during or after work, in person or through social media) that interferes with staff performance and/or interferes with the ability of the Division to meet its mission may lead to disciplinary action.
- D. Consistent with the protection of the public interest, staff will serve each client with integrity and appropriate concern for the client's welfare and with no purpose of personal gain.
- 1. Staff must be diligent in their responsibility for documentation while ensuring that all reports are timely, relevant, and accurate pursuant to state and federal laws, policy, and supervisory directives. All information must be:
    - (a) Recorded in the designated information system in compliance with any required timeframes, and

Exhibit A-3, DCYF Professionalism and Ethics Policy

- (b) All case information must be accurate and factual to contribute to sound decisions affecting client and public safety.
  - 2. Staff shall fully and objectively advise clients of information necessary for informed decision-making and stay informed of each client's condition and conduct.
  - 3. Staff shall only represent themselves and make judgments which they are professionally qualified to make, through education, training, job assignment, certification, or licensure.
  - 4. Staff shall be aware of his/her own biases, preventing them from interfering with the delivery of services to clients.
  - 5. Staff shall exercise independent, professional judgment and prevent youth, family, social, or other relationships from influencing professional conduct or decisions, or creating the appearance of influence on professional conduct or decisions. Staff shall report all real or perceived conflicts of interest in a timely manner to their supervisor.
  - 6. Staff, and persons connected with DCYF, shall not use their official positions to secure privileges or advantages for themselves or engage in personal business transactions with clients (current or former) or organizations providing services to clients.
    - (a) Employees shall not accept or give a gift or gratuity of value (RSA 15-B:3), except for general donations authorized by the appropriate Bureau Administrator;
    - (b) Staff shall not initiate any financial or business interactions with former clients or foster /adoptive families without prior authorization from their Bureau Administrator or designee.
    - (c) Unplanned financial or business interactions with former clients shall be immediately reported to their Bureau Administrator or designee.
    - (d) Items (b) and (c) above shall not apply to current or former clients employed by and acting on behalf of a third party (e.g. cashiers, waitstaff, etc...)
- III. Staff shall maintain appropriate professional relationships with effective and cooperative interactions with the clients they serve, and providers and community members with whom they have direct contact.
- A. Personal relationships (or the appearance of personal relationships) must not be allowed to interfere with the delivery of services to clients during or after regular work hours, including contact through internet social media sites.
  - B. To ensure appropriate relational boundaries consistent with policy and best practice, the following applies:
    - 1. Staff must not bring clients into their homes without the prior written approval of the Director of DCYF, or their designee.

Exhibit A-3, DCYF Professionalism and Ethics Policy

2. Staff must not form personal relationships with colleagues/interns that could be perceived to create a conflict of interest with their role. Staff who have any concerns should consult with his/her supervisor to determine if there is a conflict, or the appearance of a conflict.
3. Current clients:
  - (a) Staff shall contact clients in the course of their normal daily job functions during approved work hours;
    - (1) Non-business-related client contact outside the staff's conduct of their normal daily job functions and/or outside their approved work hours is not allowed. This includes communication to youth detained or committed at the SYSC and their families.
    - (2) Any staff with knowledge of such non-business contact should bring this to the attention of the committing staff's supervisor immediately.
  - (b) All communications will be consistent with the recommendations of the client's treatment team and/or case plan; and
  - (c) Staff who receive any form of communication from a current client that is out of the ordinary from normal business interactions shall document the communication and report such communication to their supervisor. The supervisor shall use his/her discretion in reporting the communication to the appropriate administrator.
4. Former Clients:
  - (a) Staff should not participate in on-going social relationships with his/her former clients.
    - (1) The Division recognizes that clients and families may choose to offer staff updates on his/her/their status or situation and opportunities to attend activities after case closure (e.g. graduations, weddings, and/or military events).
    - (2) Staff shall notify their supervisor before attending such events.
    - (3) Staff knowledgeable of violations of this provision shall immediately report to the committing staff's supervisor.
  - (b) Staff shall not initiate any form of communication with former clients unless it is for a program or activity approved by the Director of DCYF, or designee. Examples of approved programs and activities include but are not limited to Operation Santa materials, recruiting parent leaders, working with the Parent Partner Program, complying with the requirements of the National Youth in Transition Database, aftercare cases, or working with a former client on a Family Engagement project;
  - (c) Staff who receive any form of personal or social communication from a former client shall:

Exhibit A-3, DCYF Professionalism and Ethics Policy

- (1) Respond professionally to any communication (written, telephonic, or electronic), after consultation with a supervisor; and
  - (2) Seek approval from their supervisor, or designee, to maintain communication with a former client; and
5. Staff who have a family member or friend who is a client, or staff who are related to other staff, must conduct their work according to DCYF work standards and notify their supervisor of possible conflicts of interest because of their relationship(s).

