



Nicholas A. Toumpas  
Commissioner  
  
Mary Ann Cooney  
Associate Commissioner

77 dm

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

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

May 28, 2014

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

*sole source*  
*100% General Funds*

**REQUESTED ACTION**

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into a **sole source** amendment to an agreement with Interactive Voice Applications, Inc. (Vendor # 172579), 5815 Burgundy Drive, Dallas, TX 75230, to add the provision of Random Moment Sample Training to the Technical Assistance for Administrative Cost Claiming of Federal Programs contract and increase the price limitation by \$17,500 from \$141,584 to \$159,084, effective date of Governor and Council approval, through June 30, 2014. The Governor and Executive Council approved the original agreement on January 15, 2014 (Item # 38-A).

Funds to support this request are available in the following account in the State Fiscal Year 2014.

**05-95--042-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD – FAMILY SERVICES**

SFY	Class/Object	Class Title	Activity Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2014	563-500915	Community Based Services	42105602	\$141,584	\$17,500	\$159,084
					<b>Total:</b>	<b>\$159,084</b>

**EXPLANATION**

This amendment is **sole source** because the contract price limitation increase is greater than ten percent (10%) of the original contract value.

The purpose of this amendment is to include a provision for Random Moment Sample Training in the vendor's contract. The Random Moment Sample application is the mechanism used in conjunction with case load eligibility statistics to claim federal funding for administrative activities performed by Child Protection Service Workers, Juvenile Probation and Parole Officers and Fiscal Specialists under the following federal programs: Title IV-E Foster Care Maintenance and Adoption Subsidy, Title IV-A Temporary Assistance to Needy Families Emergency Assistance for Family Preservation services, Temporary Assistance to Needy Families - Relative Payee and Medicaid. The Random Moment Sample application is designed to ask specific questions about the activity in which a Child Protection Worker, Juvenile Probation and Parole Officers and Fiscal Specialists is engaged at randomly selected times to

determine what federal programs may be charged for that activity. In order for the Random Moment Sample application to be effective in accurately identifying the best federal funding source for each activity, workers must be trained to ensure they understand how to use the significantly revised Random Moment Sample application to obtain maximum federal funding for the Department.

Further, the Random Moment Sample application activity codes have not been revised since 1999 and the Division for Children, Youth and Families business practice has significantly changed, which requires training of the 370 staff that are part of the Random Moment Sample process. The Department does not have the internal resources to conduct the required training. This training will be provided to Child Protection Service Workers, Juvenile Probation and Parole Officers and Fiscal Specialists to ensure the accurate coding of worker activities at the time of a Random Moment Sample, which will result in the maximizing federal funding revenue for the Department.

Technical Assistance for Administrative Cost Claiming of Federal Programs is an agreement that provides consultation and technical assistance for the review and analysis of the Department of Health and Human Services current administrative cost claiming for Title IV-E and other federal programs related to the child welfare and juvenile justice programs. The purpose of the review and analysis is to develop recommendations for the design, development and implementation of improvements to current processes; ensuring compliance and maximization of federal administration funding for populations served under New Hampshire's child welfare and juvenile justice programs. The proposed design, development and implementation of an integrated work plan and systems process should allow the DHHS to maximize federal administrative claiming for eligible children. This original agreement includes the following components/deliverables:

- Review of current governing documents and existing Division for Children, Youth and Families policies and processes to ensure all processes and procedures meet federal and state requirements as related to child welfare and juvenile justice programs cost claiming;
- Identification of alternatives and recommend revisions to conducting and recording the Random Moment Sampling and Random Day Time Study processes necessary for administrative claiming of staff time, including the revision of Random Moment Sampling and Random Day Time Study codes, the code claiming matrix and corresponding eligibility rates under Title IV-E and other federal programs as applicable;
- Provision of a draft plan for review and modification of the methodology to be used to determine the universe of children for the Title IV-E Foster Care Eligibility Rate Calculations, including populations served under New Hampshire's child welfare and juvenile justice programs;
- A detailed analysis of current versus proposed administrative cost claiming and the financial impact in compliance with Federal, State and Other Rules and Regulations by State Fiscal Year and Federal Fiscal Year projected for a minimum of two years prospectively as well as impact review retrospectively.
- Review and testing of revised caseload/case count definitions.

This contract was competitively bid. On September 27, 2013 the Department issued a Request for Proposals to solicit proposals for the provision of Technical Assistance for Administrative Cost Claiming of Federal Programs. The request for proposals was available on

the Department of Health and Human Services website from September 27, 2013 through October 23, 2013. There were four proposals submitted.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the Administrative Cost Claiming process and the Division for Children, Youth and Families' Fiscal Unit operations. The team also included staff with significant business and management expertise.

The proposals were evaluated based on the criteria published in the Request for Proposals and Interactive Voice Applications, Inc. was selected as the vendor. The bid summary is attached.

Should Governor and Council not authorize this request, the Department will not be able to concretely address and modify its internal processes in response to the findings of the NH title IV-E Administrative Cost Review Pilot Report. This will lead a significant loss in federal claiming funds and an increase in the use of General Funds to pay for the required administrative services.

Area Served: Statewide.

Source of Funds: 100% General Funds.

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved By:



Nicholas A. Toumpas  
Commissioner

**NH Technical Assistance  
Administrative Cost Claiming of  
Federal Programs**

RFP Name

14-DHHS-OHS-DCYF-08

RFP Number

Reviewer Names

**Bidder Name**

1. Benton & Associates - MD
2. Berry Dunn - ME
3. Integrity Management Services - VA
4. Interactive Voice Application - TX
5. Public Consulting Group - MA
6. Sequoia Consulting Group - CO
7. Sivic Solutions Group - NY

Status	Maximum Points	
No Proposal	100	
Pass	100	
No Proposal	100	
Pass	100	
Pass	100	
No Proposal	100	
Not Ranked	100	

1. Shanthi Venkatesan, MBA, MS
2. Simone Roy, DCYF Fiscal
3. Frank Nachman, Esq.
4. Dague Clark, DCYF Fisca Mgr
5. Adrian Wayland, Admin III OBO
6.
7.
8.
9.



