

**State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
Bureau of Elderly and Adult Services**



**Request for Proposals
Legal Services**

State Fiscal Years 2008 & 2009
July 1, 2007 through June 30, 2009

Release Date: March 11, 2007

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

TABLE OF CONTENTS

A. RFP SECTION	TITLE	PAGE
I.	Statement of Purpose	3
II.	Vendor Inquires and Point of Contact	4
III.	Schedule of Events and Deadlines	4
IV.	Vendor Instructions and Information	4
V.	Specifications/Scope of Service	7
VI.	Vendor Proposal Requirements	8
VII.	Process for Evaluation and Selection	13
VIII.	Documents for Contract Approval	17
ATTACHMENT SECTION		18
FORMS:	Checklist	19
	Cover Sheet with instructions.	20
	Face Sheet with instructions	22
	Goals and Objectives with instructions	25
	Catchment Area with instructions	27
	Personnel Forms with instructions	29
	Exhibit B-1 Budget Form with instructions.	32
	Civil Rights and ADA Form	35
	Comprehensive General Liability Insurance Acknowledgement Form	36
OTHER:		37
	Exhibit A Specifications/Scope of Service	38
	Quarterly Program Service Report	40
	Sample standard state contract (P-37)	52
	Sample Exhibit B, Terms of Payment	54
	Exhibit C Special Provisions	55
	Exhibit C-1 Additional Special Provisions	56

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

REQUEST FOR PROPOSALS

FULL TITLE: Legal Services for SFYs 2008 and 2009

SHORT TITLE: Legal Services

OWNER: Division of Community Based Care, Bureau of Elderly and Adult Services

RFP NUMBER: 08-DCBCS-BEAS-LEGAL-02

RFP Issued By: Nancy L. Rollins, Director
Division of Community Based Care
Bureau of Elderly and Adult Services

I. STATEMENT OF PURPOSE:

The New Hampshire Department of Health and Human Services (DHHS), Division of Community Based Care Services, through its Bureau of Elderly and Adult Services (BEAS) is soliciting proposals from providers of legal assistance to provide legal services to adults age sixty (60) and over who have the greatest economic and/or social needs. The services shall be made available statewide and shall include a toll free line; an increased awareness of legal rights and the availability of legal services through community outreach and education to New Hampshire seniors and their service providers by means of pamphlets and other written material. The selected contractor shall work in conjunction with the Office of the Long-Term Care Ombudsman to educate and increase awareness of issues and concerns specific to long-term care facilities, residents and their families, such as, discharge/transfer of residents, bedhold, reserved bed days, and limitations on the scope and authority of the Power of Attorney-Healthcare, by providing educational programs/workshops and through various promotional efforts. Additionally, the selected contractor shall review long-term care facility discharge and transfer notices, received by the Office of the Long Term Care Ombudsman, to determine their legal sufficiency.

Legal services shall include legal advice, counseling and litigation services by attorneys or trained paralegals. Concerns addressed shall include civil matters such as consumer and employment problems, administrative matters, health care, public and private housing, family problems, tax and financial counseling, food stamps, public assistance benefits, and utility shut-off, nursing homes and assisted living/residential care facilities problems. Attorneys may provide eligible seniors with legal representation at hearings or in court. Additionally, a review of state statute shall be completed to determine whether revisions(s) could provide increased financial protection for elderly persons under guardianship.

The funding to support this program is provided through the federal government in the Title III and Title VII sections of the Older Americans Act (OAA). Participants do not have to meet a financial eligibility requirement to receive services. The OAA stipulates participants must be given an opportunity to make a donation, however, no one may be denied services because of an inability or unwillingness to donate. Older American's Act Title VII funding supports only the activities related to long-term care facilities.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

Contracts will be awarded based upon the assumption of level funding to BEAS and amended, as necessary, based upon actual appropriations to BEAS. Contracts will be effective July 1, 2007 through June 30, 2009 upon approval of the Governor and Executive Council.

II. VENDOR INQUIRES AND POINT OF CONTACT

Any correspondence relating to this RFP shall be with:

Jeanie C. Thornton, Contract Administrator
Bureau of Elderly and Adult Services
129 Pleasant Street, Brown Building
Concord, NH 03301
Telephone (603) 271-4411
jthornton@dhhs.state.nh.us

III. SCHEDULE OF EVENTS AND DEADLINES
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<u>DATE</u>	<u>ACTIVITY</u>
March 11, 12, 13, 2007	Public Notice in Newspapers and DHHS Website
March 16, 2007	Mandatory Non-binding Letter of Intent. by 4:00 PM EST.
March 26, 2007	Forms sent to Bidders who submitted a Letter of Intent <u>Proposals Due by 4:00 PM. EST.</u>
March 27-28, 2007	Review and Evaluation of Proposals.
March 29-30, 2007	Notification to all Bidders of outcome of review process. Contracts mailed to selected Bidders for execution.
April 9-12, 2007	Executed contracts received at BEAS.
May-June, 2007	Approval by Governor and Executive Council.

IV. VENDOR INSTRUCTIONS AND INFORMATION
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A. INTENTION TO BID

Vendors who intend to submit a proposal in response to this RFP shall submit a non-binding letter of intent that shall reference the title and number of this RFP and shall be submitted in accordance with the schedule of events identified in Section III. The letter of intent shall be submitted via U.S. mail or hand delivered. The letter of intent shall be addressed to the person named in Section II.

If a letter of intent is not received by the required date and time, a proposal will not be accepted.

Letters of Intent should contain the following:

- Signature of person authorized to sign proposals for the organization submitting the bid.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

- Bidder's name, street and mailing addresses, e-mail address and name, phone number, and title of a contact person.
- Identify if you want to receive a hard copy of the proposal or if you prefer to receive forms electronically or on a diskette.
- Identify the name of service(s), number of units/funds and the location(s) to be served.
- Bidders not currently contracted with the Bureau of Elderly and Adult Services to provide this service(s) shall state this in the Letter of Intent.

B. BIDDERS CONFERENCE

Not applicable to this Request for Proposals.

C. BIDDER ELIGIBILITY

Bidders shall be in good standing with the Secretary of State to do business in New Hampshire and be in compliance with all federal, state and local licensing requirements. See Attachment Section, Exhibits A Scope of Service/Specifications for other required qualifications.

Bidder's must either be a legal services corporation grantee or agree to coordinate their services with an existing Legal Services Corporation project in the planning and service area in order to concentrate the use of funds provided to individuals with the greatest such need, and it is determined that they best meet the standards detailed in 42 CFR 1321.71 which can be downloaded at the following web site:

http://a257.g.akamaitech.net/7/257/2422/12feb20041500/edocket.access.gpo.gov/cfr_2004/octqtr/pdf/45cfr1321.71.pdf

D. FUNDING/BUDGET

The funding to support this program is provided through the federal government in the Title III and Title VII sections of the Older Americans Act (OAA). Participants do not have to meet a financial eligibility requirement to receive services. The OAA stipulates participants must be given an opportunity to make a donation, however, no one may be denied services because of an inability or unwillingness to donate. Older American's Act Title VII funding supports only the activities related to long-term care facilities.