IV. Confidentiality is a priority.

- A. No confidential information may be released without permission of the DCYF Director and/or guidance from the Division's legal services.
  1. Child/youth or family case information shall only be disclosed pursuant to state and federal laws, court orders, and DCYF policy to individuals who have a proper professional need for such information using written authorizations for release when required.
  2. Staff shall not initiate/acknowledge clients in public without justification or permission from said client.
- B. Staff shall seek only such information regarding clients and colleagues as necessary to perform their duties and responsibilities, and maintain such information as confidential.
- C. Any secondary employment by staff outside DCYF must not conflict with case management or other assignments. DCYF staff participating in outside employment must not profit or otherwise benefit from decisions made as a DCYF employee and must not jeopardize the confidentiality of the families served.
- D. Subject to the client's rights of privacy and the responsibility to protect confidential or privileged information, staff shall respect the public's right to know and share information with the public according to the provisions of applicable state laws, federal laws, and DCYF and DHHS policies.
  1. When making any statements in public, staff shall clearly distinguish views that are personal and those that are statements and positions on behalf of the agency.
  2. Staff shall refer/direct all media inquiries to the DHHS Public Information Office at:

Public Information Office  
Office of the Commissioner  
Department of Health & Human Services  
129 Pleasant Street  
Concord, NH 03301  
Telephone: (603) 271-4957  
Toll Free: (800) 852-3345 ext. 4957  
TDD Access Relay: (800) 735-2964  
FAX Number: (603) 271-4727

Exhibit A-3, DCYF Professionalism and Ethics Policy

3. Any such referral shall be reported to the staff's immediate supervisor.

V. Physical Contact Between Staff and Clients:

A. Physical contact initiated by DCYF staff with clients shall be limited to the following:

1. Restrictive Interventions or Use of Force – When an incident occurs that necessitates a use of force, staff may make physical contact with the client according to Division policies governing the use of force or restrictive interventions pursuant to their job assignment and applicable policy;
2. First Aid – When staff must initiate physical contact in order to provide appropriate first aid for which they are trained;
3. Transfer – When a child who is non-ambulatory needs assistance in changing locations;
4. Personal Care – When a child is under the age of 3 and in the custody of the Division, assistance with diapering/ toileting or feeding may be necessary; and
5. Sports Activities – When staff and youth are engaged in sanctioned sporting activities.

B. Sexual or sexualized behavior, sexual harassment, or other forms of sexual misconduct from staff-to-client is expressly prohibited (PREA 115.311(a)). Staff with knowledge of any offenses that may have been committed are mandated to report as identified in the Mandated Reporting section, immediately below.

**Mandated Reporting**

- I. Staff shall be responsible to immediately report and document any injuries or concerns about safety/security for themselves, colleagues, or clients to their immediate supervisor.
- II. Staff must immediately report any observed illegal activity in the workplace or violations of DCYF or DHHS policy to their supervisor.
  - A. Any location defined as a workplace for DCYF staff shall be a Drug-Free Workplace in accordance with DHHS's policy on "Drug-Free Workplace;"
    1. The Division for Children, Youth and Families interprets drugs to include alcohol and cigarettes (including electronic cigarettes).
    2. JJS field staff who confiscate substances from youth that may violate a Drug-Free Workplace shall abide by Policy 1346 "Search and Seizure."
- III. DCYF establishes zero tolerance towards all forms of sexual abuse, sexual harassment and/or other forms of sexual misconduct.
  - A. All employees of the State of New Hampshire are entitled to work in an environment free of sexually inappropriate behavior. The State of New Hampshire is committed to preventing and eliminating such misconduct in the workplace before it rises to the level of sexual harassment.