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Assistance for Administrative Cost Claiming for  
Federal Programs Contract**

This 1st Amendment to the Assistance for Administrative Cost Claiming for Federal Programs contract (hereinafter referred to as "Amendment #1") dated this 16<sup>th</sup> day of May, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Interactive Voice Application, Inc. (hereinafter referred to as "the Contractor"), a corporation with a place of business at 5815 Burgundy Drive, Dallas, TX 75230.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 15, 2014 (Item #38-A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the agreement can be amended by written agreement of both parties upon approval of the Governor and Executive Council;

WHEREAS both parties agree to change the price limitation and scope of services; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$159,084
2. Exhibit A, Scope of Services is deleted and replaced with Amendment #1-Exhibit A, Scope of Services.



**New Hampshire Department of Health and Human Services Amendment for Assistance for Administrative Cost Claiming for Federal Programs Contract**

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

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

State of New Hampshire  
Department of Health and Human Services

5/28/14  
Date

Mary Ann Cooney  
Mary Ann Cooney  
Associate Commissioner

Interactive Voice Applications, Inc.

5/23/14  
Date

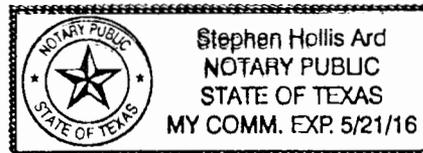
[Signature]  
NAME:  
TITLE: president

**Acknowledgement:**

State of Texas, County of Dallas on 5-23-14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace



**New Hampshire Department of Health and Human Services Amendment for  
Assistance for Administrative Cost Claiming for Federal Programs Contract**



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14  
Date

Rosemary A. ...  
Name:  
Title:

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

1.1 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. General Scope of Services

- 2.1 The contractor shall review the appropriate documents and analyze, determine, advise recommended modifications, develop, test, and assist in the implementation of changes that will result in accurate, optimal and beneficial Federal claiming of Title IV-E, and other child welfare and juvenile justice programs administrative funding. At a minimum, the Contractor shall review: The NH DHHS PACAP, the Title IV-E Administrative Cost Review (ACR) Final Report inclusive of attachments, the Random Moment Sample (RMS) and Random Day Time Study (RDTS) activity codes and descriptions, instructions, cost allocation matrix, NH's most recent submission of form CB-496, NH SACWIS documents relating to Federal revenue claiming, case counts and eligibility percentages and any other applicable documents.
- 2.2 Upon approval of the contract, the contractor shall meet and consult with designated DHHS staff to review expectations for the contract deliverables, establish reporting and working protocols, and set priorities. The focus of the meeting and consultation will include, but is not limited to, the changes required to the RMS/RDTS code descriptions, instructions, and cost allocation matrix, revision of case counts and Federal program eligibility rates and detailed descriptions required in the PACAP.
- 2.3 Within 10 days of approval of this Contract, the contractor shall develop and provide a detailed Project Plan to incorporate the requirements as listed in this Contract and an estimated timeframe for the completion of each requirement.
- 2.4 The contractor shall provide two written summary interim progress reports describing the contractor's findings and recommendations. The first progress report shall be submitted to NH DHHS after 30 days from the initiation of the contract and the second after 60 days.
- 2.5 In addition to the reports required under Section 2.4., he contractor will, after 90 days from the initiation of the contract, present a final report to NH DHHS of all actions taken, processes implemented, and recommendations made by the contractor to comply with the deliverables of this contract to include a detailed list with supporting documentation of the expected results of all such changes from which NH DHHS will determine next steps. The contractor will, as part of this final report identify what follow-up activities could be performed by the contractor and what, if any, additional consultant assistance would be needed to conduct those activities.



## Exhibit A

### 3. Review, Analyze, Test, Map RMS & RDTS

- 3.1 The Contractor shall review and analyze the current NH DHHS Random Moment Sample and Random Day Time Study codes, instructions, processes, procedures and related cost allocation matrix and claiming structures and provide the following deliverables:
- 3.1.1 The Contractor shall provide a Random Moment Sample (RMS) analysis and revision of current codes for accuracy and completeness. Such analysis and revision shall ensure all potential daily activities of Child Protection Service Workers (CPSW), Juvenile Probation and Parole Officers (JPPO) and Fiscal Specialist staff are captured in the RMS or Random Day Time Study (RDTS) codes.
  - 3.1.2 The Contractor shall recommend revision of the RMS/RDTS codes to focus on revenue maximization and compliance with Federal regulations. Each proposed recommendation shall include reference to the appropriate supporting legal authority and/or Federal guidance and be accompanied by a detailed code matrix mapping to benefiting Federal programs.
  - 3.1.3 The Contractor shall create a list of RMS/RDTS activities CPSW/JPPO/Fiscal Specialist staff will recognize in terms they will understand and which shall be clearly tied and assigned to one or more specific cost pools.
    - 3.1.3.1 The list shall be constructed in close consultation with line staff and their supervisors and Contractor shall ensure that all worker activities are covered and contain sufficient detail in the code descriptions to directly map to Federal/non-federal funding sources from the activities selected by the worker.
    - 3.1.3.2 Every activity the worker can be engaged in should have a selection, eliminating, if possible the need to select "other".
  - 3.1.4 The Contractor shall test proposed revised activity definitions for the RMS and RDTS with CPSWs, JPPOs and Fiscal Specialists, as determined in consultation with NH DHHS, and using a scenario based approach that has pre and post-test results to ensure the revised RMS/RDTS codes are providing the responses expected.
    - 3.1.4.1 Such testing shall include the financial calculations in how Federal funding will be impacted due to the revised RMS codes and shall take place prior to any actual implementation of systems changes.
    - 3.1.4.2 Such testing shall include but not be limited to the following:
      - 3.1.4.2.1 Preparation of new codes as detailed within this contract.
      - 3.1.4.2.2 Selection of a group of employees to participate in a 30 day study to be conducted during the period between April 1, 2014 and May 31, 2014.



