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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES**

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

Nancy L. Rollins
Associate
Commissioner

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 8, 2013

Side Source

RetroActive

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a **retroactive and sole source** amendment to an existing Agreement (Purchase Order #1031988) with National Council on Crime and Delinquency, 426 South Yellowstone Drive, Suite, 250, Madison, Wisconsin, 53719, (Vendor #164062). The purposes of this amendment are to add to the scope of service a component to re-validate the risk assessment tool that is being developed, to increase the price limitation by \$58,907 from \$5,250 to \$64,157, and extend the completion date from June 30, 2014 to September 30, 2015, retroactively effective to August 1, 2013, upon the approval of Governor and Executive Council. The Governor and Executive Council approved the original contract on March 24, 2010 (Item #82) and Amendment #1 on June 20, 2012 (Item #90).

100% Federal Funds

Funds are available in the following accounts in State Fiscal Years 2014 and 2015 and are anticipated to be available in the following accounts in State Fiscal Year 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-48-481010-89250000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS

| Class/Account | Class Title | Fiscal Year | Current Modified Budget | Increase (Decrease) Amount | Revised Modified Budget |
|---------------|--------------------------------|-------------|-------------------------|----------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2013 | \$2,250 | \$0 | \$2,250 |
| 102-500731 | Contracts for Program Services | 2014 | \$3,000 | (\$2,750) | \$ 250 |
| | Sub Total | | \$5,250 | (\$2,750) | \$2,500 |

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMINISTRATION ON AGING GRANTS

| Class/Account | Class Title | Fiscal Year | Current Modified Budget | Increase (Decrease) Amount | Revised Modified Budget |
|---------------|--------------------------------|-------------|-------------------------|----------------------------|-------------------------|
| 072-500575 | Contracts for Program Services | 2014 | \$0 | \$25,434 | \$25,434 |
| 072-500575 | Contracts for Program Services | 2015 | \$0 | \$29,915 | \$29,915 |
| 072-500575 | Contracts for Program Services | 2016 | \$0 | \$ 6,308 | \$ 6,308 |
| | Sub Total | | \$0 | \$61,657 | \$61,657 |
| Grand Total | | | \$5,250 | \$58,907 | \$64,157 |

EXPLANATION

This amendment is designated as **retroactive and sole source** because the first validation of the risk assessment tool could not be accomplished due to implementation challenges. The data used was incomplete and insufficient to validate the risk assessment. The Department feels that continuation of the project is necessary to create a valid risk assessment tool to assist Adult Protective Services in reducing future maltreatment of frail and vulnerable adults. The Contractor commenced work on August 1, 2013 in order to ensure an updated web-based data collection system is online by November 2013. This will allow Adult Protective Services use of an updated risk assessment tool and provide the Contractor at least a year to process, collect and analyze the new risk assessment data required to refine the algorithm that identifies vulnerable and at risk adults as at low, moderate, or high risk of future harm.

Since 2007 the Department has been working on a Structured Decision Making ® (SDM®) System for Adult Protective Services. Based on a national model of best practices, the SDM ® model is intended to, among other goals, promote the safety of incapacitated adults, identify and address their needs, decrease the incidence of self-neglect and maltreatment, enhance service delivery, and provide data needed for program administration. Thus far, efforts have resulted in three completed assessment tools currently in use, revamped policies and refined training manuals.

This request will ensure the continuation of the project. It will yield a finalized valid, research-based risk assessment tool that will complete the Structured Decision Making ® System and will enable staff to complete risk assessments which identify moderate to high risk adults in need of services to reduce the occurrence of future incidents of abuse, neglect, self-neglect, and exploitation. The actuarial risk assessment will not substitute an actuarial procedure for the discretionary judgment or skill of the Adult Protective Social Worker. It will further assess clients and prioritize them for services more effectively by integrating this assessment into the current information gathering and assessment procedures. Additionally, this assessment will assist APS in using resources more effectively by focusing resources on the most at risk of experiencing a future incident of abuse, neglect, exploitation or self-neglect.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 8, 2013
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Should Governor and Executive Council determine not to approve this request, the Adult Protective Social Workers would be completing the current version of the risk assessment using paper and without the benefits of the program algorithm to assess the individual risk level. This is not a reasonable alternative in that it is costly, inefficient, and ineffective to revert to a manual, paper based process. The program also loses the ability to report on risk assessment data gathered through the web-based tool. Identifying risk levels assist the social workers in providing more appropriate actions and services for their clients so that their situations are improved, maintained or that there is no further decline in their health and wellbeing.

The Bureau of Elderly and Adult Services will review each of the products produced by the National Council on Crime and Delinquency and ensure that they are delivered within the project's timelines and are of sufficient quality to be accepted. The products related to this amendment include an updated policy manual; a validated risk assessment that is available as a web-based instrument; maintenance of the web-site until the Bureau has incorporated the risk assessment into its own information system, Options; monthly reports and a final report summarizing the findings of the continued risk assessment research and evaluation.

The Contractor was originally selected through a competitive bid process. The Department issued a Request for Proposals in December 2006. On June 13, 2007, Governor and Executive Council approved a contract with this Contractor to begin developing the four assessments. The project continued in October 2009 by the Department entering in a sole source contract with this Contractor who was awarded a grant titled Developing an Actuarial Risk Assessment for Adult Protective Services, from the United States Department of Justice, National Institute of Justice. In June 2012, the contract was amended to extend the completion date to June 2014 for the continuation of collecting data using the web-based collection tool for validating the risk assessment tool.

Areas served: Statewide.

Source of Funds for this amendment: 100% Federal Administration for Community Living Funds.

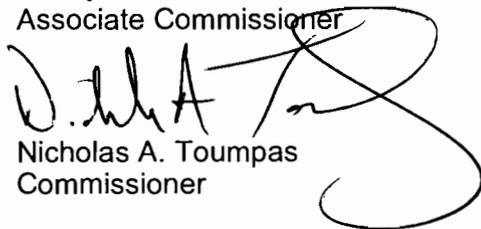
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Peter C. Hastings
Commissioner

August 21, 2013

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

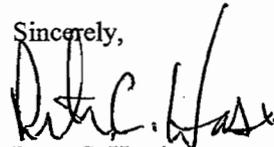
Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with the National Council on Crime and Delinquency (NCCD), vendor #164062, for the completion of an actuarial, research-based risk assessment for the Bureau of Elderly and Adult Services (BEAS) Adult Protective Services (APS) program as described below and referenced as DoIT No.2010-077B.