Services provided with Older American's Act funds are provided to individuals age sixty and older and requires a local share 10% matching funds. To meet this requirement funds may include up to 50% of in-kind match. Federal funds may not be used for the remaining cash match.

Depending upon the availability of funds for State Fiscal Years (SFY) 2008 and 2009, BEAS will consider level funding existing services by entering into one or more contracts in an amount not to

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

exceed \$148,630.71 Title III funds, and \$50,000 Title VII funds, for a total of \$198,630.71 for State Fiscal Year 2008 and \$148,630.71 Title III funds, and \$50,000 Title VII funds, for a total of 198,630.71 for State Fiscal Year 2009, for a total not to exceed \$397,261.42. The actual amount of the award will depend on the number of contracts awarded.

As BEAS does not anticipate additional funds for new or expanded services in the upcoming biennium, complete the Face Sheet, Budget and Personnel Forms based upon services provided under contract with BEAS for State Fiscal Year 2006 and projected for State Fiscal Year 2007. Bidders not presently contracted with BEAS to provide Legal Services shall complete the proposal and required forms in the amount of dollars and hours requested that do not exceed the amount identified above as available for SFY s 2008 and 2009.

During the contract period BEAS may adjust contract amounts based upon utilization, fiscal expenditure and other contract requirements. Any reallocations will be carried out through the contract amendment process. See Attachment: Sample Contract, Exhibit C-1 Additional Special Provisions.

E. APPROPRIATE USE OF FUNDS

Funds awarded shall be used solely to support the services described herein.

F. GENERAL INFORMATION

Copies of this Request for Proposals (RFP) and accompanying attachments are available and can be downloaded from our website at: <http://www.dhhs.nh.gov/DHHS/OBO/LIBRARY/RFP/default.htm>.

In order to view the complete RFP you must have Adobe Reader 5.0 or higher. Forms on the web site cannot be used for data entry.

Procurement shall be in accordance with standard state procedures provided for in the State Manual of Procedures.

Requests for Proposals (RFP) will be distributed to any interested party.

Upon request of the Bidder, BEAS shall provide RFP Forms by one of the following methods: electronically, on a diskette or mailed. Hard copies (original plus 2 copies) of completed forms must be returned with the proposal.

G. BID CHANGES

Proposals remain the property of the Bidder until such time as the Bid Opening. Changes to the proposal by the Bidder may be made until that time.

The authorized person signing the proposal must make requests for return of the proposal for changes, or for any other reason, in writing. Requests for return should be directed to the Contract Administrator.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

Any proposal received by the State prior to the Bid Opening will be returned to the Bidder upon written request. Any proposal which has been opened by the Bidder prior to the Bid Opening must be resealed by the Bidder and returned to the Contract Administrator by the Bid Opening deadline.

Changes to the proposal will not be made by the State at any time.

H. BID CLOSING

The deadline for proposal submission shall be March 26, 2007 at 4:00 PM. Proposals will be opened and recorded at that time.

Any proposal received after the Bid Closing shall be considered technically non-responsive, will be disallowed, and the Bidder will be so notified.

The responsibility for submitting a response to this RFP on or before the stated time and date will rest solely and strictly with the Bidder. The BEAS will in no way be responsible for delays in delivery caused by the U.S. Postal Services or other couriers, or caused by any other occurrence. All proposals once opened and recorded become the property of the State of New Hampshire and will be a matter of public record, and no further changes by the Bidder will be allowed.

I. ADDITIONAL INFORMATION: NON-COMMITMENT OF THE STATE

The solicitation of bids by this RFP does not commit the State to award a contract to any RFP respondent. The State reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon the written or published notice of intent to do so.

The State shall not be financially responsible for any costs incurred for the preparation of the proposal nor commitment made by the applicant in anticipation of a contract award.

Financial commitment by the State will not occur until such time as the Governor of the State of New Hampshire and the Honorable Executive Council approves a contract.

V. SPECIFICATIONS / SCOPE OF SERVICE

Bidders shall address the requirements detailed in Exhibit A Legal Services/ Specifications/Scope of Service, located in the Attachment Section of this RFP. Bidders shall follow the instructions found in Section VI Vendor Proposal Requirements and the information available in Section VII Process for Evaluation and Selection to ensure they meet all requirements of this RFP.

All services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

A Performance Management System encompasses the following components: performance standards, program measures, progress reports and quality improvement. Together they provide a system that can be used to improve and ensure the delivery of services. Bidders shall address these components for each service identified by BEAS in this RFP. See Attachments: Exhibit A Specifications/Scope of Service: Attachments: Forms, Quarterly Program Service Report Form. Note: "Targeted" Units is the

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

same as contracted/budgeted units. The number of “Targeted” Clients is based on Bidder’s best projections.

VI. VENDOR PROPOSAL REQUIREMENTS

A. FORMAT

1. Signature: The proposal must be signed in the manner described on the Cover Sheet in order to be accepted for consideration.
2. Bids shall be typewritten and shall not be bound or stapled, but clipped in the upper left hand corner.
3. Bids shall be submitted in a SEALED envelope clearly marked “Proposal Enclosed” and received by BEAS no later than 4:00 PM. EST on March 26, 2007.
4. Bids may be mailed or hand-delivered. If mailed, it is recommended that certified mail or a commercial carrier be used, with proof of receipt requested.
 - One (1) original proposal with all appendices. The original copy should be marked “ORIGINAL” in the upper right hand corner of the cover page.
 - Two (2) copies of the main body of the proposal (Bidders are not required to send additional copies of the appendices).
5. Submit to:

NH Department of Health and Human Services
Bureau of Elderly and Adult Services
129 Pleasant Street
Concord, NH 03301-3587
ATTN: Jeanie C. Thornton, Contract Administrator

B. CONTENT

Proposals shall follow the outline presented in this section and are required to contain all listed components as follows:

1. Cover Sheet

Bidders shall complete and sign as instructed. See Attachment, Cover Sheet and instructions.

2. Table of Contents

3. Proposal Check List

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

4. Executive Summary

A summary of the RFP using the RFP format that demonstrates Bidder's understanding of the required elements, a clear statement as to how they meet those elements including the methods, technology and staff resources to be employed. At a minimum the summary should include a brief description of your agency's programs and services, number and type of employees, and geographic area served. Describe any experience in providing the service(s) for which your proposal is being submitted. The executive summary may not exceed two pages.

5. Face Sheet Form

Bidders shall complete the Face Sheet Forms based upon actual contracted units/dollars served/expended in State Fiscal Year 2006 and projected contracted units/dollars to be served/expended in State Fiscal Year 2007. The amount entered on the Face Sheet shall not exceed State Fiscal Year 2007 contracted amounts. New Bidders shall complete the Face Sheet for the amount requested that does not exceed the funds identified above as available for SFYs 2008 and 2009. See Attachment: Forms, Face Sheet and instructions

6. Goals and Objectives Form

Complete attached form as instructed.

7. Catchment Area Form

Complete attached form as instructed.

8. Comprehensive General Liability Insurance Acknowledgement Form.

Complete attached form as instructed.