Exhibit A-3, DCYF Professionalism and Ethics Policy

1. Staff must follow the Governor's State of New Hampshire Policy on Sexual Harassment.
  2. Staff with knowledge of any offenses that may have been committed during an incident of sexual abuse, sexual harassment or other sexual misconduct must report the incident to their supervisor or, if the supervisor is implicated in the allegation, to staff of comparable status.
  3. All alleged incidents must be reported either in writing or verbally, to the Director of the Division of Personnel, or the agency Human Resource Administrator, who shall then refer the complaint to the Director.
  4. Any alleged incident involving a client must be reported in compliance with item IV as detailed below.
- B. Additionally, staff at the SYSC must follow all applicable provisions of PREA pertaining to the elimination, prevention, response, and reporting of sexual harassment according to applicable DCYF policies.
- IV. Prevention and Reporting Abuse or Neglect of Clients:
- A. Staff shall act to prevent practices that are inhumane, unethical, or disrespectful towards clients and colleagues.
  - B. Staff who have reason to suspect that any child/youth has been abused or neglected shall make the report(s) required by RSA 169-C:29 by calling DCYF Central Intake Unit at (800) 894-5533 or 271-6563 (115.361(b)).
  - C. Staff shall also abide by all applicable provisions of PREA.
    1. Staff employed at the SYSC must follow policies regarding the prevention and reporting of abuse or neglect of youth committed or detained including, but not limited to: Policy 2055 Sexual Assault and Sexual Harassment and Policy 2475 Abuse or Neglect of Committed or Detained Youth.
    2. Alleged incidents involving youth committed or detained at the SYSC must be reported on Form 2180 "Reporting Form For Sexual Abuse, Sexual Assault, and Sexual Harassment."
    3. Intermediate and higher level supervisory staff at the SYSC must make unannounced rounds pursuant to Policy 2071 SYSC Master Schedule.
  - D. Staff who have reason to believe that an adult is, or is suspected to be, incapacitated and subject to abuse, neglect, self-neglect or exploitation shall make a report as required by RSA 161-F:46 by calling BEAS Central Intake at (800) 949-0470 or 271-7014.
- V. Retaliation of any kind for staff making a report described above, including reports related to PREA, is expressly prohibited. Reports of retaliation are subject to investigation and may lead to disciplinary action.
- VI. Discrimination is prohibited. Staff shall not discriminate because of race, creed, color, sex, age, political affiliation or belief, veteran status, religion, national origin, sexual orientation, or disability.

Exhibit A-3, DCYF Professionalism and Ethics Policy

- A. Staff wanting to learn more about filing a discrimination complaint should contact the Office of the Ombudsman at:

State of New Hampshire  
Department of Health & Human Services  
Office of the Ombudsman  
129 Pleasant Street  
Concord, NH 03301-3857 (603) 271-6941  
(800) 852-3345 ext. 6941  
FAX (603) 271-4632  
TDD Access: relay NH 1-800-735-2964  
E-mail: [ombudsman@dhhs.state.nh.us](mailto:ombudsman@dhhs.state.nh.us)

- B. Any employee of the Department with HIV is protected by the same laws regarding unlawful discrimination, which are applicable to individuals with other diseases or disabilities. For more information, staff should contact the Department of Public Health AIDS/HIV program at 271-4502 or the Office of the Commissioner at 271-4602.

- VII. Staff shall respect and protect the right of the public to be safeguarded from criminal activity. Staff shall refrain from participation in illegal activity for any reason and shall notify the DCYF Director and the appropriate Bureau Administrator, or the Director of Operations- SYSC if the staff is employed at the SYSC, within 24 hours of any:

- A. Arrests or charges related to:

1. RSA 632-A:2 (Aggravated Felonious Sexual Assault);
2. RSA 632-A:3 (Felonious Sexual Assault);
3. RSA 632-A:4 (Sexual Assault);
4. RSA 631:1 (First Degree Assault);
5. RSA 631:2 (Second Degree Assault);
6. RSA 631:4 (Criminal Threatening);
7. RSA 633:1 (Kidnapping);
8. RSA 639:3 (Endangering Welfare of Child or Incompetent);
9. RSA 645:1, I (b), II, or III (Indecent Exposure and Lewdness);
10. RSA 649-A:3 (Child Pornography Offenses);
11. RSA 650:2 (Obscene Matter- where the act involves a child);
12. RSA 318-B (Controlled Drug Act); or

Exhibit A-3, DCYF Professionalism and Ethics Policy

- 13. RSA 637 (All Theft offenses) or RSA 638 (All Fraud offenses) if the staff's role provides control or management over client benefits or Departmental financial transactions.
- B. Criminal or serious motor vehicle offense, or offense that interferes with his/her valid driver's license or access to statewide transportation; or
- C. Criminal conviction.