The purpose of this amendment is to enable the National Council on Crime and Delinquency to complete an actuarial, research-based risk assessment for the BEAS Adult Protective Services (APS) program. This contract's scope of services includes the refinement of a tool used to identify the vulnerable and at risk adults in low, moderate, or high risk categories used in the risk assessment tool. The contractor will also validate the risk assessment tool through its use by staff and examine if the risk factors are predictive of future risk and can help mitigate/reduce future maltreatment. The amendment will extend the contract expiration date from June 30, 2014 to September 30, 2015 effective upon approval by the Governor and Executive Council. The amount of this amendment is \$58,907, increasing the contract from \$5,250 to \$64,157.

A copy of this letter should accompany the Department of Health and Human Services' submission to Governor and Executive Council for approval.

Sincerely,



Peter C. Hastings
Commissioner

PCH/ltn
2010-077B

cc: Cathy Cormier, DHHS
Leslie Mason, DoIT

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for National Council on Crime and Delinquency**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 for National Council on Crime and Delinquency**

This second Amendment to the Actuarial Risk Assessment contract (hereinafter referred to as "Amendment #2") dated this 31st day of July 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Council on Crime and Delinquency, (hereinafter referred to as "the Contractor"), a corporation organized under the laws of the State of New York, with a place of business at 426 South Yellowstone Drive, Suite 250, Madison, Wisconsin 53719.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 24, 2010, and amended by an agreement (Amendment #1 to the Contract) approved on June 20, 2012, 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 of the Agreement, the State may amend the contract by written agreement of the parties; and

WHEREAS, the Department is extending the contract to continue using the web-based data collection system, and to obtain a revised and a finalized validated risk assessment.

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:

1. Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 to read September 30, 2015.
 - b) Change Price Limitation in Block 1.8 to read \$64,157.00.
2. Delete and Replace Exhibit A.
3. Delete and Replace Exhibit B.
4. Delete and Replace Standard Exhibit C Special Provisions.
5. Contractor agrees to Exhibits C-1 through J extended to September 30, 2015.
6. Add Standard Exhibit J Federal Funding Accountability and Transparency Act (FFATA).

State of New Hampshire
Department of Health and Human Services
Amendment #2 for National Council on Crime and Delinquency



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,

9 Aug. 2013
Date

State of New Hampshire
Department of Health and Human Services
Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

National Council on Crime and Delinquency

8/07/2013
Date

[Signature]
NAME Alex Busansky
TITLE President

Acknowledgement:

State of California, County of Alameda on August 7, 2013, 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

See attached notary Ack.
Name and Title of Notary or Justice of the Peace

ACKNOWLEDGMENT

State of California)
County of Alameda _____)

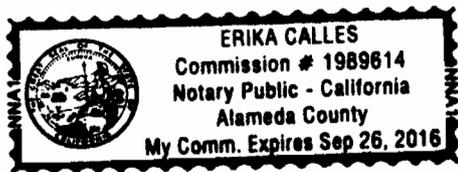
On August 7, 2013, 2013 before me, Erika Calles,
Notary Public (here insert name and title of the officer), personally appeared _____

Alex BUSANSKY
_____, who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Erika Calles (Seal)



State of New Hampshire
Department of Health and Human Services
Amendment #2 for National Council on Crime and Delinquency



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

OFFICE OF THE ATTORNEY GENERAL

9 Aug 2013
Date

Jeanne P. Herick
Name: Jeanne P. Herick
Title: Attorney

I hereby certify that the foregoing contract 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:



Scope of Services

1. Period for Scope of Services: August 1, 2013 through September 30, 2015.
2. Purpose
The Contractor's risk assessment validation study conducted in the summer of 2012 resulted in the determination that revisions to the risk assessment were warranted, resulting in Amendment #2 to the contract.

The goal of the actuarial risk assessment used by the Department's Adult Protective Services (APS) Program is to systematically identify clients most in need of protective services based on their likelihood of future maltreatment. The objective is to develop a simple, objective risk assessment procedure that evaluates clients' risks of future maltreatment by the close of APS investigations. The APS investigation of one or more maltreatment allegations is a critical point in the APS process as Adult Protective Social Workers (APSW) determine which clients would benefit from service intervention to not only reduce the effects of the harm they have already experienced but to also reduce the risk of future maltreatment. Having an actuarial risk assessment to assist Adult Protective Service Workers (APSW) identify adults with the greatest likelihood of future maltreatment is crucial to working towards preventing further maltreatment and also in reducing the social and financial costs of adult and elderly abuse, neglect and exploitation.

The point of actuarial risk assessment is not to substitute an actuarial procedure for the clinical judgment and expertise of APSWs. It is to further assess clients and prioritize them for services more effectively by integrating this assessment into the current information gathering and assessment procedures available to APSWs.

3. Web-based Data Collection System
 - 3.1. The Web-based Data Collection System (DCS) houses the actuarial risk assessment. APSWs complete risk assessments using this web-based system.
 - 3.2. The Contractor shall provide the Department access and operational use of the DCS. APSWs will enter information about the client in the risk assessment and obtain risk assessment results that assist them in their decisions regarding services for clients with the higher levels of risk.
 - 3.3. The Contractor shall maintain and support DCS through the end date of the contract or sooner. The Department shall notify the Contractor thirty (30) days prior to the date that the Department will no longer need the DCS.
 - 3.4. The Contractor shall program the DCS with the revised risk assessment as in Section 3.1 below.
 - 3.5. The Contractor shall program the DCS with the final risk assessment, if necessary, as in Section 4.5 below.
4. Revised Risk Assessment
 - 4.1. By November 1, 2013, the Contractor shall revise the risk assessment based on the findings from the first risk validation, in the summer of 2012.
 - 4.2. The Contractor will provide the algorithm for the revised risk assessment, in a format suitable to the Department, and other related information that is used to classify individuals as at low, moderate, or high risk of future maltreatment. The Department requires this information in order for the Department to begin preparations for programming the risk assessment in its own computer system called Options.
 - 4.3. The Contractor shall update the definitions, policies and procedures for the revised risk assessment in the Structured Decision Making (SDM) ® Policy and Procedures Manual.