9. Demonstrated capacity to provide services:

A. Bidder's Background and Experience

General:

Provides proof of capability to carry out the performance required by the State of New Hampshire and suitable evidence of the financial ability of the Bidder and any parent organization to perform contracted services by submitting documents identified in # 12 Appendices, pages 13.

Specific:

- 1) Describe specific background and experience in providing the service(s) and how it relates to the goals, objectives, program measures and priorities of these service(s) as they are identified in this RFP. Bidders who are a non-legal service project shall describe how they fully meet the standards detailed in 42 CFR 1321.71. See Attachments: Goals and Objectives and Exhibit A Legal Services/Specifications/Scope of Service

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

- 2) Demonstrate knowledge of New Hampshire's long term care service delivery system and needs of the target population;
- 3) Describe any arrangements for coordination of services and exchange of information with the communities human service provider system. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support summarizing the nature of the collaboration and indicating the level of support.
- 4) Evidence of Bidder's experience in working with State government programs in providing services being bid, if applicable. (See Sections VII regarding communication restrictions.)
- 5) Identify any concerns/issues related to the following:
 - Any licensing violations/deficiencies received from any local, state or federal authority within the past five years and any related corrective action plans and current status.
 - Any issues that may be barriers to the successful delivery of services to clients in the identified catchment area. Measures that have been taken to address these issues and reported outcomes.
 - Any fiscal concerns such as failure to reconcile units on a quarterly basis, submit quarterly financial reports and monthly invoices according to due dates. Measures that have been taken to address these issues and reported outcomes.
- 6) New Bidders shall provide at least three (3) letters of recommendation.

B. Subcontractor Profile

Bidders proposing to employ subcontractors to perform a part of the work specified in this RFP shall provide the following:

- 1) Identifying information
- 2) Background and experience

10. Detailed Response to Exhibit A Legal Services/Specifications/Scope of Services

Bidders must respond to all of the specifications, plans, descriptions and requirements contained in this RFP.

Narrative

Provide a concise and complete narrative following the format of Exhibit A Legal Services/Specifications/Scope of Services that describes operationally how the program works, including at a minimum how persons will receive the Legal Services and the projected number of clients to be served.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

The following requirements should also be addressed in your narrative:

Documentation

- Describe how you will implement/maintain a process to capture and include in a Quarterly Program Service Report instances of unmet need and the reason the need wasn't met. See Attachment: Quarterly Program Service Report.

Program Measures

- Describe action steps to be taken to achieve the targeted/contracted program measures, reporting in the Quarterly Program Service Report outcomes and steps to improve outcomes that don't meet your stated targeted/contracted goals. Include how you will ensure that direct care staff/volunteers will be available to provide services; particularly in catchment areas you may historically have difficulty serving.

Quality Assurance Plan

- Submit Quality Assurance Plan. Include copy of most recent Quality Assurance Review.

Outreach Plans

- Describe how you will publicize the availability of the program to adults age 60 and over and how you will network with community providers to promote the service.

Consumer Grievance Process

- Describe consumer grievance process and how it is maintained.

Include the following:

- Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, how consumers are informed of their right to appeal or file grievances.
- The grievance process shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request.

Termination Plan/Assurance

- Describe plan to address the needs of clients receiving services in the event of the following:
 - Service(s) are terminated or planned to be terminated at a site or location covered under contract with BEAS prior to the termination date of the contract.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

- The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.
- In the event that services are terminated for any reason by the Contractor, at least a ninety (90) day prior written notice addressed to the BEAS Bureau Administrator is required. See Attachment: Exhibit C, Additional Special Provisions.

Criminal Background Check and State Adult Protective Service (APS) Registry Check Requirements.

- This RFP requires that all Bidders shall conduct a criminal background check if a potential applicant for employment or volunteer, funded as a result of this RFP, may have client contact in the client's place of residence.
- This RFP requires that Bidders which are licensed, certified or funded by the DHHS under this RFP, shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

11. Budget and Justification

- A. **Budget forms** and line item narratives must be provided for each service and year for which you are bidding. See Attachments: Forms, Budget and instructions.

B. **Title III, Source of Funds Matching Requirement**

Required for Title III Services only, local share of matching funds must be at least 10% of Title III funds. The source and amounts of local share match revenue must be identified. See Attachment: Forms, Budget and instructions.

C. **Personnel Form and Resumes**

Proposals must contain the resumes of key personnel who have primary responsibility for the delivery of the contracted services. Bidders shall confirm that all key personnel shall be qualified to perform such services by virtue of experience, education and training. Each resume must clearly indicate the qualifications and responsibilities to be assigned to the individuals identified. BEAS will review and approve all key staff and may disapprove any individuals. During the life of the contract, except for termination of employment, any proposed changes to key staff must be reported to BEAS in writing.

Complete attached Personnel Form as instructed.

If BEAS awards vary from the bid amount the Bidder will be required to resubmit a Personnel Form with their contract that reflects the amount awarded.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

12. Appendices

- Agency Mission Statement
- Organizational By-Laws
- Articles of Incorporation
- Civil Rights and Americans Disabilities Act Information form (See Attachment, Civil Rights and Americans Disabilities Act Information)
- Audit Report & Management letter (the audited financial statements of the Applicant's most recent fiscal year)
- Current Operating Budget
- Most recent financial statements
- Current Certificate of Good Standing (issued by the New Hampshire Secretary of State)
- Current and legible resumes of key staff
- Job descriptions for key personnel for unfilled positions
- ACCORD Certificate of Comprehensive General Liability and Workers Compensation Insurance coverage as required in Standard State Contract (P-37).
- A current list of Board of Directors
- New Bidders shall submit 3 letters of recommendation.
- Comprehensive General Liability Insurance Acknowledgement Form

VII: PROCESS FOR EVALUATION AND SELECTION
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A, SELECTION PROCESS

1. Evaluation and Process

- a. Evaluation Criteria/Procedural: The proposal shall be subject to a procedural review by the Contract Administrator prior to any other evaluation reviews to ensure the following:
 - Proposal conforms in form and format to the instructions contained within the RFP;
 - is complete;
 - is properly executed, and
 - contains all required supporting documentation.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

- b. A committee appointed by the BEAS Bureau Administrator shall evaluate each proposal. Committee members participating in this process will testify in writing that they have not been a former employee or officer or have any affiliation within the past twelve months that would impact their ability to be objective.
- c. The evaluation committee will recommend those proposals which, based on the criteria outlined in this RFP, should be funded. The final decision regarding selection rests with the BEAS Bureau Administrator.
- d. Each proposal will be evaluated on the basis of the evaluation criteria identified below. Based on the results of the evaluation, the proposals determined to be most advantageous to the State, taking into account all the evaluation factors, may be selected by the State for further consideration.
- e. Bidder may not contact members of the Evaluation Committee or BEAS staff regarding the Proposal after the submission of bids. Any such contacts will result in the disqualification of the proposal. All questions will be addressed to the Contract Administrator as identified under Section II Vendor Inquiries and Point of Contact.
- f. BEAS is under no obligation to contact Bidders for clarification of proposals, but reserves the right to do so at any time prior to contract award. The Contract Administrator will make any such requests in writing. Any additional information requested and received will be considered an attachment to the proposal and will be used in the evaluation process.
- g. BEAS reserves the right to reject any proposal that lacks sufficient information to be evaluated.
- h. Bidders will be notified in writing as to the outcome of the evaluation process.