**Violations of this policy:**

At all times, staff shall faithfully and responsibly perform the legal responsibilities, duties, and obligations imposed upon them by the United States Constitution, New Hampshire Constitution, federal laws, NH laws, court decisions, administrative rules, DHHS and DCYF policies, and their oaths of office, if applicable.

Staff who violate these standards of Professionalism and Ethics are subject to disciplinary actions described in NH Personnel Rules, PER 1000.

**Staff Acknowledgment:**

I have read the DCYF Professionalism and Ethics policy and understand the expectations contained therein.

HC  
Initials

I will abide by the DCYF Professionalism and Ethics policy.

HC  
Initials

  
Signature of DCYF employee, contractor/volunteer, or intern

Date: 9/12/16

Heather Carignan  
Printed name

contractor  
Position title

**Practice Guidance – Social Media Guidelines**

Division employees are role models for the children, youth, families, community, and public we serve. It is important to remember that even when not working, we are Division employees and therefore must hold ourselves to a high standard of conduct, reflecting the dignity and esteem in which the Division should be held. Division employees need to have an understanding that any use of social media that could be deemed inappropriate may affect their credibility and ability to perform duties associated with their supplemental job description.

The following guidelines were written to caution and make all Division employees aware about the possibility, even inadvertently, of violating the Division's code of conduct through inappropriate use of social media. Social Media means websites and applications that enable users to create and share content or to participate in social networking.

- Employees owe a common law of duty to their employer and this duty does not end at the end of their workday. Social media should not interfere with employee's responsibilities to their employer or affect their ability to perform their duties with credibility and integrity.
- It is important that employees understand that social media sources are not necessarily private and the great majority of posts are public domain for all to read. Even anonymous posts can be traced back to the person who generated them.
- Employees must understand privacy does not exist in the world of social media and the Internet. Once posted, your content is immediately disseminated throughout the Internet and cannot be retrieved or rescinded.
- If an employee makes a derogatory social media post about the Division or Department that puts them in a negative light they may be subject to corrective action.
- Employees should use their best judgment in posting material that may be deemed inappropriate or harmful to the Division, other employees, programs, children, youth and families we serve.
- Employees must understand that their personal opinions are not representative of the Division and therefore must not be posted as such.
- Employees should be aware that the Division may observe content and information made public by the use of social media.
- Employees are not to publish, post, or release any information that is considered confidential. If there are questions surrounding what is considered confidential, employees should speak to their immediate supervisor.
- Although not an exhaustive list, some specific examples of prohibited social media conduct include posting commentary, content or images that are defamatory, pornographic, proprietary, harassing, libelous, could create a hostile work environment or effect your credibility or ability to perform duties associated with your supplemental job description.

When creating a professional media application, employees must gain approval from the DCYF Director/Designee and refer to DHHS Social Media Guidelines, DoIT Usage Policy, and any information available through the Public Information Office.

**Practice Guidance – Professional Dress Guidelines**

Think of someone you work with in the community who you respect as a professional. Why is that? What about them do you respect? Would they view you the same way?

As a representative of the State of New Hampshire you are a professional who plays a key role in working with children, families and stakeholders across the State. How you present yourself strengthens your credibility, how you are perceived, the respect you receive, and the role you play.

Everyone has heard the saying that most judgments are made within the first 10 seconds of meeting you. As such you want to look your best to make the best first impression. It is appropriate and important for you to dress professionally for all work-related activities. Unprofessional dress can inhibit the ability to be a productive worker inside and outside the office. Guidelines such as these are geared towards enhancing your ability to achieve professional success. Studies show a more professional work appearance can lead to:

- ✓ Increased productivity and quality of work;
- ✓ Increased commitment to the mission and vision of the agency;
- ✓ Increased timeliness to work and work appointments;
- ✓ Increased use of polite and respectful language in the workplace; and
- ✓ Increased teamwork and office morale.

Be considerate of your work environment, co-workers, colleagues and clients.

Strive for consistency in professionalism.