5. Final Validated Actuarial Risk Assessment
 - 5.1. From November 1, 2013 through June 30, 2015, the Contractor shall collect and analyze data from the risk assessments entered into the DCS by the APSWs.
 - 5.2. The Contractor shall monitor the completion rates and quality of the assessments entered into the DCS by APSWs. The Department will provide the Contractor unidentified client information from Options in order to monitor the completion rates of the risk assessments by the APSWs.
 - 5.2.1. The Department shall provide the Contractor with monthly extracts of OPTIONS data using secure FTP or SSH file transfer protocol. Data from Options will be limited to the data necessary for the Contractor to analyze risk factors and other data such as investigation findings.
 - 5.2.2. The Contractor shall provide the Department monthly reports from January 2014 through June 2015 that identify the completion rates of risk assessments to insure effective implementation and completion of the risk assessment by the APSWs.
 - 5.3. The Contractor shall analyze the data collected in the DCS to determine the final risk factors to be included in the final risk assessment.
 - 5.4. The Contractor shall conduct a validation study and provide the Department with a report by June 2015 describing the study and its results.
 - 5.5. The Contractor shall revise the risk assessment accordingly based on the results of the validation study.
 - 5.6. The Contractor shall provide the Department with the final actuarial risk assessment. The Contractor shall provide the Department with the algorithm, in a format suitable to the Department, and other related information used to classify individuals, as at low, moderate, or high risk of future maltreatment. The Department requires this in order for the Department to update the programming of the risk assessment in its own computer system, Options.
 - 5.7. The Contractor shall update the definitions, policies and procedures for the final risk assessment in the SDM® Policy Manual and provide the Department with the updated manual.
6. Should the Department discontinue use of the DCS prior to the final actuarial risk assessment and the Contractor needs to continue to collect and analyze data from the risk assessments completed by the APSWs, the Contractor and the Department shall work together to find an agreeable solution for the Department to provide the contractor with information.
7. Work Plan
 - 7.1. The Contractor shall develop and submit a work plan to the Department within thirty days from the date of Governor and Executive Council approves the contract. The final work plan shall be approved by the Department no later than sixty days from the date of Governor and Executive Council approves the contract.
 - 7.2. At a minimum, the work plan shall identify each activity and deliverable, responsible staff and timeline for achieving each activity and deliverable.
 - 7.3. During the course of this contract period it may be necessary to revise or modify the work plan to meet the deliverables but in no case will timelines extend beyond the contract period. The Department will work with the Contractor to develop a solution that takes into consideration resources and timelines for completion.
8. Safety and Risk Information

The Contractor shall provide the Department with reports by District Office on the information collected from completed SDM® safety assessments and risk assessments. The Contractor shall provide these reports at least three and six months after November 2013, when the revised risk assessment is programmed in the DCS.



9. The Contractor shall identify and communicate with the Department any issues or delays with collecting the data or completing a final actuarial risk assessment.
10. The Contractor shall follow all data confidentiality and security policies and procedures in handling data received from the Department as described in the Contractor's Information Technology Security Manual.
11. The Contractor shall discuss with the Department the possibility of joint publication of research findings, as mutually agreed upon by both parties. The Department shall be allowed to edit and comment prior to publishing the final document.
12. At any phase of the project, the Contractor may be called upon by BEAS to submit copies of analytic data file(s) with appropriate documentation.
13. The Contractor agrees to notify the Department of any key personnel change that diverts individuals to other projects outside the scope of the contract's scope of work.
14. The Contractor agrees that all data provided by the Department shall be used solely for the purposes detailed in this Agreement.
15. The Contractor agrees that all data and any property which has been received from the Department, including but not limited to training materials and reports, shall be the property of the Department and shall be returned upon demand, or upon termination of this Agreement for any reason.
16. Ownership of intellectual property
 - 16.1. Notwithstanding any other provision of this contract, Contractor retains and owns all intellectual property rights, title and interest, including copyrights in Structured Decision Making® (SDM®), including, but not necessarily limited to, any modifications or additions to the current SDM® system being used by BEAS.
 - 16.2. Contractor hereby grants to the Department a non-exclusive, perpetual, worldwide, fully paid-up license to reproduce, install and display SDM® for its internal purposes with no sublicensing rights. This jurisdiction understands that it may not sell or otherwise give the SDM® system developed under this contract to other agencies or jurisdictions.
17. Agreement Elements: The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.
18. Data Breach: The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

Contractor Initials: AP
Date: 8/20/13



Exhibit B

Method and Conditions Precedent to Payment

1. Period: August 1, 2013 through September 30, 2015.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the General Provisions (P-37), for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. **Budget**
The Contractor shall complete budgets forms identified as Exhibits B-1, B-2, and B-3 that respectively represent line item expenses to perform the services pursuant to Exhibit A, Scope of Services, for each State Fiscal Year, on forms provided by the Department. The Department shall approve the budgets.
4. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 2, Exhibits B-1, B-2, and B-3 to adjust the amounts within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
5. The contractor shall support and maintain the web-based Data Collection System (DCS) at a monthly rate of \$250, with a new rate of \$391 a month beginning July 1, 2014. The amounts of this expense are included in the Exhibits B-1, B-2 and B-3 Budgets.
6. Payment for said services shall be made as follows:
Contractor shall submit an invoice by the tenth working day of each month, the total cost of the program for the month and the amount requested to be paid by the state for authorized expenses incurred in the prior month. The invoice shall include the dates, type, and amount of expense. Bureau of Elderly and Adult Services shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
7. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract amendment including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) is the following:

| Funding Name | Funding Source | CFDA # | State of NH Account Number |
|--|-------------------------------------|--------|-------------------------------------|
| Enhanced ADRC Options Counseling Grant | Administration for Community Living | 93.517 | 05-95-48-481010-78720000-072-500575 |

8. The invoice must be submitted to:

Bureau of Elderly and Adult Services
Finance and Business Operations
129 Pleasant Street, Brown Building
Concord, N.H. 03301