2. Negotiations

BEAS expects that each Bidder will put forth a definitive cost proposal. BEAS, however, reserves the right to seek a “BEST AND FINAL OFFER” and will provide the Bidder the opportunity to amend their original proposal to better meet the objectives of the RFP. BEAS reserves the right whether or not to exercise this option.

3. Oral Presentations

Not required for this RFP.

4. Discussion After Awards

A letter of notification of selection or non-selection will be sent to all Bidders. After the issuance of notification letters, Bidders may request an opportunity to:

- a. Discuss with DHHS administrative staff the reasons for not being selected.
- b. Receive recommendations that may make future proposals more effective.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

Such requests shall be submitted in writing to:

Nancy L. Rollins, Director
Division of Community Based Care Services
129 Pleasant Street, Brown Building
Concord, New Hampshire 03301-3857

Such requests are not considered appeals. Selection decisions are final pending Governor and Council approval. Once a Bidder has submitted a letter, DHHS will attempt to accommodate such requests within a reasonable time.

B. EVALUATION CRITERIA

The Evaluation and scoring shall include, but is not limited to, the following:

1. Executive Summary (Not rated)

2. Agency Capacity (30 Points)

- Demonstrated history of Bidder's organization and a summary of qualifications as described in Section VI Vendor Proposal Requirements.
- How well the overall mission, program and services of the organization relate to the service(s) programs goals and priorities as described in this RFP.
- The Bidder's demonstrated experience and overall ability to provide service(s) shall include an evaluation of the following:
 - State Fiscal Year 2006-2007 existing contractor's program outcomes.
 - The availability of qualified and experienced personnel.
 - Extent of knowledge and experience with State's long term care service delivery system and the needs of target populations.
 - The availability of adequate facilities, general environment, and resources for the proposed service(s)/program.
 - The most recent financial statements and most recent audited financial statements with management letter, if any, and current operating budget demonstrates financial solvency.
 - Adequacy of plans for the administration of the program.
 - Meets all federal state and local requirements and to provides safe and accessible services.
- Bidder clearly describes arrangements for coordination of services and exchange of information with community service providers. Copies of subcontracts or memorandums of understanding, letters of support are provided as applicable summarizing clearly the nature of the collaboration and level of support.
- Bidder's who are a non-legal services corporation grantee have fully demonstrated that they best meet the standards detailed in 42 CFR 1321.71.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

3. Detailed Response and Scope of Work (50 Points)

The extent to which:

- Bidder adequately addresses each of the specifications detailed in Exhibit A Scope of Services.
- Narrative describing operationally how the targeted/contracted goals will be reached is clear, concise and includes realistic action steps (i.e. plans to ensure sufficient staff to ensure quarterly targeted/contracted outcomes are met.
- Access to legal services is available statewide.
- A toll free line is available and adequately staffed.
- The following plans are implemented and/or maintained:
 - Quality Assurance Plan provided for services being bid
 - Outreach Plan
 - Grievance Process
 - Termination Plan
 - Criminal Background Check and State Adult Protective Service (APS) Registry Check Requirements are met.

4. Budget and Justification (15 Points)

- Provides a program budget in the format provided for each service bid.
- Line item budget narrative for each service bid in the format provided.
- Describes how clients funded under Title III Legal Services are provided an opportunity to submit a donation.
- Lists all sources of revenue including BEAS funding and list all in-kind donations in the format provided.
- Describes plans to obtain or sustain financial support from sources other than BEAS.

5. Format (5 Points)

The extent to which the proposal adheres to the formatting instructions and directions set forth in this RFP.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

6. Additional Considerations (Not rated)

- Licensing Issues

Any licensing violations/deficiencies received from any local, state or federal authority within the past five years and any related corrective action plans and current status.

- Service Delivery

Any issues that may be barriers to the successful delivery of services to clients in the identified catchment area. Measures that have been taken to address these issues and reported outcomes.

- Fiscal Compliance

Any fiscal concerns such as failure to reconcile units on a quarterly basis, submit quarterly financial reports and monthly invoices according to due dates. Measures that have been taken to address these issues and reported outcomes.

VIII. CONTRACT DOCUMENTS SUBMITTED TO GOVERNOR AND COUNCIL FOR APPROVAL
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Following selection, contracts documents 1-7 below will be forwarded by BEAS to Bidders for execution.

1. Signed and notarized General Provisions (P-37) (Form provided by BEAS)
2. Signed and notarized Certificate of Vote (Form provided by BEAS)
3. Exhibit A, Scope of Services
4. Exhibit B, Payment provisions and budget
5. Exhibit C, Special Provisions
6. Exhibit C-1 Additional Special Provisions
7. Signed Exhibits D, E, F, & G if federal funds involved (Forms provided by BEAS)
8. Agency Mission Statement
9. Most recent agency audit
10. Key Personnel list (Form provided by BEAS)
11. Resumes of key personnel (Include present position with applying agency)
12. List of agency Board of Directors including addresses
13. Current Certificate of Good Standing from NH Secretary of State
14. Proof of Comprehensive General Liability and Workers Compensation Insurance as required in P-37.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

ATTACHMENT SECTION: FORMS

1. Check list
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3. Face Sheet with instructions
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9. Comprehensive General Liability Insurance Acknowledgement Form

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

CHECKLIST

PROPOSAL:	Check	APPENDICES ITEMS:	Check
Submit Original & 2 copies		Submit 1 copy	
Cover Sheet		Agency Mission Statement	
Table of Contents		Organization Chart	
Check List		Agency/Organizational By-Laws	
Executive Summary		Articles of Incorporation	
Face Sheet Forms		List of Board Members	
Catchment Area Form		Certificate of Good Standing	
Bidder's & Subcontractor's Profiles		Civil Rights & ADA Information Form	
Bidder's Specific Experience		Current Operating Budget	
Licensing/Service Delivery/Fiscal Compliance Issues		Most recent financial statements	
Goals & Objectives Form		Most recent audited financial statement & management letter	
Narrative that supports Scope of Services and Program Measures		Resumes	
Quality Assurance, Outreach and Termination Plans		Job Description if position not staffed	
Consumer Grievance Process		Certificate of Insurance (ACORD)	
Program Budget & Narrative		General Liability Insurance Form	
Personnel Forms		Letters of Recommendation for New Bidders	

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

**NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF COMMUNITY BASED CARE
BUREAU OF ELDERLY AND ADULT SERVICES**

**SFYS 2008 AND 2009
REQUEST FOR PROPOSALS**

COVER SHEET

Bidder Name:	Address:
Project Title:	Project Dates:
Authorized Person:	Contact Person:
Telephone: E-Mail Address: Fax: Mailing address:	Telephone: E-Mail: Fax: Mailing address:
Total amount of Bid: \$	
The Bidder acknowledges that he/she has read the New Hampshire Standard Form Contract (Form P-37, as amended by Exhibit C) and all attachments to this RFP, understands them and agrees to all terms and conditions. _____ Signature of Applicant _____ Date:	

Note: Complete this cover sheet using the attached instructions

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

**COVER SHEET
INSTRUCTIONS**

Bidder Name: Name as it appears on the Certification of Good Standing provided by NH Secretary of State.