## Exhibit A

- 3.1.4.2.3 Training of employees described in Section 3.1.4.2.2 during the week prior to the 30 day study period.
  - 3.1.4.2.4 Compilation and analysis of results at conclusion of study period.
  - 3.1.4.2.5 Production of an analysis of the fiscal effects of the new codes.
  - 3.1.4.2.6 Use of analysis described in Section 3.1.4.2.5 to modify codes and definitions to remove ambiguity and clarify code definitions in preparation for introducing new codes to the general worker population.
  - 3.1.4.2.7 Results of analysis shall be presented by June 1, 2014.
  - 3.1.4.2.8 Any modifications or clarifications to the codes shall be prepared during the month of June, 2014 and delivered prior to June 30, 2014.
- 3.1.5 The Contractor shall create an easy to follow, understandable, RMS/Cost Allocation matrix/crosswalk that maps RMS activity responses to benefiting Federal and non-federal programs and includes accurate mapping to the Form CB-496 by line item.
- 3.1.6 The Contractor shall ensure that all Federal claims are aligned with Federal reporting requirements and are mapped from the detailed RMS cost allocation code matrix to appropriate reporting lines in the Form CB-496. This shall include all current child welfare Federal claims as well as all revenue maximization initiatives subject to this contract including, but not limited to, expanded Medicaid claiming.

## 4. Eligibility Rates, NH SACWIS

- 4.1 The Contractor shall review, analyze and make recommendations for changes relating to Federal program eligibility rates, accurate case counts for each of the various populations; i.e. foster care, in-home, adoption, secure detention, etc, and for additional changes in NH SACWIS to capture additional Federal revenue NH may not be currently claiming and provide the following deliverables:
- 4.1.1 The contractor shall review the form, layout, function and data on the current NH SACWIS caseload and eligibility reports for accuracy and completeness and make recommendations for improvement. The contractor will propose work-arounds to collect the necessary information when data is not available in the NH SACWIS system to adequately identify all caseload counts and program eligibility rates.
  - 4.1.2 The Contractor shall review and analyze NH SACWIS in relation to providing accurate financial and statistical reports for caseload counts and the calculation of Federal program eligibility rates/percentages to be used in the cost allocation process and make recommendations for improvement



## Exhibit A

on all NH SACWIS Change Requests submitted by the Division for Children, Youth and Families (DCYF) for programming changes designed to maximize Federal revenues, provide accurate case counts and eligibility rates/percentages for the cost allocation process.

### 5. PACAP

5.1 The Contractor shall review, analyze and make recommendations for changes relating to the PACAP. Such review and analyses shall focus on and ameliorate PACAP processes that are reducing Federal revenue to NH DHHS. The Contractor shall provide the following deliverables:

5.1.1 The Contractor shall provide a detailed description for inclusion in the PACAP of how information contained in the DCYF RMS/RDTS matrix and the NH Statewide Automated Child Welfare Information System (SACWIS) is used to calculate eligibility percentages for administrative claiming of all Federal revenues across the child welfare and juvenile justice programs.

5.1.2 The Contractor shall provide a detailed description, for inclusion in the PACAP, of the calculation of Federal program eligibility rates and how the eligibility rates are used in the cost allocation process. Such detailed written descriptions of all accepted recommendations shall include all Federal Regulations citations/references/explanations or other authority upon which the Contractor's recommendations are based.

### 6. IV-E Report

6.1 The contractor shall review and analyze the most important findings as identified in Appendix A of this exhibit, as contained in the NH Title IV-E Administrative Cost Review Final Report, including all attachments, especially those impacting revenue, and make recommendations for addressing each finding. Contractor shall demonstrate that each recommendation will secure the maximum amount of Federal funding to which the State is entitled under applicable Federal law.

### 7. Assistance in Gaining Approval of Changes

7.1 The Contractor shall assist NH DHHS in gaining any required federal approvals and provide the following deliverables:

7.1.1 The Contractor shall provide guidance and advice to assist DHHS in obtaining Federal approvals from all pertinent Federal agencies such as the Administration for Children and Families (ACF), Division of Cost Allocation (DCA), Office of the Inspector General (OIG) and any other Federal agencies that may have inquiries with regard to the recommendations made by the Contractor. In particular, the contractor shall assist NH DHHS in gaining approval of procedure for determining eligibility rates, RMS/RDTS revised codes and cost allocation matrix and PACAP submissions by ACF, OIG, DCA and any other Federal agencies as required. Contractor's obligation concerning DHHS interactions with federal authorities and the approval process shall be limited to review and comment on contractor deliverables and state-generated materials, and off site advice and guidance. Any additional work such as further analysis,



## Exhibit A

data gathering, research and appeals shall be authorized at State option on a time and materials basis.

### 8. Random Moment Sample (RMS) Training

- 8.1 The Contractor shall provide the Department with an electronic copy of RMS Training, in PowerPoint presentation form, for approval that shall include, but not be limited to, each type of training session identified in Section 8.2, below. The Contractor shall:
- 8.1.1 Provide an activity code for each scenario provided with an explanation of why that activity code was selected.
  - 8.1.2 Provide the PowerPoint presentation to the Department for review no later than June 9, 2014.
  - 8.1.3 Incorporate revisions suggested by the Department in Section 8.1.2 into the final presentation described in Section 8.1.4.
  - 8.1.4 Provide the final Power Point presentation to the Department, electronically, one week prior to scheduled trainings, ensuring room for note taking on slide presentations.
- 8.2 The Contractor shall provide RMS Training in webinar style form during the week of June 23, 2014, to Child Protection Service Workers (CPSW), Juvenile Probation and Parole Officers (JPPO), and Fiscal Specialists. The Contractor shall:
- 8.2.1 Limit the number of webinar participants to no more than twenty-three (23) individuals. Participants shall include CPSWs, JPPOs and Fiscal Specialists.
  - 8.2.2 Ensure three hundred seventy (370) CPSW, JPPO and Fiscal Specialist staff have access to RMS training.
  - 8.2.3 Provide five (5) training days as follows:
    - 8.2.3.1 Four (4) days will have training sessions that include three (3) two (2) hour sessions that are designed specifically for CPSWs and JPPOs as described in Section 8.2.5.
    - 8.2.3.2 One (1) day will have the three (3) two (2) hour sessions described in Section 8.2.3.1 with an additional one (1) hour session designed specifically for Fiscal Specialists, as described in Section 8.2.5, for a total of four (4) trainings.
  - 8.2.4 Provide one make up training day on June 30, 2014 ensuring that:
    - 8.2.4.1 Two (2) three (3) hour training sessions are available for CPSWs who could not complete training specified in Section 8.2.3.1.
    - 8.2.4.2 One (1) three (3) hour training session is available for JPPOs who could not complete training specified in Section 8.2.3.1.
  - 8.2.5 Design separate webinar trainings specific to participants. This means:



## Exhibit A

- 8.2.5.1 Training for CPSWs shall use scenarios that apply only to child protection and ensure:
  - 8.2.5.1.1 Half of the scenarios relate to Assessment practice including incident-specific and comprehensive assessment activities.
  - 8.2.5.1.2 Half of the scenarios relate to Family Service and include scenarios relating to adoption subsidy.
  - 8.2.5.1.3 A minimum of two (2) Child Protection and Juvenile Justice shared case scenarios.
- 8.2.5.2 Training for JPPOs shall use scenarios that apply to juvenile justice and secure detention/commitment only, ensuring a minimum of two case scenarios are Child Protection and Juvenile Justice shared case scenarios.
- 8.2.5.3 Training for Fiscal Specialists shall use scenarios that apply to eligibility determination and fiscal functions only.
- 8.2.6 Develop scenarios loosely based on some incorrect 'Mini RMS' answers to show how to arrive at an accurate response.
- 8.2.7 Explain why the Department is making changes to the RMS codes and why travel is to be coded to the RMS activity and why it is important that travel is accurately coded.
- 8.2.8 Use terms familiar to NH DCYF staff (i.e. using 'imminent risk' instead of 'reasonable candidates').
- 8.2.9 Ensure all training material is acronym-free and all abbreviations are fully spelled out to ensure clarity of instruction.
- 8.3 The Contractor shall provide trainings that are scenario-focused with emphasis on how the RMS application will guide the respondent through the specific scenario, following through to how that response will be coded at the end. The Contractor shall:
  - 8.3.1 Use the 'Mini-RMS' program during training, which describes an activity and allows the trainer to pause in order to allow participants to:
    - 8.3.1.1 Answer the RMS sample individually.
    - 8.3.1.2 Explain reasons for the given answer.
    - 8.3.1.3 Receive reinforcement of the most accurate answer from the trainer for that scenario.
  - 8.3.2 Provide training that ensures participants understand that accurately answering questions will automatically result in correct coding and correct funding as assigned by the RMS application.
  - 8.3.3 Train participants who are provided with an assigned RMS application code through a Training Announcement to use that code, rather than use the process described in Section 8.3.2 during specific trainings.



## Exhibit A

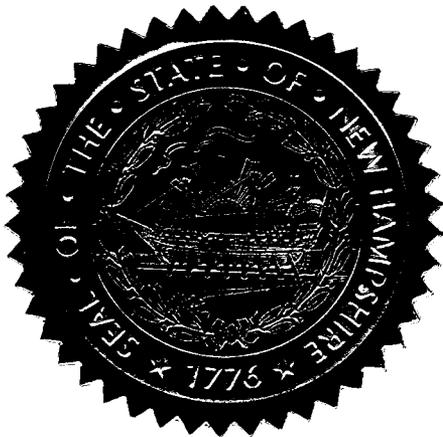
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- 8.4 Provide specific focus on the first screen of the RMS to ensure staff understand that working on a case includes:
  - 8.4.1 Supervision.
  - 8.4.2 Peer Review.
  - 8.4.3 Information/Referral/Cover Calls.
- 8.5 Provide an electronic version of each training (CPSW, JPPO and Fiscal Specialist) to the Department that includes:
  - 8.5.1 RMS trainer voice instructions.
  - 8.5.2 Use of the RMS web page.
  - 8.5.3 The Power Point presentation, in electronic form, to be used in Department training for new hires and refresher trainings.

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Interactive Voice Applications, Inc. a(n) Texas corporation, is authorized to transact business in New Hampshire and qualified on April 12, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14<sup>th</sup> day of May, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
**(Corporation without Seal)**

I, Charnette Young, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Interactive Voice Applications, Inc.  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 20, 2014:  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, , for the provision of

Technical Assistance- Administrative Cost Claiming of Federal Programs services.

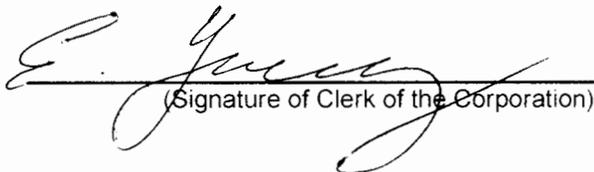
**RESOLVED:** That the President  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 23rd day of May, 2014.  
(Date Contract Signed)

4. John R. Young is the duly elected  
President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

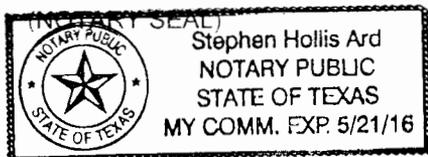
County of Dallas

The forgoing instrument was acknowledged before me this 23rd day of December, 2014.

By Charnette Young  
(Name of Clerk of the Corporation)

  
(Notary Public/Justice of the Peace)

Commission Expires: 5-21-16









January 7, 2014

Mr. Eric Borrin  
New Hampshire Department of Health and Human Services  
Contracts and Procurement Unit  
129 Pleasant Street- Brown Building  
Concord, NH 03301

To whom it may concern,

IVA, Inc. is contracting with the State of New Hampshire Department of Health and Human Services to provide consulting services. A majority of this work will take place outside the State of New Hampshire.

The sole representative of IVA, Inc. who will be on site in New Hampshire is one of its owners. As an owner he is not eligible for Workers Compensation Insurance.

Sincerely,

A handwritten signature in black ink that reads "John R. Young". The signature is written in a cursive style with a long horizontal flourish at the end.