Budget Form Exhibit B-1

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH STATE FISCAL YEAR

Contractor Name: National Council on Crime and Delinquency

Budget for: Structured Decision Making® Risk Assessment

Budget Period/State Fiscal Year: 07/01/2013-06/30/2014

| Line Item | Direct | | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|--|------------------|---------------|-------------------|-------------|--|
| | Incremental | Fixed | | | |
| 1. Total Salary/Wages | \$ 14,033 | | | | |
| 2. Employee Benefits | \$ 4,491 | | | | |
| 3. Consultants | \$ - | | | | |
| 4. Equipment: Rental | \$ - | | | | |
| Repair and Maintenance | \$ - | | | | |
| Purchase/Depreciation | \$ 912 | | | | |
| 5. Supplies: Educational | \$ - | | | | |
| Lab | \$ - | | | | |
| Pharmacy | \$ - | | | | |
| Medical | \$ - | | | | |
| Office | \$ 982 | | | | |
| 6. Travel | \$ - | | | | |
| 7. Occupancy | \$ 1,432 | | | | |
| 8. Current Expenses Telephone | \$ 210 | | | | |
| Postage | \$ 210 | | | | |
| Subscriptions | \$ - | | | | |
| Audit and Legal | \$ - | | 106 | | |
| Insurance | \$ - | | 70 | | |
| Board Expenses | \$ - | | 238 | | |
| 9. Software | \$ - | | | | |
| 10. Marketing/Communications | \$ - | | | | |
| 11. Staff Education and Training | \$ - | | | | |
| 12. Subcontracts/Agreements | \$ - | | | | |
| 13. Other (Data Collection System (DCS)) | \$ 3,000 | | | | |
| | \$ - | | | | |
| | \$ - | | | | |
| | \$ - | | | | |
| TOTAL | \$ 25,270 | \$ 414 | \$ 25,684 | 1.6% | |

Indirect As A Percent of Direct

Budget Form Exhibit B-3

New Hampshire Department of Health and Human Services

Contractor Name: National Council on Crime and Delinquency

Budget for: Structured Decision Making® Risk Assessment

Budget Period/State Fiscal Year: 07/01/2015-09/30/2015

| Line Item | Direct | | Indirect | | Total | Allocation Method for Indirect/Fixed Cost |
|---|-----------------|-------|----------|-------|--------------|---|
| | Incremental | Fixed | Fixed | Fixed | | |
| 1. Total Salary/Wages | \$ 3,177 | | | | | |
| 2. Employee Benefits | \$ 1,017 | | | | | |
| 3. Consultants | \$ - | | | | | |
| 4. Equipment: | \$ - | | | | | |
| Rental | \$ - | | | | | |
| Repair and Maintenance | \$ - | | | | | |
| Purchase/Depreciation | \$ 207 | | | | | |
| 5. Supplies: | \$ - | | | | | |
| Educational | \$ - | | | | | |
| Lab | \$ - | | | | | |
| Pharmacy | \$ - | | | | | |
| Medical | \$ - | | | | | |
| Office | \$ 222 | | | | | |
| Travel | \$ - | | | | | |
| 6. Travel | \$ - | | | | | |
| 7. Occupancy | \$ 324 | | | | | |
| 8. Current Expenses | \$ - | | | | | |
| Telephone | \$ 47 | | | | | |
| Postage | \$ 47 | | | | | |
| Subscriptions | \$ - | | | | | |
| Audit and Legal | \$ 24 | | | | | |
| Insurance | \$ 16 | | | | | |
| Board Expenses | \$ 54 | | | | | |
| 9. Software | \$ - | | | | | |
| 10. Marketing/Communications | \$ - | | | | | |
| 11. Staff Education and Training | \$ - | | | | | |
| 12. Subcontracts/Agreements | \$ - | | | | | |
| 13. Other (Data Collection System (DCS)): | \$ 1,173 | | | | | |
| | \$ - | | | | | |
| | \$ - | | | | | |
| | \$ - | | | | | |
| TOTAL | \$ 6,214 | | | | \$ 94 | |

1.5%

Indirect As A Percent of Direct

Contractor Initials: AD
Date: 8/07/13

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.

Contractor Initials: 

Date: 8/07/13

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 J

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

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

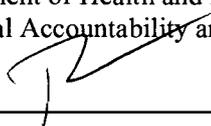
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Alex Busansky, President

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

National Council on Crime & Delinquency August 1, 2013

(Contractor Name) (Date)

Contractor initials: 
Date: 8/07/13
Page # 1 of Page # 2

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

078706876

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: _____

Amount: _____

Contractor initials: NS

Date: 8/07/13

Page # 2 of Page # 2

RESOLUTION

By resolution of the majority of the Board of Directors appointed pursuant to the bylaws of the National Council on Crime and Delinquency (NCCD), the following was adopted and recorded in the minute books of said corporation on this the 25th day of January, 2012, in accord with and pursuant to the charter and bylaws of said corporation, and is now in full force and effect:

RESOLVED, that:

The Board of Directors confirms that it delegates the authority to negotiate and execute contracts to certain active Directors and Executive Officers of the corporation.

The following Directors and Executive Officers of NCCD are confirmed in their authority to engage in legal and binding contractual arrangements on behalf of the corporation:

Oakland, CA
Alex Busansky
President

In the absence of Alex Busansky:
Angela Irvine
Director of Research-Oakland

Madison, WI
Katherine H. Park
Vice President

In the absence of Katherine H. Park:
Toni Aleman
Director of Administration

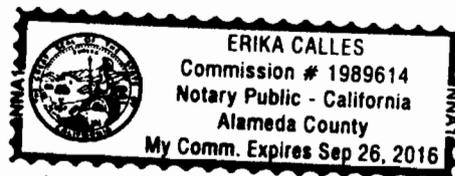
APPROVED, on behalf of the NCCD Board of Directors:



Diane Aranda, Secretary

8/8/2013

Date



NCCD promotes and supports the development of technical, family, and community organizations that fight social, public, drug, and crime.

Please see attached Acknowledgment.