DHHS requires that you submit a certificate each time a contract is executed and or amended. The original with gold seal should be submitted to DHHS with your RFP or with your contract if not available earlier. For contracts to be effective July 1, 2007 DHHS would require a certificate dated in 2007.

Non-profit corporations were required by the Secretary of State to file a “return” during the calendar year of 2005 (regardless of its date of incorporation) and every five years thereafter.

In order to obtain the Certificate of Good Standing, write directly to the Secretary of State, Corporate Division, State House Room 204, 107 North Main Street, Concord, NH 03301-4989. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check made payable to the State of New Hampshire.

In the event that you need to expedite the request, you may fax the request to 603-271-3247 or go in person to request a copy and you will be billed for the expedited service.

Include your mailing address, corresponding check number, telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.

Bidder Address: Address as identified on Alternate W-9 and actual location(s) of vendor business. Not a PO Box number.

Project Title: As identified by the State in this RFP.

Project Dates: Start and end dates as identified by the State in this RFP.

Authorized Person: Person authorized to bind the vendor to the terms of this RFP and a Standard State Contract (P-37).

Contact Person: Typewritten name of the person responsible for the implementation of this RFP (Project Director).

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

**BEAS PROPOSAL FOR FUNDING
STATE FISCAL YEAR 2008
FACE SHEET**

1. Agency Name: _____
(Full name as registered with Secretary of State)
Address: _____
2. Agency Telephone: _____
3. Executive Director: _____
4. Contact Person: _____

SFY 2008

5.				6.	7.	8.	9.
		Check One	Check One			Program Measure	Program Measure
County	Name of Service	Title IIIB	Title VII	Unit Rate	Amount of Request	# Units	# Clients

**10. PRINT NAME & TITLE OF AUTHORIZED AGENCY
REPRESENTATIVE**

11. SIGNATURE

12. DATE

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

**BEAS PROPOSAL FOR FUNDING
STATE FISCAL YEAR 2009
FACE SHEET**

1. Agency Name: _____
(Full name as registered with Secretary of State)
Address: _____
2. Agency Telephone: _____
3. Executive Director: _____
4. Contact Person: _____

SFY 2009

5.			6.	7.	8.	9.	
		Check One	Check One			Program Measure	Program Measure
County	Name of Service	Title IIIB	Title VII	Unit Rate	Amount of Request	# Units	# Clients

**10. PRINT NAME & TITLE OF AUTHORIZED AGENCY
REPRESENTATIVE**

11. SIGNATURE

12. DATE

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

FACE SHEETS FOR STATE FISCAL YEARS 2008 AND 2009
INSTRUCTIONS

Complete the Following:

- (1) Name and address of the Bidder agency as registered with the Secretary of State.
- (2) Agency telephone number.
- (3) Name of the agency's Executive Director.
- (4) Name of person to be contacted about the proposal.
- (5) List each of the proposed services by funding source (Title III funded Legal Services, and Title VII funded services related to Long Term Care facilities).
 - (5a) This is a statewide service. If Bidder is able to identify the following by county complete a separate line for each county.
 - (a) Enter the county Name
 - (b) List the service name
 - (e) Number of units
 - (f) Amount requested
- (6) Unit Rate: List the rate of reimbursement per unit for each service by funding.
- (7) Number of Units: List the number and type of proposed units to be provided.

Bidders who do not currently have a contract to provide the service(s) shall enter the number of units requested.

Bidders who currently have a contract to provide the service(s) shall enter units at no more than their SFY 2007 contract amount.
- (8) Amount Requested: For each funding source calculate the amount requested for each service.

(unit rate x number of units)
- (9) Number of Clients: Enter the estimated number of clients who will receive the units being requested.
- (10) Print the name and title of the authorized agency representative who is signing the proposal.
- (11) Signature of the authorized representative.
- (12) Date of the signature.

Complete one page for each State Fiscal Year.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

**GOALS AND OBJECTIVES
INSTRUCTIONS**

Identification of program goals and service objectives.

1. Check each goal that applies. For each goal checked, list all services for which funding is requested. A service may be listed under more than one goal if applicable.

2. If your goal does not fit the wording or the intent of the goals that are listed, type on a separate sheet of paper your own goal statement and list the services to be provided.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

GOALS AND OBJECTIVES

Check each goal that applies and for each goal list the services to be provided.

1 GOAL STATEMENT: Achieving or maintaining self-sufficiency for, or preventing abuse, neglect or exploitation of, elderly/incapacitated adults living in their own homes.
PROPOSED SERVICES:

2 GOAL STATEMENT: Remedying abuse, neglect or exploitation of elderly/incapacitated adults who are unable to protect their own interests.
PROPOSED SERVICES:

3 GOAL STATEMENT: To secure and maintain maximum independence and dignity in a home environment for older individuals capable of self care with appropriate supportive services.
PROPOSED SERVICES:

4 GOAL STATEMENT: To remove individual and social barriers to economic and personal independence for older individuals.
PROPOSED SERVICES:

5 GOAL STATEMENT: To provide a continuum of care for the vulnerable elderly.
PROPOSED SERVICES:

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

**CATCHMENT AREA
INSTRUCTIONS**

1. **Name of Service** List the name of the Service for which you are requesting funding.
2. **County/Counties** Enter name of County or Counties in which the service or services will be provided.
3. **Town/ Cities where services will be offered :**
Enter name of towns/cities (in alphabetical order) in which you would offer the services. Use more than one page if needed

Note # 1: If a service is to be provided in the entire county, or statewide, enter “All”.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

SERVICE CATCHMENT AREA

[illegible]

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

**PERSONNEL FORM
INSTRUCTIONS**

The Personnel Form (Program Personnel Costs Budget By Service) provides detail confirming that the program-staffing pattern is adequate to generate the program capacity as documented in the Program Budget Form. **Complete a separate Personnel Form for each program service for both fiscal years of the biennium period as follows:**

1. **Position Title**

- Key Administrative Staff - List position titles of key administrative staff (executive director, etc.) included in the program service.
- Direct Care Staff - List position titles of all direct care staff (i.e. Homemaker, etc.) included in the program service. These titles may be generic.
- Non Key Administrative staff - List position titles of all non key administrative staff (i.e. financial, clerical, etc.) in the program service. These titles may be generic.

2. **FTE for Program**

- Key Administrative Staff - For each Position Title listed, enter the Program Service full-time equivalent. The full time equivalent is based on the hours worked in this program service only, according to the agency standard work week.
- Direct Care Staff - For each Position Title listed, enter the Program Service full-time equivalent. The full time equivalent is based on the hours worked in this program service only, according to the agency standard workweek. Combine all FTE's of the same generic Position Title on one line.
- Non Key Administrative staff - For each Position Title listed, enter the Program Service full-time equivalent. The full time equivalent is based on the hours worked in this program service only, according to the agency standard workweek. Combine all FTE's of the same generic Position Title on one line.