President  
[john@ivacsp.com](mailto:john@ivacsp.com)  
(214) 361-2686 (fax)



MST  
38A

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

129 PLEASANT STREET, CONCORD, NH 03301-3857  
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Nicholas A. Toumpas  
Commissioner

Mary Ann Cooney  
Associate Commissioner

December 24, 2013

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

**REQUESTED ACTION**

*100% General funds*

Authorize the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Interactive Voice Applications, Inc., 5815 Burgundy Drive, Dallas, TX 75230 (Vendor #172579), in an amount not to exceed \$141,584 for the provision of Technical Assistance for Administrative Cost Claiming of Federal Programs, effective January 15, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2014.

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

**05-95--042-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD – FAMILY SERVICES**

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2014	563-500915	Community Based Services	42105602	\$141,584
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**EXPLANATION**

The purpose of this agreement is to provide consultation and technical assistance for the review and analysis of the Department of Health and Human Services current administrative cost claiming for Title IV-E and other federal programs related to the child welfare and juvenile justice programs. The purpose of the review and analysis is to develop recommendations for the design, development and implementation of improvements to current processes; ensuring compliance and maximization of federal administration funding for populations served under New Hampshire's child welfare and juvenile justice programs. The proposed design, development and implementation of an integrated work plan and systems process should allow

Her Excellency, Margaret Wood Hassan  
And the Honorable Council  
December 24, 2013  
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the DHHS to maximize federal administrative claiming for eligible children. This agreement includes the following components/deliverables:

- Review of current governing documents and existing Division for Children, Youth and Families policies and processes to ensure all processes and procedures meet federal and state requirements as related to child welfare and juvenile justice programs cost claiming;
- Identification of alternatives and recommend revisions to conducting and recording the Random Moment Sampling (RMS) and Random Day Time Study (RDTS) processes necessary for administrative claiming of staff time, including the revision of RMS and RDTS codes, the code claiming matrix and corresponding eligibility rates under Title IV-E and other federal programs as applicable;
- Provision of a draft plan for review and modification of the methodology to be used to determine the universe of children for the Title IV-E Foster Care Eligibility Rate Calculations, including populations served under New Hampshire's child welfare and juvenile justice programs;
- A detailed analysis of current versus proposed administrative cost claiming and the financial impact in compliance with Federal, State and Other Rules and Regulations by State Fiscal Year and Federal Fiscal Year projected for a minimum of two years prospectively as well as impact review retrospectively.
- Review and testing of revised caseload/case count definitions.

This contract was competitively bid. On September 27, 2013 the Department issued a Request for Proposals to solicit proposals for the provision of Technical Assistance for Administrative Cost Claiming of Federal Programs. The request for proposals was available on the Department of Health and Human Services website from September 27, 2013 through October 23, 2013. There were four proposals submitted.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the Administrative Cost Claiming process and the Division for Children, Youth and Families' Fiscal Unit operations. The team also included staff with significant business and management expertise.

The proposal was evaluated based on the criteria published in the Request for Proposals, Interactive Voice Applications, Inc. was selected. The bid summary is attached.

Should Governor and Council not authorize this request, the Department will not be able to concretely address and modify its internal processes in response to the findings of the NH title IV-E Administrative Cost Review Pilot Report. This will lead a significant loss in federal claiming funds and an increase in the use of General Funds to pay for the required administrative services.

Her Excellency, Margaret Wood Hassan  
And the Honorable Council  
December 24, 2013  
Page 3 of 3

Area Served: Statewide.

Source of Funds: 100% General Funds.

Respectfully submitted,



for Mary Ann Cooney  
Associate Commissioner

Approved By:   
for Nicholas A. Toumpas  
Commissioner



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

NH Technical Assistance  
 Administrative Cost Claiming of  
 Federal Programs

RFP Name

14-DHHS-OHS-DCYF-08

RFP Number

Bidder Name

1. Benton & Associates - MD
2. Berry Dunn - ME
3. Integrity Management Services - VA
4. Interactive Voice Application - TX
5. Public Consulting Group - MA
6. Sequoia Consulting Group - CO
7. Sivic Solutions Group - NY
8. 0
9. 0
10. 0
11. 0

Reviewer Names

1. Shanthi Venkatesan, MBA, MS
2. Simone Roy, DCYF Fiscal
3. Frank Nachman, Esq.
4. Dague Clark, DCYF Fisca Mgr
5. Adrian Wayland, Admin III OBO
- 6.
- 7.
- 8.
- 9.

Status	Maximum Points	Points
No Proposal	100	
Pass	100	
No Proposal	100	
Pass	100	
Pass	100	
No Proposal	100	
Not Ranked	100	
	100	
	100	
	100	
	100	

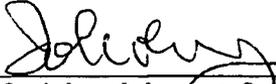
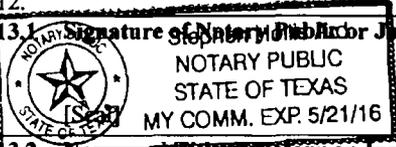
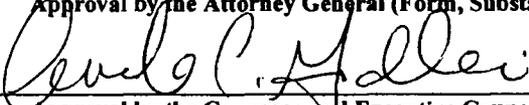
Subject: Technical Assistance- Administrative Cost Claiming of Federal Programs

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Division for Children, Youth, and Families		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Interactive Voice Applications, Inc.		<b>1.4 Contractor Address</b> Mailing- PO Box 670991 Dallas, TX 75367 Physical- 5815 Burgundy Drive Dallas, TX 75230	
<b>1.5 Contractor Phone Number</b> 817-609-8116	<b>1.6 Account Number</b> 010-042-2958-563-500915	<b>1.7 Completion Date</b> June 30, 2014	<b>1.8 Price Limitation</b> \$141,584
<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</b> 		<b>1.12 Name and Title of Contractor Signatory</b> John R. Young, President	
<b>1.13 Acknowledgement:</b> State of <del>Texas</del> County of <u>Dallas</u> On <u>12/30/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Stephen A. Anderson, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Carol E. Sideris, Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>12/30/13</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

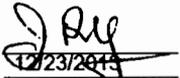
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

**7. PERSONNEL.**

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

Contractor Initials:   
Date: 12/23/2013

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. PROVISIONS APPLICABLE TO ALL SERVICES

1.1 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. General Scope of Services

2.1 The contractor shall review the appropriate documents and analyze, determine, advise recommended modifications, develop, test, and assist in the implementation of changes that will result in accurate, optimal and beneficial Federal claiming of Title IV-E, and other child welfare and juvenile justice programs administrative funding. At a minimum, the Contractor shall review: The NH DHHS PACAP, the Title IV-E Administrative Cost Review (ACR) Final Report inclusive of attachments, the Random Moment Sample (RMS) and Random Day Time Study (RDTS) activity codes and descriptions, instructions, cost allocation matrix, NH's most recent submission of form CB-496, NH SACWIS documents relating to Federal revenue claiming, case counts and eligibility percentages and any other applicable documents.