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 NATIONAL COUNCIL ON CRIME AND DELINQUENCY, a(n) New York nonprofit corporation, registered to do business in New Hampshire on January 25, 1993. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of August, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES**

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2012

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a sole source amendment to an existing Agreement (Purchase Order State not assigned) with National Council and Crime Delinquency, 426 South Yellowstone Drive, Suite, 250, Madison, Wisconsin, 53719, (Vendor #164062) to develop an Actuarial Risk Assessment for Adult Protective Services by increasing the price limitation from \$0.00 to \$5,250.00, extending the completion date from June 30, 2012 through June 30, 2014, adding an end date to the existing scope of services titled Phase III. Prospective Risk Validation Study and adding new section to scope of services, titled Phase VIII Operational Use of Risk Assessment Final Version. This Requested Action is to be effective July 1, 2012 through June 30, 2014 upon the approval of Governor and Executive Council. The Governor and Executive Council approved the original contract on March 24, 2010 (Item #82). Funding is available in the following accounts for State Fiscal Years 2013 and anticipated to be available in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust amounts if needed and justified between State Fiscal Years through the Budget Office as necessary.

For the period of March 24, 2010 through September 30, 2012, the project was and is being funded by a grant awarded to the National Council and Crime Delinquency, titled Developing an Actuarial Risk Assessment for Adult Protective Services, from the United States Department of Justice, National Institute of Justice, Award #2008-IJ-DX-0025, (see attached). There was and is not cost to the State of New Hampshire.

05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS

| Fiscal Year | Class/Object | Class Title | Current Modified Budget | Increase (Decrease) Amount | Revised Modified Budget |
|--------------------|---------------------|--------------------------------|--------------------------------|-----------------------------------|--------------------------------|
| 2013 | 102-500731 | Contracts for Program Services | \$0.00 | \$2,250.00 | \$2,250.00 |
| 2014 | 102-500731 | Contracts for Program Services | \$0.00 | \$3,000.00 | \$3,000.00 |
| Total | | | \$0.00 | \$5,250.00 | \$5,250.00 |

EXPLANATION

This amendment is designated as sole source because the Bureau of Elderly and Adult Services is increasing the price limitation, extending the completion date from June 30, 2012 through June 30, 2014, adding an end date to the existing scope of services titled Phase III. Prospective Risk Validation Study and adding new section to scope of services, titled Phase VIII Operational Use of Risk Assessment Final Version, without a bid to seek vendors to perform the work on this project which is to finalize and continue operation of the web-based risk assessment tool for Adult Protective Program to mitigate the risk of neglect, self-neglect, abuse, maltreatment, and exploitation by assessing and estimating the risk to the individual. The original Agreement, approved by Governor and Executive Council on March 24, 2010 (Item #82), was not competitively bid. The sole source is based on the following justification. In December 2006, the Bureau of Elderly and Adult Services released a Request for Proposals to solicit vendors to perform work on this project. National Council and Crime Delinquency, was the only respondent and an evaluation committee recommended the awarding the project to them based on their extensive experiences and knowledge. On June 13, 2007 (Item #300) was approved by Governor and Executive Council with subsequent amendments. At the time this was funded by a Real Choice Quality Assurance/Quality Improvement and System Transformation grant awarded to the Department of Health and Human Services, by the Centers for Medicaid and Medicare Services. As the contract and grants ended in September 30, 2009, National Council and Crime Delinquency was awarded a grant titled Developing an Actuarial Risk Assessment for Adult Protective Services, from the United States Department of Justice, National Institute of Justice, Award #2008-IJ-DX-0025, (see attached), and the Bureau was entered into a contract, approved by Governor and Executive Council on March 24, 2010 (Item #82) to continue the project.

The goal of the Adult Protective Program is to identify individuals with the greatest likelihood of future maltreatment, to prevent further maltreatment, and reduce social and financial costs of adult and elderly abuse, neglect, and exploitation. The development of the risk assessment from its paper inception to the web-based risk assessment data collection tool has been part of a research and validation study required to produce an accurate and objective actuarial assessment instrument for estimating risk of future abuse, neglect, and maltreatment. This risk assessment is the first in the nation to be developed for the Adult Protective population and the Bureau of Elderly and Adult Services is committed to finalizing the project and the continued operational use of the web-based tool until Options can be programmed with the risk assessment.

Extend the Completion Date

This requested action amends this Agreement by extending the end date of the Agreement from June 30, 2012 to June 30, 2014. The original Agreement approved by Governor and Executive Council on March 24, 2010 (Item # 82) and the Governor and Executive Council letter dated February 18, 2010 included renewal language for two additional years. Bureau of Elderly and Adult Services is amending the contract for two additional years based on the need to continue the risk assessment web-based data collection tool until the "Options" system is programmed with the risk assessment. "Options" is a Department of Health and Human Services system that is used by the Adult Protective Social Workers to track and process protective investigations manage caseloads and authorize services. Integration of the risk assessment into the Options system is targeted for the May 2013 release, however with many other competing projects such as Managed Care and the MMIS implementation, the Department may need to delay projects such as this one until November 2013 or May 2014.

Add End Date to Phase III. Prospective Risk Validation Study

This requested action amends scope of services Phase III Prospective Risk Validation Study by adding an end date of September 30, 2012 to finalize the risk assessment. In February 16, 2010 New Hampshire Department of Information Technology approved the Bureau of Elderly and Adult Services to contract with National Council on Crime and Delinquency. Additionally, on March 24, 2010, Governor and Executive Council approved (Item #82) a contract with National Council on Crime and Delinquency, at no cost to the State of New Hampshire,

through June 30, 2012. The original contract was to design and implement a risk assessment that can estimate likelihood of future adult maltreatment (Phase I), to assess implementation of the risk assessment (Phase II), and to assess how accurately the risk assessment classified clients relative to abuse, neglect, self-neglect and exploitation (Phase III). Phases I and II have been completed and National Council on Crime and Delinquency has received an extension to the grant, titled Developing an Actuarial Risk Assessment for Adult Protective Services, through September 30, 2012 from the United States Department of Justice, National Institute of Justice, (Award #2008-IJ-DX-0025) that has funded and continues to fund this project. This extension will allow National Council on Crime and Delinquency to collect data via the web-based tool, assess and finalize the risk assessment at no cost to the State of New Hampshire.

Add Section VIII. Operational Use of Risk Assessment Final Version

This requested action adds section titled VIII. Operational Use of Risk Assessment Final Version, to maintain and support the final version of the risk assessment web-based data collection tool used by the Adult Protective Social Workers. This risk assessment systematically identifies clients most in need of protective services based on their likelihood of future maltreatment. The actuarial risk assessment is not to substitute an actuarial procedure for the discretionary judgment or skill of the Adult Protective Social Worker. It is to further assess clients and prioritize them for services more effectively by integrating this assessment into the current information gathering and assessment procedures. National Council on Crime and Delinquency requests a fee of \$250 per month for this function for the period of October 1, 2012 through June 2014.