3. **Total Annual Salary**

- Key Administrative Staff - Enter the total annual salary for each position title listed.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

PERSONNEL FORM INSTRUCTIONS continued

- Direct Care Staff - Enter the total annual salary of all generic position titles listed.
- Non Key Administrative staff - Enter the total annual salary of all generic position titles listed.

4. **Salary Allocated to Program**

- Key Administrative Staff - Enter the salary amount of each position title that is allocated to the program service.
- Direct Care Staff - Enter the salary amount of all generic position titles that are allocated to the program service.
- Non Key Administrative staff - Enter the salary amount of all generic position titles that are allocated to the program service.

5. **Salary Allocated to BEAS**

- Key Administrative Staff only – Enter the salary amount of each position title that is funded by BEAS under this program. Do not provide this information for Direct Care and Non Key Administrative Staff (gray area).

State of New Hampshire
Division of Community Based Care
Bureau of Elderly and Adult Services

Personnel Form - Program Personnel Costs Budget By Service	
Agency Name	
Program Service Name	

	SFY 2008 7/1/07 - 6/30/08				SFY 2009 7/1/08 - 6/30/09			
	FTE for Program	Total Annual Salary	Salary Allocated To Program	Salary Allocated To BEAS	FTE for Program	Total Annual Salary	Salary Allocated To Program	Salary Allocated to BEAS
Position Title								

Key Administrative Staff								
Direct Care Staff								
Non Key Admin. Staff								

Total Personnel Costs		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
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State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

**PROGRAM BUDGET
INSTRUCTIONS**

The Program Budget is designed to reflect the annual State Fiscal Year operating costs and revenues of each total program service, not just the portions of the program service supported by BEAS funding. **Complete a Program Budget for each program service for each fiscal year of the biennium period as follows:**

1. **COSTS:** For each of the cost categories listed, in the amount column enter the total costs for the entire Program Service for which funding support is being requested.

Salaries & Benefits: If you are completing this form using an electronic version, the Personnel Salaries FTE and salary amount from the Personnel Form will be automatically calculated and entered in the appropriate fields under Personnel Salaries. You will need to enter the Fringe Benefits & Payroll Taxes associated with these personnel salaries. If you are completing the forms manually, you will need to enter both salaries and benefits manually. The FTE and Personnel Salaries should correspond with the figures reported on the Personnel Form

Food: Costs for food, cooking materials, and other resources (other than staff compensation) required for the planning, preparation and serving of meals for the Program Service.

Subcontracts: Costs for Program Services which are a primary and integral part of the total program but which are furnished to the program, under contract, by a separate program of another provider.

Other: Costs for all other direct program costs not listed above.

Occupancy: Costs associated with occupancy, furnishing and maintenance of program facilities, including all utilities (other than telephone), contracted housekeeping, laundry, contracted grounds keeping, routine repair and maintenance, lease and routine replacement (depreciation and finance charges only) of program furnishings and equipment, property and general liability insurance, real estate taxes or payments in lieu of taxes, and all other such expenses.

Agency Administrative Support: This category is for expenses which cross all agency programs and cannot be directly associated with one program or a combination of programs. It includes all expenses reasonably necessary for the policy making, management, and administration of the provider organization as a whole and all other agency activities. It may include office supplies and materials, leasing or routine replacement (depreciation and finance charges only) of office equipment, telephone, costs related to occupancy of administrative premises, advertising and recruitment, postage, printing and reproduction, administrative and support staff training and travel, officer/director/trustee compensation, parent organization costs, legal, auditing, management consultants and other professional fees, working capital interest, directors and officers insurance, and all other similar or related expenses that are not directly attributed to one or more programs. Indirect Costs shall not exceed 10% of total costs, if a bidder requests an indirect cost of greater than 10%, a waiver may be considered.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

PROGRAM BUDGET INSTRUCTIONS continued

2. **REVENUES:** For each of the revenue categories listed, in the amount column enter the budgeted revenue for the entire Program Service for which funding support is being requested

Federal and State Revenues: Enter the amount of federal and state revenue you are requesting from each of the applicable listed funding sources.

Other Revenue: Enter the amount of revenue you are requesting from all other funding sources.

In kind Revenue: Enter the amount of in kind revenue being contributed to support the entire Program Service. Examples of in kind revenue are occupancy and volunteers.

Total Program Revenues: This is the proposed revenues and should be equal to the Total Program Costs.

3. **TITLE III SOURCE OF FUNDS MATCHING REQUIREMENT; For Title III Services only local share of matching funds must be at least 10% of Title III funds.** Identify the source and amounts of local share match revenue to meet Title III requirements.

AN EXAMPLE OF LOCAL SHARE MATCH REQUIREMENT AMOUNT:

Agency "A" received \$9,000 Title IIIB funds for contract period 7/01/2007 – 6/30/2008
Total IIIB cost is \$9,000/90% = \$10,000
Local Share match requirement is \$10,000 X 10% = \$1,000

Agency A must show match revenue of at least \$1,000. This amount can be local share, i.e. town, county, United Way, fund raising, Title III donations, other or in-kind match.

Please note **in-kind match cannot be more than 50% of your total local share match requirement.**

For example, Agency "A" in-kind match cannot be more than \$500 (\$1,000.00 X 50%). The remaining \$500 must be cash. Also, **other federal funds, such as Title XX, Title XX client fees and USDA reimbursement cannot be used to meet your match requirements.**

4. **PROGRAM CAPACITY:**

Total Program Capacity: Report the operating capacity of the entire Program Service; i.e. total number of units.

Unit Type: Report the type of unit; i.e. hour, day, meal

5. **BUDGET NARRATIVE:** Please provide a brief budget narrative describing the costs and revenues associated with each budget line item. Identify subcontractors by name and purpose.

State of New Hampshire
Division of Community Based Care
Bureau of Elderly and Adult Services

Program Budget Form - Program Costs & Revenues Budget By Service

Agency Name	
Program Service Name	

Program Component	SFY 2008 7/1/07 - 6/30/08		SFY 2009 7/1/08 - 6/30/09	
	FTE	Amount	FTE	Amount

COSTS

Salaries & Benefits

Personnel Salaries				
Fringe Benefits & Payroll Taxes				
Subtotal Salaries & Benefits				

Other Direct Costs

Food				
Subcontracts				
Other				
Subtotal Other Direct Costs		\$ -		\$ -

Occupancy

Subtotal Program Costs		\$ -		\$ -
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Agency Admin. Support

TOTAL PROGRAM COSTS		\$ -		\$ -
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REVENUES

Federal & State Revenues

Title IIIB - OAA Non-Protective				
Title IIIB - OAA Protective				
Title IIIC - OAA Non-protective				
Title IIIC - OAA-Protective				
Title IIIE - OAA (Caregiver Support)				
Title XX - SSBG - Non Protective				
Title XX - SSBG - Protective				
NH General Funded Meals				
Other NH General Funds (RSVP, Foster Grandparents, etc				
USDA Reimbursement				
Other (specify)				
Total Federal & State Revenues		\$ -		\$ -

Other Revenues

County				
Towns/Cities				
United Way				
Client Donations				
Fundraising & Contributions				
Other (specify)				
Total Other Revenues		\$ -		\$ -

Inkind Revenue

TOTAL PROGRAM REVENUES		\$ -		\$ -
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**TITLE III SOURCE OF FUNDS
MATCHING REQUIREMENT**

For the above Title IIIB and Title IIIC revenue sources, identify the sources and amounts of the non-federal 10% match requirement.