2.2 Upon approval of the contract, the contractor shall meet and consult with designated DHHS staff to review expectations for the contract deliverables, establish reporting and working protocols, and set priorities. The focus of the meeting and consultation will include, but is not limited to, the changes required to the RMS/RDTS code descriptions, instructions, and cost allocation matrix, revision of case counts and Federal program eligibility rates and detailed descriptions required in the PACAP.

2.3 Within 10 days of approval of this Contract, the contractor shall develop and provide a detailed Project Plan to incorporate the requirements as listed in this Contract and an estimated timeframe for the completion of each requirement.

2.4 The contractor shall provide two written summary interim progress reports describing the contractor's findings and recommendations. The first progress report shall be submitted to NH DHHS after 30 days from the initiation of the contract and the second after 60 days.

2.5 In addition to the reports required under Section 2.4., he contractor will, after 90 days from the initiation of the contract, present a final report to NH DHHS of all actions taken, processes implemented, and recommendations made by the contractor to comply with the deliverables of this contract to include a detailed list with supporting documentation of the expected results of all such changes from which NH DHHS will determine next steps. The contractor will, as part of this final report identify what



## Exhibit A

follow-up activities could be performed by the contractor and what, if any, additional consultant assistance would be needed to conduct those activities.

### 3. Review, analyze, test, map RMS & RDTS

3.1 The Contractor shall review and analyze the current NH DHHS Random Moment Sample and Random Day Time Study codes, instructions, processes, procedures and related cost allocation matrix and claiming structures and provide the following deliverables:

- 3.1.1 The Contractor shall provide a Random Moment Sample (RMS) analysis and revision of current codes for accuracy and completeness. Such analysis and revision shall ensure all potential daily activities of Child Protection Service Workers (CPSW), Juvenile Probation and Parole Officers (JPPO) and Fiscal Specialist staff are captured in the RMS or Random Day Time Study (RDTS) codes.
- 3.1.2 The Contractor shall recommend revision of the RMS/RDTS codes to focus on revenue maximization and compliance with Federal regulations. Each proposed recommendation shall include reference to the appropriate supporting legal authority and/or Federal guidance and be accompanied by a detailed code matrix mapping to benefiting Federal programs.
- 3.1.3 The Contractor shall create a list of RMS/RDTS activities CPSW/JPPO/Fiscal Specialist staff will recognize in terms they will understand and which shall be clearly tied and assigned to one or more specific cost pools.
  - 3.1.3.1 The list shall be constructed in close consultation with line staff and their supervisors and Contractor shall ensure that all worker activities are covered and contain sufficient detail in the code descriptions to directly map to Federal/non-federal funding sources from the activities selected by the worker.
  - 3.1.3.2 Every activity the worker can be engaged in should have a selection, eliminating, if possible the need to select "other".



## Exhibit A

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- 3.1.4 The Contractor shall test proposed revised activity definitions for the RMS and RDTS with CPSWs, JPPOs and Fiscal Specialists, as determined in consultation with NH DHHS, and using a scenario based approach that has pre and post-test results to ensure the revised RMS/RDTS codes are providing the responses expected.
- 3.1.4.1 Such testing shall include the financial calculations in how Federal funding will be impacted due to the revised RMS codes and shall take place prior to any actual implementation of systems changes.
- 3.1.4.2 Such testing shall include but not be limited to the following:
- 3.1.4.2.1 Preparation of new codes as detailed within this contract.
  - 3.1.4.2.2 Selection of a group of employees to participate in a 30 day study to be conducted during the period between April 1, 2014 and May 31, 2014.
  - 3.1.4.2.3 Training of employees described in Section 3.1.4.2.2 during the week prior to the 30 day study period.
  - 3.1.4.2.4 Compilation and analysis of results at conclusion of study period.
  - 3.1.4.2.5 Production of an analysis of the fiscal effects of the new codes.
  - 3.1.4.2.6 Use of analysis described in Section 3.1.4.2.5 to modify codes and definitions to remove ambiguity and clarify code definitions in preparation for introducing new codes to the general worker population.
  - 3.1.4.2.7 Results of analysis shall be presented by June 1, 2014.



## Exhibit A

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3.1.4.2.8 Any modifications or clarifications to the codes shall be prepared during the month of June, 2014 and delivered prior to June 30, 2014.

3.1.5 The Contractor shall create an easy to follow, understandable, RMS/Cost Allocation matrix/crosswalk that maps RMS activity responses to benefiting Federal and non-federal programs and includes accurate mapping to the Form CB-496 by line item.

3.1.6 The Contractor shall ensure that all Federal claims are aligned with Federal reporting requirements and are mapped from the detailed RMS cost allocation code matrix to appropriate reporting lines in the Form CB-496. This shall include all current child welfare Federal claims as well as all revenue maximization initiatives subject to this contract including, but not limited to, expanded Medicaid claiming.

#### 4. Eligibility rates, NH SACWIS

4.1 The Contractor shall review, analyze and make recommendations for changes relating to Federal program eligibility rates, accurate case counts for each of the various populations; i.e. foster care, in-home, adoption, secure detention, etc, and for additional changes in NH SACWIS to capture additional Federal revenue NH may not be currently claiming and provide the following deliverables:

4.1.1 The contractor shall review the form, layout, function and data on the current NH SACWIS caseload and eligibility reports for accuracy and completeness and make recommendations for improvement. The contractor will propose work-arounds to collect the necessary information when data is not available in the NH SACWIS system to adequately identify all caseload counts and program eligibility rates.