Should the Governor and Executive Council determine to not authorize to amend this existing Agreement, Adult Protective Social Workers will complete the risk assessments using paper and without the benefits of the program algorithm to assess the individual risk level. This is not a reasonable alternative in that it is costly, inefficient, and ineffective to revert to a manual, paper based process. The program loses the ability to report on risk assessment data gathered through the web-based tool. Identifying risk levels assist the social worker in providing more appropriate actions and services for the client so that their situations are improved, maintained or don't further decline in health or well being.

Area served: Statewide

Sources of Funds: 100% Federal grant, State Health Insurance Assistance Program, from the Centers of Medicare and Medicaid.

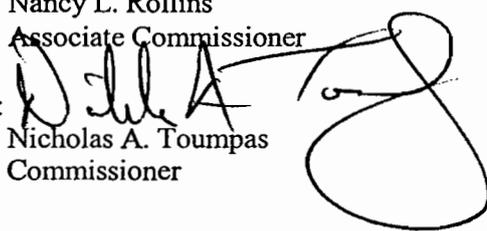
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2012

S. William Rogers
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Requested Action and Explanation

The Department of Health and Human Services (DHHS), Division of Community Based Care Services, Bureau of Elderly and Adult Services respectfully requests approval to enter into an amendment to an existing Agreement with National Council and Crime Delinquency, 426 South Yellowstone Drive, Suite, 250, Madison, Wisconsin, 53719, (Vendor #164062). The intent of this amendment is to extend the completion date from June 30, 2012 through June 30, 2014, add an end date to the existing scope of services titled Phase III. Prospective Risk Validation Study and add new section to scope of services, titled Phase VIII Operational Use of Risk Assessment Final Version by maintaining and supporting the final version of the risk assessment web-based data collection tool. This Requested Action is to be effective July 1, 2012 through June 30, 2014 upon Governor and Executive Council approval in an amount not to exceed \$5,250.00.

Extend the Completion Date

This requested action amends this Agreement by extending the end date of the Agreement from June 30, 2012 to June 30, 2014. The original Agreement approved by Governor and Executive Council on March 24, 2010 (Item # 82) and the Governor and Executive Council letter dated February 18, 2010 included renewal language for two additional years. Bureau of Elderly and Adult Services is amending the contract for two additional years based on the need to continue the risk assessment web-based data collection tool until the "Options" system is programmed with the risk assessment. "Options" is a Department of Health and Human Services system that is used by the Adult Protective Social Workers to track and process protective investigations manage caseloads and authorize services. Integration of the risk assessment into the Options system is targeted for the May 2013 release, however with many other competing projects such as Managed Care and the MMIS implementation, the Department may need to delay projects such as this one until November 2013 or May 2014.

Add End Date to Phase III. Prospective Risk Validation Study

This requested action amends scope of services Phase III Prospective Risk Validation Study by adding an end date of September 30, 2012 to finalize the risk assessment. In February 16, 2010 New Hampshire Department of Information Technology approved the Bureau of Elderly and Adult Services to contract with National Council on Crime and Delinquency. Additionally, on March 24, 2010, Governor and Executive Council approved (Item

#82) a contract with National Council on Crime and Delinquency, at no cost to the State of New Hampshire, through June 30, 2012. The original contract was to design and implement a risk assessment that can estimate likelihood of future adult maltreatment (Phase I), to assess implementation of the risk assessment (Phase II), and to assess how accurately the risk assessment classified clients relative to abuse, neglect, self-neglect and exploitation (Phase III). Phases I and II have been completed and National Council on Crime and Delinquency has received an extension to the grant, titled Developing an Actuarial Risk Assessment for Adult Protective Services, through September 30, 2012 from the United States Department of Justice, National Institute of Justice, (Award #2008-IJ-DX-0025) that has funded and continues to fund this project. This extension will allow National Council on Crime and Delinquency to collect data via the web-based tool, assess and finalize the risk assessment at no cost to the State of New Hampshire.

Add Section VIII. Operational Use of Risk Assessment Final Version

This requested action adds section titled VIII. Operational Use of Risk Assessment Final Version, to maintain and support the final version of the risk assessment web-based data collection tool used by the Adult Protective Social Workers. This risk assessment systematically identifies clients most in need of protective services based on their likelihood of future maltreatment. The actuarial risk assessment is not to substitute an actuarial procedure for the discretionary judgment or skill of the Adult Protective Social Worker. It is to further assess clients and prioritize them for services more effectively by integrating this assessment into the current information gathering and assessment procedures. National Council on Crime and Delinquency requests a fee of \$250 per month for this function for the period of October 1, 2012 through June 2014.

The goal of the Adult Protective Program is to identify individuals with the greatest likelihood of future maltreatment, to prevent further maltreatment, and reduce social and financial costs of adult and elderly abuse, neglect, and exploitation. The development of the risk assessment from its paper inception to the web-based risk assessment data collection tool has been part of a research and validation study required to produce an accurate and objective actuarial assessment instrument for estimating risk of future abuse, neglect, and maltreatment. This risk assessment is the first in the nation to be developed for the Adult Protective population and the Bureau of Elderly and Adult Services is committed to finalizing the project and the continued operational use of the web-based tool until Options can be programmed with the risk assessment.

Funds are available by Bureau of Elderly and Adult Services through a 100% Federal grant, State Health Insurance Assistance Program, from the Centers of Medicare and Medicaid, CFDA# 93.779 in the following accounts for State Fiscal Years 2013 and anticipated to be available in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets.

| Account | Budgetary Line | Description | Fiscal Year | Amount |
|-------------------------------------|----------------|--------------------------------|-------------|---------|
| 05-95-48-481010-89250000-102-500731 | none | Contracts for Program Services | 2013 | \$2,250 |
| 05-95-48-481010-89250000-102-500731 | none | Contracts for Program Services | 2014 | \$3,000 |
| | | Total | | \$2,250 |

Prior Related Actions

1. June 13, 2007 (Item #300), for the period of May 2007 through September 2007, New contract with National Council on Crime and Delinquency to initiate a research project to develop and design risk assessment instruments to assess reports of abuse, neglect, self-neglect, and exploitation of individuals in the Adult Protective Program
2. October 31, 2007 (Item #90) for the period of October 2007 through June 2008, Amend contract with National Council on Crime and Delinquency to extend the completion date to continue working on #1 above.
3. June 25, 2008 (Item # 188) for the period of July 2008 through September 2008, Amend contract with National Council on Crime and Delinquency to extend the completion date to continue working on #1 above and provide training materials.
4. September 3, 2008 (Item #67) for the period August 2008 (overlaps with above # 3, to add scope) through September 2009, Amend contract with National Council on Crime and Delinquency to add scope to develop a web-based data collection tool and extend the completion date.
5. March 24, 2010 (Item # 82) for the period of October 2009 through June 2012, New no cost contract to continue developing and implementing web-based data collection tool.