Title IIIB				

Title IIIC

PROGRAM CAPACITY

Total program capacity (# of units)				
Unit type (e.g. hour, day, meal)				

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

**Civil Rights & Americans Disabilities Act
Information**

a. Does the agency have a non-discrimination notice posted in client service areas?

Yes _____ No _____

b. Does the agency have a procedure for obtaining race/ethnic data?

Yes _____ No _____

c. Does the agency have a procedure for obtaining primary language data?

Yes _____ No _____

d. Are the agency facilities handicapped accessible?

Yes _____ No _____

e. If not handicapped accessible, is an alternate site that is handicapped accessible available?

Yes _____ No _____

f. Does the agency have a procedure for communicating with persons with Limited English Proficiency (LEP)?

Yes _____ No _____

g. Does the agency have a procedure for communicating with handicapped persons?

Yes _____ No _____

h. Does the agency have a procedure to comply with the Drug-Free Workplace

requirements under the Drug-Free Workplace Act of 1988?

Yes _____ No _____

i. Is the agency a Minority Provider? (A non-profit whose controlling board is comprised of 51% minority individuals, a business concern that is 51% owned by minority individuals or a publicly owned business which has 51% of its stock owned by minority individuals.)

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of Attorney General requires that the Request for Proposal (RFP) package inform all Bidders of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select ONE of the three checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire.

		Select one
1	The contractor certifies that it IS a 501 © (3) contractor whose <u>annual</u> total amount of contract work with the State of New Hampshire does <u>not</u> exceed \$500,000.	
2	The contractor certifies that IS a 501 © (3) contractor whose <u>annual</u> total amount of contract work with the State of New Hampshire <u>equals or exceeds</u> \$500,000.	
3	The contractor certifies that it is NOT a 501 © (3) contractor.	
	Signature and Title and Date	

INSURANCE REQUIREMENTS for selection # 1 – Per RSA 21-1: 13, XIV. The general liability insurance provision for standard state contracts, requires any contractor who qualifies for nonprofit status under section 501 © (3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000 to have:

- Comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

INSURANCE REQUIREMENTS for selection # 2 or # 3 – Per Agreement (P-37) General Provisions, 14.1 and 14.1.1. Insurance and Bond: 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, both for the benefits of the State, the following insurance:

- 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 incident or occurrence. *The State of New Hampshire MAY modify these amounts upon approval of the Attorney General.*

SUBMIT THIS SIGNED FORM WITH YOUR PROPOSAL IN ADDITION TO THE FOLLOWING:

A **current** Certificate (ACORD) of Comprehensive General Liability and Worker's Compensation Insurance coverage. The Certificate Holder shall be identified as NH Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301-3857, with a 10 day Notice of Cancellation.

NOTE: If your policy expires prior to submittal of your contract to Governor and Council, forward a current ACORD form to be included with the contract package.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

ATTACHMENT SECTION: OTHER

1. **Exhibit A LEGAL SERVICES Specifications/Scope of Service**
2. **Quarterly Program Service Report with instructions**
3. **Sample Contract Documents** are available for your review and are **not to be executed** and returned with your proposal.
 1. General Provisions, State Contract (P-37).
 2. Exhibit B, Terms of Payment
 3. Exhibit C Special Provisions
 4. Exhibit C-1 Additional Special Provisions

BEAS will send you the above items 1-4 plus an Abstract of Corporate Vote template to execute when a contract has been awarded. The following certificates will be included in the contract and are available to Bidder upon request.

1. Exhibit D Certification Regarding Drug-Free Workplace Requirements
2. Exhibit E Certification Regarding Lobbying
3. Exhibit F Certification Regarding Debarment, Suspension, and other Responsibility Matters
4. Exhibit G Certification Regarding the Americans With Disabilities Act Compliance.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

EXHIBIT A
LEGAL SERVICES
SCOPE OF SERVICE/ SPECIFICATIONS

SERVICE/PROGRAM DESCRIPTION

- I. Legal service are provided to meet the needs of those individuals who require the assistance of a lawyer or paralegal and who meet Title III Older American Act requirements which stipulate that participants must be age sixty (60) or older and have the greatest economic and/or social needs. Outreach efforts are provided to increase awareness of legal rights and availability of services.

Educational workshops/training and promotional efforts shall increase knowledge and awareness of issues specific to the needs and concerns of Long Term Care facilities, residents, and their families.

GOALS

- II. One of the following goals is anticipated from the provision of this service: secure and maintain maximum independence and dignity in a home environment for older individuals capable of self-care with appropriate supportive services; removal of individual and social barriers to economic and personal independence for older individuals and provide a continuum of care for the vulnerable elderly.

REQUIREMENTS

BIDDERS SHALL ADDRESS EACH OF THE SPECIFICATIONS IDENTIFIED BELOW.

The Contractor agrees to:

- III. Provide Legal services for adults age sixty (60) and over that have the greatest economic and/or social needs and will provide statewide access through a toll free line. Additionally, create increased awareness of legal rights and the availability of legal services through community outreach and education to New Hampshire seniors and their service providers, by means of pamphlets and other written materials. Legal services shall include legal advice, counseling and litigation services by attorneys or trained paralegals. Concerns addressed shall include civil matters such as consumer and employment problems, administrative matters, health care, public and private housing, family problems, tax and financial counseling, food stamps, public assistance benefits, and utility shut-off, nursing facility and assisted living/residential care facilities problems. Attorneys may provide eligible seniors with legal representation at hearings or in court. Additionally, complete an examination of RSA 464-A Guardians and Conservators to determine whether revision(s) to the statute could provide increased financial protection for elderly persons under guardianship. Provide a final report and written recommendations to BEAS by June 30, 2007.
- IV. Work in conjunction with the Office of the Long-Term Care Ombudsman to educate and increase awareness of issues and concerns specific to long-term care facilities, residents and their families, such as, discharge/transfer of residents, bedhold, reserved bed days, and limitations on the scope and authority of the Power of Attorney-Healthcare, by providing educational programs/workshops and through various promotional efforts, including

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

pamphlets and public service announcements dealing with these issues, with prior approval of the Long Term Care Ombudsman.

- V. Review long-term care facility discharge and transfer notices, received by the Office of the Long Term Care Ombudsman, to determine their legal sufficiency.
- VI. Determine eligibility as specified in the Older Americans Act of 1965 as amended; maintain confidential participants' records, maintain financial records, submit monthly invoices and a Quarterly Program Service Report.
- VII. Obtain client feedback as to the quality of services provided and report the outcome to BEAS in the Quarterly Program Service Report due January 15, 2008 and January 15, 2009 and to participate in any future Quality Assurance Measures adopted by the Bureau of Elderly and Adult Services.
- VIII. Performance Measures.