4.1.2 The Contractor shall review and analyze NH SACWIS in relation to providing accurate financial and statistical reports for caseload counts and the calculation of Federal program eligibility rates/percentages to be used in the cost allocation process and make recommendations for improvement on all NH SACWIS Change Requests submitted by the Division for Children, Youth and Families (DCYF) for programming



## Exhibit A

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changes designed to maximize Federal revenues, provide accurate case counts and eligibility rates/percentages for the cost allocation process.

### 5. PACAP

5.1 The Contractor shall review, analyze and make recommendations for changes relating to the PACAP. Such review and analyses shall focus on and ameliorate PACAP processes that are reducing Federal revenue to NH DHHS. The Contractor shall provide the following deliverables:

5.1.1 The Contractor shall provide a detailed description for inclusion in the PACAP of how information contained in the DCYF RMS/RDTS matrix and the NH Statewide Automated Child Welfare Information System (SACWIS) is used to calculate eligibility percentages for administrative claiming of all Federal revenues across the child welfare and juvenile justice programs.

5.1.2 The Contractor shall provide a detailed description, for inclusion in the PACAP, of the calculation of Federal program eligibility rates and how the eligibility rates are used in the cost allocation process. Such detailed written descriptions of all accepted recommendations shall include all Federal Regulations citations/references/explanations or other authority upon which the Contractor's recommendations are based.

### 6. IV-E Report

6.1 The contractor shall review and analyze the most important findings as identified in Appendix A of this exhibit, as contained in the NH Title IV-E Administrative Cost Review Final Report, including all attachments, especially those impacting revenue, and make recommendations for addressing each finding. Contractor shall demonstrate that each recommendation will secure the maximum amount of Federal funding to which the State is entitled under applicable Federal law.

### 7. Assistance in gaining approval of changes

7.1 The Contractor shall assist NH DHHS in gaining any required federal approvals and provide the following deliverables:

7.1.1 The Contractor shall provide guidance and advice to assist DHHS in obtaining Federal approvals from all pertinent Federal agencies such as



## Exhibit A

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the Administration for Children and Families (ACF), Division of Cost Allocation (DCA), Office of the Inspector General (OIG) and any other Federal agencies that may have inquiries with regard to the recommendations made by the Contractor. In particular, the contractor shall assist NH DHHS in gaining approval of procedure for determining eligibility rates, RMS/RDTS revised codes and cost allocation matrix and PACAP submissions by ACF, OIG, DCA and any other Federal agencies as required. Contractor's obligation concerning DHHS interactions with federal authorities and the approval process shall be limited to review and comment on contractor deliverables and state-generated materials, and off site advice and guidance. Any additional work such as further analysis, data gathering, research and appeals shall be authorized at State option on a time and materials basis.

Handwritten initials, possibly 'JAG', written in black ink.

Exhibit A, Appendix A

NH ACR Final Report Finding #	ACR Finding	ACF \$ Estimate
A. 1 Page 34 General Cost Accumulation, Allocation and Claiming Procedures	The PACAP to be reviewed and amended quarterly to assure that it reflects current organizational structure, programs, and the use of cost accumulation, measurement and allocation methods. ACF concern, pg 30. Use of some job numbers and method codes not identified in the approved PACAP. Appropriate PACAP amendments should be submitted as needed. ACR Final Report Pg. 6, 13, 25, 30, 34	\$ 614,636.00
A. 2 Page 34 General Cost Accumulation, Allocation and Claiming Procedures; B. 5 Page 48 Administration of Worker Time and Effort Reporting System	PACAP to be amended to provide for the allocation of the DCYF Central Intake Unit and the Special Investigations Unit through a methodology other than the application of the DCYF/DJJS RMS results. No portion of costs should be allocable to a Title IV-E program. ACR Final Report Pg. 12, 28, 34	\$ 314,523.00
A. 3 Page 35 General Cost Accumulation, Allocation and Claiming Procedures	PACAP to be amended to reflect or reference the method chosen by NH DHHS for documenting foster care candidacy and to specify how DCYF/DJJS RMS information is utilized for allocating costs as benefiting IV-E candidate administration. ACR Final Report Pg. 11, 35, 70	\$ 490,358.00
A. 5 Page 35 General Cost Accumulation, Allocation and Claiming Procedures	The PACAP to be amended to include a complete description of the sources and application of any data used in the calculation of any program eligibility rates used to allocate costs to IV-E. ACR Final Report Pg. 6, 12, 35	\$ 3,294,122.00
A. 6 Page 35 General Cost Accumulation, Allocation and Claiming Procedures	The PACAP to include a description of how information contained in the DCYF/DJJS RMS matrix is used to calculate percentages identifying benefiting programs. ACR Final Report Pg. 35.	
A. 13 Page 32/33 General Cost Accumulation, Allocation and Claiming Procedures	One DJJS code involving adoption assistance activity is mapped as foster care but should have been reported as adoption assistance. ACR Final Report Pg. 6	\$ 15,905.00
A. 27 Page 34 General Cost Accumulation, Allocation and Claiming Procedures	PACAP to be amended to include information on the organizational placement and either support or revise the RMS allocation used for the Parental Reimbursement Unit. ACR Final Report Pg. 6, 13, 30, 35.	
B. 1 Page 48 Administration of Worker Time and Effort Reporting System	RMS procedures enhanced to identify specific case, CPSW/JJPO staff notification of RMS observations are not sent prior to RMS moment, and appropriate cutoff date is established & identified in the PACAP. CPSW/JJPO staff have a comment field to further explain their RMS choices. ACR Final Report Pg. 7, 13, 40, 48.	
B. 5 Page 48 Administration of Worker Time and Effort Reporting Systems	RMS Code 01 involving investigation/assessment identifies activities that are outside the scope of title IV-E allowable administration. ACR Final Report Pg. 13, 42, 43, 44	\$ 854,823.00
B. 6 Page 48 Administration of Worker Time and Effort Reporting System	RMS results to be enhanced to identify all steps applied in determining the final benefiting program and financial reporting line percentages. The actual application of caseload statistics as per the approved RMS allocation matrix to be demonstrated. ACR Final Report Pg. 48.	
B. 7 Page 48 Administration of Worker Time and Effort Reporting Systems	Fiscal Specialist RDTs personnel activity report (PAR) use of a general code for allocation of activity for foster care candidates (Code F) to be identified and approved in the PACAP before costs associated with this activity are allocated or claimed to IV-E Foster Care Administration. ACR Final Report Page 48.	\$ 38,643.00
B. 8 Page 49 Administration of Worker Time and Effort Reporting Systems	If Fiscal Specialist RDTs is to be continued as PAR, the State should provide a justification with its PACAP as to why activity performed on 10 randomly selected days rather than all work days within a quarter is subject to reporting. ACR Final Report Pg. 9, 38, 48, 49.	