Alternatives and Benefits

Alternatives to contracting these services would be for the Adult Protective Social Workers to complete the risk assessments using paper and without the benefits of the program algorithm to assess the individual risk level. This is not a reasonable alternative in that it is costly, inefficient, and ineffective to revert to a manual, paper based process. The program loses the ability to report on risk assessment data gathered through the web-based tool.

Benefits to the Adult Protective Social Workers are that it is efficient to use and more effective for the client. Identifying risk levels assist the social worker in providing more appropriate actions and services for the client so that their situations are improved, maintained or don't further decline in health or well being.

Impact on Other State Agencies and Municipalities

A positive impact is that this risk assessment will be used for additional clients in the Choices for Independence program, a Medicaid waiver program that provides community supports for clients, that need to mitigate their risk for abuse, neglect, self-neglect, or maltreatment. No negative impacts are anticipated at this time.

Supporting Documentation

- o Contract 2010-2012 with National Crime on Delinquency
- o Amendment 2012 – 2014 with National Crime on Delinquency
- o Draft Governor and Council Letter

Summary of Requested Action

| |
|--|
| Date of most recently approved NHITP: <u>February 15, 2010</u> |
| NHITP Initiative / Project Name: <u>Actuarial researched based risk assessment</u> |
| NHITP Initiative / Project Number: <u>DoIT #2010-077</u> |
| A&E System Request ID: <u>n/a</u> |

Requisition Information:

| |
|---|
| Vendor Name: National Council on Crime and Delinquency |
| |

Funding Sources and Amounts:

| | * Object Code(s) | FY2013 | FY2014 | Total |
|--|------------------|----------------|----------------|----------------|
| STATE | | | | |
| FEDERAL | 500731 | \$2,250 | \$3,000 | \$5,250 |
| OTHER (Specify Source, i.e.: Registration Fees) | | | | |
| TOTAL | | \$2,250 | \$3,000 | \$5,250 |

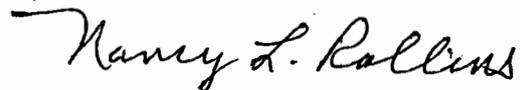
CONTACT PERSON:

Sally Varney
Quality Assurance Manager
DHHS, DCBCS, BEAS
129 Pleasant Street
Concord, NH 03301
Telephone: 603.271.9218
Fax: (603) 271-4643
svarney@dhhs.state.nh.us

CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

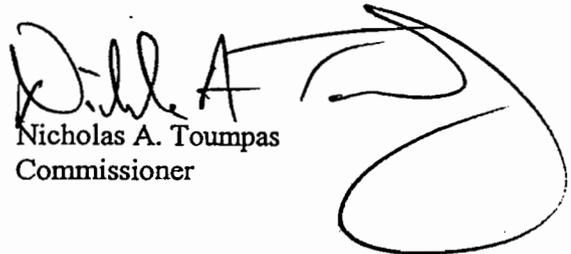
Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Steven Kelleher
Information Technology Manager, DHHS
NH Department of Information Technology

Approved by:



Nicholas A. Toumpas
Commissioner

Contract #2020-2012

CC: Leslie Mason, IT Manager
Kerri Coons, Business Systems Analyst II
Diane Langley, Director of Bureau of Elderly and Adult Services
Sally Varney, Program Manager



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
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S. William Rogers
Commissioner

June 1, 2012

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with the National Council on Crime and Delinquency (NCCD), vendor #164062, for the development of an actuarial, research-based risk assessment for the Bureau of Elderly and Adult Services (BEAS) Adult Protective Services (APS) program as described below and referenced as DoIT No.2010-077.

The purpose of this contract is to engage the National Council on Crime and Delinquency to develop an actuarial, research-based risk assessment for the BEAS Adult Protective Services (APS) program. This contract's scope of services includes the continued use of the web-based system which is funded and managed by NCCD. The contract will extend the contract expiration date from June 30, 2012 to June 30, 2014 effective upon approval by the Governor and Executive Council. The amount of this amendment is \$5,250.00.

A copy of this letter should accompany the Department of Health and Human Services' submission to Governor and Executive Council for approval.

Sincerely,

Peter C. Hastings
S. William Rogers *for*
Bill Rogers

SWR/ltn
2010-077A

cc: Cathy Cormier, DHHS
Leslie Mason, DoIT



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

February 18, 2010

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services, Bureau of Elderly and Adult Services (BEAS) to enter into a sole source Agreement with National Council on Crime and Delinquency (NCCD), Madison, Wisconsin (Vendor # 164062) to develop an Actuarial Risk Assessment for Adult Protective Services, effective retroactive October 1, 2009, upon Governor and Council approval, through June 30, 2012. This Agreement does not include any financial obligations on the part of the DHHS, DCBCS, BEAS, as the funding for the contract's activities and deliverables, as described in the scope of services, is from a grant awarded to NCCD by the United States Department of Justice, Office of Justice Programs, National Institute of Justice, grant award number 2008-IJ-CX-0025.

EXPLANATION

The purpose of this requested action is to develop an actuarial risk assessment to be used in the BEAS' Adult Protective Services (APS) program that will systematically identify clients most in need of protective services based on their likelihood of future maltreatment. Using an actuarial risk assessment to help Adult Protective Social Workers (APSW) identify these clients is a crucial step toward preventing further maltreatment and is also a step in reducing the social and financial costs of adult and elderly abuse, neglect and exploitation. The point of actuarial risk assessment is not to substitute an actuarial procedure for the discretionary judgment or skill of APSWs. It is to further assess clients and prioritize them for services more effectively by integrating this assessment into the current information gathering and assessment procedures.