**Below are some guidelines to consider as acceptable dress for men and women:**

Men

- General Attire
  - ✓ Dress slacks;
  - ✓ Shirts with collars (dress or polo); and
  - ✓ Sweaters with a shirt underneath.
- Attire for Court
  - ✓ Dress shirt with collars and ties; or
  - ✓ Suits, blazers or sports jackets are acceptable.
- On business casual or "Casual Fridays" dress still must be neat and clean and always appropriate for a business setting.
  - ✓ Examples are sweaters, shirts with collars, golf shirts, cotton khaki-type slacks, and jeans (in accordance with administration policy).
  - ✓ Casual Friday doesn't mean "messy."

## Exhibit A-3, DCYF Professionalism and Ethics Policy

### Women

- General Attire
  - ✓ Dresses;
  - ✓ Suits;
  - ✓ Dress slacks;
  - ✓ Loose fitting knit pants;
  - ✓ Gauchos (below the knee);
  - ✓ Knee-length dresses;
  - ✓ Skirts;
  - ✓ Blouses; and
  - ✓ Sweaters.
- Attire for Court
  - ✓ Business suits (pants or skirts);
  - ✓ Simple dresses;
  - ✓ Dress pants with suit coat;
  - ✓ Dress with a sweater; or
  - ✓ Blouses paired with skirts.
- On business casual or "Casual Fridays" dress still must be neat and clean and always appropriate for a business setting.
  - ✓ Examples are sweaters, shirts with collars, casual blouses and shirts, cotton khaki-type slacks, and jeans (in accordance with administration policy).
  - ✓ Casual Friday doesn't mean "messy."
- Hemlines should not be shorter than two inches above the knee.

### **Suggestion:**

If you would normally wear the outfit or footwear for the beach, yard work, weekend around the house, dance clubs, exercise sessions or sports contests, then it would likely not be appropriate for the workplace.

### **Please Note:**

This document serves as an example of professional and appropriate attire. Any questions or decisions needed beyond the scope of this document are at the supervisors'/administrations' discretion.



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**Method and Conditions Precedent to Payment**

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
  - 1.1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families, and (CFDA) # 93.645, Federal Agency Department of Health and Human Services, Stephanie Tubbs Jones Child Welfare Services Program for provision of services pursuant to Exhibit A, Scope of Services.
  
2. Payment for services shall be at a rate of twenty-one dollars and seventy cents (\$21.70) per hour, plus the cost of mileage.
  - 2.1. Hours are not to exceed one hundred thirty (130) hours per month for a total of eleven hundred fifty (1150) hours for State Fiscal Year 2017. Hours are not to exceed one hundred thirty (130) hours per month for a total of one thousand five hundred and sixty (1560) for State Fiscal Year 2018.
  - 2.2. Total mileage amounts are not to exceed \$6,265 for State Fiscal Year 2017. Total mileage amounts are not to exceed \$8,500 per State Fiscal Year 2018.
  
3. Payment for services shall be made as follows:
  - 3.1. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 3.2. Invoices identified in Exhibit B-1 and B-2 must be submitted not less than bi-weekly or no later than monthly to:

Attn: Fiscal Administrator  
NH Department of Health and Human Services  
Division for Children, Youth and Families  
129 Pleasant Street  
Concord, NH 03301
  
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
  
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
  
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said

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



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services have not been completed in accordance with the terms and conditions of this Agreement.

7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

FAIR Facilitator

# CONSULTANT - PLEASE RUSH

PO #:	Line #	Appropriation	Activity/Job #	Amount	Authorized Contract Specialist	Note/Comment:
1039656	3	10-042-29730000-102-500734	42107306			
1039656	4	10-042-29680000-102-500731	42106801			
Vendor #:				Total		

Billing time period: \_\_\_\_\_ Month: \_\_\_\_\_ to \_\_\_\_\_

Budget Line	Amount Budgeted	Adjustments:	Number of Hours or Miles	Rate/Hour	Billed This Period	Year to Date	Remaining Balance
Consultant time (from form)			0.00	\$21.70	\$ -	\$ -	\$ -
Mileage (from form)			0.00	\$0.540	\$ -	\$ -	\$ -
Tolls							
Total/Amount Due:			0.00		\$0.00		

Contractor signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_





**SPECIAL PROVISIONS**

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

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

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

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

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



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

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



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



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

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

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

Contractor Name:

9/12/14  
Date

Heather Carignan  
Name:  
Title: Heather Carignan  
Contractor



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

9/12/16  
Date

  
Name: Heather Cangnan  
Title: Contractor

Exhibit E – Certification Regarding Lobbying

Contractor Initials

HC  
9/12/16



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

9/12/16  
Date

Heather Carignan  
Name: Heather Carignan  
Title: contractor

Contractor Initials HC  
Date 9/12/16



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

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

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

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

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

Exhibit G

Contractor Initials

HC

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

Date

9/12/16

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

9/12/16  
Date

Heather Cangnan  
Name: Heather Cangnan  
Title: Contractor

Exhibit G

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

Contractor Initials

HC

Date

9/12/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

9/12/16  
Date

  
Name: Heather Carignan  
Title: Contractor



Exhibit I

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

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

**(1) Definitions.**

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

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Exhibit I

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

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

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

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Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

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Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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9/12/16



Exhibit I

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

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

LORRAINE Bartlett  
 The State  
Lorraine Bartlett  
 Signature of Authorized Representative  
Lorraine Bartlett  
 Name of Authorized Representative  
Director  
 Title of Authorized Representative  
9/20/2016  
 Date

Heather Carignan  
 Name of the Contractor  
Heather Carignan  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Name of Authorized Representative  
Contractor  
 Title of Authorized Representative  
9/12/16  
 Date



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

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

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

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

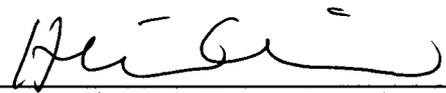
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

9/12/16  
Date

  
Name: Heather Carignan  
Title: Contractor



**FORM A**

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

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

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

NO  YES

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

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

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

NO  YES

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

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

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

Name: \_\_\_\_\_ Amount: \_\_\_\_\_



# HEATHER CARIGNAN

## PROFESSIONAL SUMMARY

Responsible self-starter who communicates well and is dedicated to improving the well-being of others. Possesses a strong track record of establishing solid relationships with co-workers, administration, and community members.

## ACCOMPLISHMENTS

Worked with special needs children, including those with learning disabilities, mental challenges and physical impairments.  
Worked as the Local Store Marketer for Texas Roadhouse for over a year and helped to bring in sales and foster relationships within the community.  
Promoted to Corporate Trainer after 2 years of employment.  
Served as the Volunteer Coordinator for our local elementary school.  
Licensed Foster Parent for the State of New Hampshire.  
Certified Breastfeeding Counselor

## PROFESSIONAL EXPERIENCE

**06/2002 to 09/2006**

**Corporate Trainer, Local Store , Host Manager, Bar Tender  
Texas Roadhouse — Nashua, NH**

Traveled with the manager to take notes and dictation at meetings. Trained employees for correct facility procedures, safety codes, and customer service. Increased customer attendance by providing fast and friendly service. Led sales meetings and was able to increase sales through these meetings. Demonstrated quality leadership and enthusiasm within the company. Trained in closing procedures, which included basic accounting procedures. Trusted with large amounts of money and responsibility.

**06/2001 to 06/2003**

**Teachers Aide/ Para Professional**

**Crotched Mountain Rehabilitation Center — Greenfield , NH**

Routinely met with teachers and therapists regarding in-class issues and learning interruptions to discuss solutions.  
Followed IEP's and helped children to reach their goals.  
Used variety of teaching techniques to encourage students to reach their full potential.  
Developed workable solutions for recurring problems for individuals and families.

**09/1999 to 06/2004**

**Employment Specialist**

**Jobs, Ect. — Nashua, NH**

Educated residents and their families regarding other community resources. Delivered high-quality and compassionate treatment. Performed all tasks with a patient-centered focus while seeking opportunities for improvement of processes and treatments. Helped to promote independence within each client and assist in activities of daily life. Trained in Medication Certification. Cared for clients with fragile medical conditions on a daily basis. Helped to foster relationships for clients within the community. Designed daily routines for clients that would promote independence. Helped to find and secure employment for clients.

## EDUCATION AND TRAINING

**2017**

**Bachelor of Arts: Psychology**

**Southern New Hampshire University — Manchester, NH, USA**

Coursework in Child Development and Education

The National Society of Collegiate Scholars National Honor Society

Office Administration coursework Coursework in Marketing and Public Relations

Top 10% of class