Contractor Initials:  Date 12/23/2013

**Exhibit A, Appendix A**

NH ACR Final Report Finding #	ACR Finding	ACF \$ Estimate
B.9 Page 57 Administration of Worker Time and Effort Reporting Systems	Interstate Compact Title IV-E eligibility rate should be identified as part of the approved PACAP. Rate of 100% is only supportable for the conduct of home studies for incoming cases. ACR Final Report Pg. 10, 55, 57.	
B.13 Page 48 Administration of Worker Time and Effort Reporting System	State should consider amending PACAP RMS revisions to reduce the reporting burden for CPSW/JJPO staffs. Cut the number of quarterly over sample of responses and/or incorporating the Fiscal Specialist into RMS pool. ACR Final Report Pg. 7, 41, 48.	
C. Page 50 Calculation and Application for Eligibility Rates	PNMI Placements - Medicaid eligible institution placements. PNMI column - recommended in the draft Final Report but not included in the Final Report, that the PNMI column be removed from the DCYF RMS Case Load statistics, as this is not a legitimate charge to the Medicaid program.	
C.2 Page 57 Calculation and Application for Eligibility Rates	A fixed day of each calendar month should be established and be identified for which point in time caseload data is drawn to be used in calculating program eligibility rates. ACR Final Report Pg. 57.	
C.3 Page 57 Calculation and Application for Eligibility Rates	If the JPPO performed activities measured through RMS that include work on behalf of children in secure facilities, these children to be either included in the universe of children for the out of home population eligibility rates or a separate RMS program code to be established to capture this program service area. ACR Final Report Pg. 54, 57.	
C.4 Page 53 & 57 Calculation and Application for Eligibility Rates	The State to cease the counting as Title IV-E children for whom an eligibility determination is not yet complete (pending IV-E). Such children to be excluded from the numerator. ACR Final Report pg 9, 52, 57	
C.5 & C.7 Page 57 Calculation and Application of Eligibility Rates	All children classified as SSI eligible should be broken out to identify which children have dual eligibility and will be counted as eligible for IV-E. ACR Final Report Pg. 57.	
C.6 Page 57 Calculation and Application for Eligibility Rates	The denominator used to calculate each IV-E eligibility rate (in-home & out of home) to be revised to assure inclusion of all children served within the category being assessed. ACR Final Report Pg. 57.	
C.8 Page 57 Calculation and Application for Eligibility Rates	Determining the in-home IV-E foster care candidates rate for DJJS to be revised to assure the number of children identified as at imminent risk do not exceed the total in-home service population & that the in-home population include all open in-home services including those open for monitoring or supervision only. ACR Final Report Pg. 57.	
C.10 Page 57 Calculation and Application for Eligibility Rates	State officials should review RMS related calculations for the PUR and determine the needed revisions to the procedures use and the information provided in the PACAP. ACR Final Report Pg. 57.	
C.11 Page 57 Calculation and Application for Eligibility Rates	PACAP to be amended to delineate the source data and the procedures used for calculating the DCYF Foster Care Licensing Unit (method code A052.00) Title IV-E eligibility rate. ACR Final Report Pg. 56, 57	
D.1 Page 60 Services Provided through Agreements and Contracts	PACAP amended to reference 2011 consolidation of management for both DCYF and DJJS since this serves as the basis for connecting administrative costs incurred by DJJS with the IV-E Foster Care program. ACR Final Report Pg. 60.	

Contractor Initials  Date 12/23/2013

**Exhibit A, Appendix A**

NH ACR Final Report Finding #	ACR Finding	ACF \$ Estimate
D.2 Page 60 Services Provided through Agreements and Contracts	PACAP reference in 4.7 to the agreement between DHHS and OIT should be amended to reflect the organizational change to the DoIT and explain any cost allocation or billing implications of the change. An updated currently effective agreement to be put in place. ACR Final Report Pg. 60.	
E.1 Page 69 Documentation of Foster Care Candidacy Status	NH should provide a reference to its DCYF Manual policies regarding who is considered a candidate for foster care in appropriate sections of the PACAP. ACR Final Report Pg. 69.	
E.4 Page 70 Documentation of Foster Care Candidacy Status	PACAP to be revised to establish a description of how costs are allocated to IV-E on behalf of candidates that provides specificity to the source and timing of statistical data utilized. ACR Final Report Pg. 70.	
		\$ 5,623,010.00

Contractor Initials  Date 12/29/2013



**Exhibit B**

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with contract requirements.

Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses by budget line item incurred in the prior month based upon the approved budget.

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.

The invoice must be submitted to:

Financial Manager  
Division of Children, Youth and Families  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

Notwithstanding paragraph 18 of the P-37, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of G&C.

A handwritten signature in black ink, appearing to be 'DAG'.



**NH Department of Health and Human Services**

**STANDARD EXHIBIT C**

**SPECIAL PROVISIONS**

**1. 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:

**2. 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.

**3. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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 Contractor's 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:

**8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;**

**8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;**

**8.3 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:**

**9. 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:

**9.1 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.

**9.2 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.

**9.3 Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

**10. Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

**10.1 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.

**10.2 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.

**11. 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.

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.

**12.1 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.

**12.2 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.

**13. 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.

**14. 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:

**14.1** 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.

**15. 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.

**16. 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.

**17. 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:

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

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

**SPECIAL PROVISIONS – 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.

**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.

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT C-1**

**ADDITIONAL SPECIAL 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.