BEAS established its first contract (#191875) with the National Council on Crime and Delinquency (NCCD) in June 2007 funded by a Real Choice Quality Assurance/Quality Improvement grant awarded to DHHS by the Centers for Medicaid and Medicare Services (CMS) in May 2005. The goal of this contract and subsequent amendments was to improve the ability of APSWs to assess reports of abuse, neglect, self-neglect and exploitation, to determine the need for immediate action, to develop a data collection system for the future development of an assessment to identify risk of future harm, and to evaluate the strengths and needs of the incapacitated adults being served and their primary supporters.

The first contract between BEAS and NCCD ended on September 30, 2009 with all goals being reached. APS successfully implemented a system of assessments based on NCCD's Structured Decision Making® (SDM®) model including *Intake, Safety, Strengths and Needs Assessments*, policies and procedures and a *Risk Assessment Data Collection* system that is web-based for easy completion and easy access to the data by NCCD.

NCCD has since been awarded a grant from the National Institute of Justice (NIJ) to continue its work with BEAS in developing an actuarial risk assessment designed to increase the consistency, validity and utility of decisions made by APSWs. Risk assessments contribute to the information gathered during investigations that inform the APSWs whether to open cases for protective services and, if so, to determine which services would

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
February 18, 2010
Page 2

help mitigate the risks of future maltreatment. In addition, BEAS administrators will have information to more efficiently allocate limited resources, manage workload, improve understanding of clients' needs and monitor the quality of APS practices and services to its clients.

This contract is composed of three phases. Phase I is a risk assessment development study and field training in which the project team designs and implements a risk assessment study that estimates the likelihood of future adult maltreatment in residential/community based settings. Phase II includes implementation and process evaluation where NCCD, DCBCS and BEAS staff designs and conducts a process evaluation to assess field implementation of the risk assessment. In Phase III APSWs will have used the risk assessment to evaluate clients for approximately one year whereby a prospective study will be conducted to assess how accurately the risk assessment classified clients relative to subsequent abuse, neglect, self-neglect or exploitation. Through these Phases of development, it requires the continuing activity of data collection through the web-based risk assessment data collection instrument, funded and managed by NCCD. The Department of Information Technology (DoIT) has approved BEAS to continue using this web-based application for the duration of the project. See attached DoIT letter.

BEAS retains the option to renew the contract for up to two additional years pending satisfactory work by the contractor, agreement of both parties, and Governor and Council approval.

The contractor's performance will be measured by the percent of APS staff reporting understanding and exhibiting competency as a result of risk assessment training, percent of APS case files scoring of the risk assessments indicating utility, face validity and minimal scoring difficulties, and percent of risk assessments completed after one year having accurately estimated the likelihood of future maltreatment.

This is a sole source Agreement based on the following justification. The original contract with NCCD, approved June 13, 2007 (Item #300) was competitively bid. An advertisement announcing the release of this RFP was placed in the Statewide Edition of the New Hampshire Sunday News and the Manchester Union Leader on December 23, 24, 26, 2006. In addition, the RFP was placed on the DHHS Web Site and notices informing potential bidders of this RFP were sent to those individuals and firms that have asked to be placed on the BEAS RFP notification list. NCCD was the only respondent to the RFP. The Evaluation Committee unanimously recommended that a contract be awarded to this agency based on their extensive experiences and knowledge of the bidder and the comprehensive, quality plan for meeting the contract specifications. Additionally, the National Council on Crime and Delinquency was awarded a competitively bid contract with the Division for Children, Youth and Families (DCYF), approved by Governor and Council on September 6, 2000 (Item #64), through which they successfully designed and implemented a comparable system for Child Protection Services. This agreement between NCCD and BEAS is a continuation of the work performed under the previous contract. Furthermore, BEAS is identified as the partner of the project in the grant application that was submitted to NJJ by NCCD.

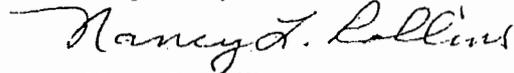
The approval of this requested action retroactive to October 1, 2009 allows continuation of the project initiated under the previous contract with NCCD. Because there were no state dollars associated with the work being done collaboratively between the two parties, it was not readily apparent that a contract was required. In October 2009 when DoIT inquired if a continuation of the contract beyond September 30, 2009 had been approved, BEAS began researching the development of an agreement between the two parties. Work was initiated to draw up a Memorandum of Understanding and upon further inquiry it was determined that a contract should be executed and approved by Governor and Council.

Location of Services: Statewide.

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

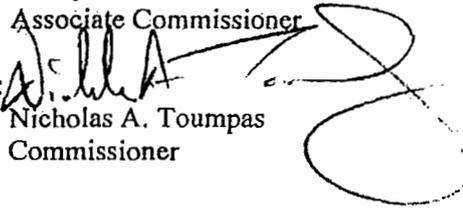
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
February 18, 2010
Page 3

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
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www.nh.gov/doit

Richard C. Bailey, Jr.
Chief Information Officer

February 16, 2010

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant St
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to contract with the National Council on Crime and Delinquency (NCCD), vendor #164062, for the development of an actuarial, research-based risk assessment for the Bureau of Elderly and Adult Services (BEAS) Adult Protective Services (APS) program as described below and referenced as DoIT No.2010-077.

The purpose of this contract is to engage the National Council on Crime and Delinquency (NCCD), vendor #164062, to develop an actuarial, research-based risk assessment for the Bureau of Elderly and Adult Services (BEAS) Adult Protective Services (APS) program. This contract's scope of services includes the continued use of the web-based system which is funded and managed by NCCD. The contract will be retroactive to October 1, 2009 and will extend to June 30, 2012. This contract does not include any financial obligations on the part of the Department of Health and Human Services as the funding for the contract's activities and deliverables is from a grant awarded to NCCD by the US Department of Justice, National Institute of Justice, grant award number 2008-IJ-CX-0025.

A copy of this letter should accompany the Department of Health and Human Services submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard C. Bailey, Jr.", written over a horizontal line.

Richard C. Bailey, Jr.

RCB/efg

cc: Sally Varney, Program Planning and Review Specialist, Division of Community Based Care Services
Kerry Coons, Business Systems Analyst, Bureau of Elderly and Adult Services