BEAS has identified the following Benchmarks that indicate the degree of success of the contractor's performance. The Contractor shall complete a Quarterly Program Service Report, which is the means by which the program outcomes are reported to BEAS. The Contractor shall identify and explain in the Quarterly Program Service Report, any variance between targeted/contracted program measures and actual outcomes and provide a detailed action plan with a time line to meet targeted/contracted goals.

Program Measures	BEAS Benchmark
Number of Clients that received legal services	90% of projected/targeted clients received legal services.
Quality of Service	90% of client feedback is positive.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

QUARTERLY PROGRAM SERVICE REPORT		
GENERAL INSTRUCTIONS		
Quarterly Reports are required to be submitted as follows:		
Contract Dates: July 1, 2007 to June 30, 2009		
REPORT	PERIOD REPORTING	DUE DATES
1st Quarter - Sections I-X (Section IV 1 st Quarter only)	July 1, 2007-September 30, 2007	October 15, 2007
2nd Quarter - Sections I-X	October 1, 2007 - December 31, 2007	January 15, 2008
3rd Quarter - Sections I-X	January 1, 2008 - March 31, 2008	April 15, 2008
4th Quarter - Sections I-X	April 1, 2008 - June 30, 2008	July 15, 2008
REPORT	PERIOD REPORTING	DUE DATES
1st Quarter - Sections I-X (Section IV 1 st Quarter only)	July 1, 2008-September 30, 2008	October 15, 2008
2nd Quarter - Sections I-X	October 1, 2008 - December 31, 2008	January 15, 2009
3rd Quarter - Sections I-X	January 1, 2009 - March 31, 2009	April 15, 2009
4th Quarter - Sections I-X	April 1, 2009 - June 30, 2009	July 15, 2009

Submit one quarterly program service report for each service contracted. Do not submit a report for each funding source. For example, if your agency is contracted for Homemaker funding with both Title III-B and Title XX funding and Home Health Aide with Title III-B funding, two reports are to be submitted: one for Homemaker and one for Home Health Aide.

Section I -Expenses - Report total expenses incurred for identified program service for each quarterly report.

Section II - Revenue - Report funds received from BEAS on a cash basis. **For Title III services only** local share of matching funds must be at least 10% of Title III funds. This is important. **Your agency must match Title III funding to be in compliance with your contract**

An example of local share match requirement amount is as follows:

Agency "A" received \$9,000 Title IIIB funds for contract period 7/01/2005 - 6/30/2006
Total Title IIIB cost is \$9,000 / 90% = \$10,000
Local share match requirement is \$10,000 X 10 % = \$1,000

Based on your budget submitted, please note that we have modified the quarterly reports to reflect new reporting requirements for Title III Protective and Non-Protective services.

Agency "A" must show match revenue of at least \$1,000. This amount can be local share, i.e. town, county, United Way, fundraising, voluntary Title III donations or contributions, or in-kind match.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

QUARTERLY REPORT INSTRUCTIONS continued

Please note in-kind match cannot be more than 50% of your total local share match requirement. For example, Agency “A” in-kind match cannot be more than \$500 (\$1,000 x 50%). The remaining \$500 must be cash. Also, other federal funds, such as Title XX, Title XX client fees and NSIP reimbursement cannot be used to meet your match requirement.

Section III - Actual Units of Services - Report the targeted/contracted units for each funding source that you submitted with your proposal. Report actual units served for each funding source for the reporting period. Cost per Unit - Calculate cost per unit by dividing the total program service by the total number of units served.

Calculate the variance between targeted/contracted and actual outcomes by dividing the actual units served by the targeted/contracted units projected. If your variance is less than the Benchmark required in your contract in Exhibit A, please provide an explanation in the box as to a timeline and action plan.

Section IV - Projected Units of Services-Report the projected number of units you anticipate serving for the 2nd, 3rd and 4th quarters, periods ending December 31st, March 31st, and June 30th. This information will be used to adjust payments and/or contract units within the fiscal year and should be reported on the September 30th report only.

Section V - Unduplicated Number of Clients Served - Report the targeted/contracted of unduplicated clients for each funding source that you submitted with your proposal. Report the number of unduplicated clients served for each applicable funding source. For the 1st quarter of the SFY include **all** eligible clients being served. For each subsequent quarter, report only the **new** clients added during the quarter.

Calculate the variance between targeted/contracted and actual outcomes by dividing the actual unduplicated number of clients by the targeted unduplicated number of clients. If your variance is less than the Benchmark required in your contract in Exhibit A, please provide an explanation in the box as to a timeline and action plan.

Section VI - Eligible Clients - Please identify the number of Title XX, Title III, general funded eligible and other non-eligible clients who received services but not with BEAS funds. Please report this information quarterly

Section VII - Unmet Need – To help us understand future social service needs, please provide the number of clients you can identify as needing services but were not able to provide these services due to lack of funding, staffing issues or other reasons.

Section VIII - Wait List - Complete each quarter by reporting the number of clients that you have on a waiting list. An explanation as to the time frame and action plan for being able to provide service to these clients is needed.

Section IX - Quality of Services- Provide a brief summary of client feedback re: quality of services compiled before December 31st. If the outcome does not meet BEAS benchmark as required in the contract, please provide an action plan to improve service.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

QUARTERLY REPORT INSTRUCTIONS continued

Section X Other Program Measures Review Exhibit A in your contract to identify any other program measures that require reporting.

The Bureau of Elderly and Adult Services requires provider completion of the Quarterly Program Service Report as part of its standard contract requirements as outlined in Exhibits A and Exhibit B. Under Federal regulations BEAS must submit a summary of the quarterly reports by the end of the month following the reporting periods ending March 31st and September 30th. In addition the information provided will assist BEAS in the budget process, assessment of future needs, and adjustments to current contracts and or units. This report also serves as the means to track and report on contract performance. Your cooperation in meeting the reporting requirements and deadlines will help assure our continued success in meeting the needs of the elderly and disabled residents of New Hampshire.

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

NEW HAMPSHIRE BUREAU OF ELDERLY & ADULT SERVICES
QUARTERLY PROGRAM SERVICE REPORTS - Revenues and Expenses

Agency Name	-		
Program Service Name	-		
For the Period	-	through	-

Section I - EXPENSES					Year To Date
EXPENSES	July 1 - Sep 30	Oct 1 - Dec 31	Jan 1 - Mar 31	Apr 1 - Jun 30	Totals
Total Costs					0

Section II - REVENUES					Year To Date
REVENUE	July 1 - Sep 30	Oct 1 - Dec 31	Jan 1 - Mar 31	Apr 1 - Jun 30	Totals
Federal & State Revenues					
Title IIIB - OAA - Non Protective					0
Title IIIB - OAA - Protective					0
Title IIIC - OAA - Non Protective					0
Title IIIC - OAA - Protective					0
Title IIIE - OAA (Caregiver Support)					0
Title XX - SSBG - Non Protective					0
Title XX - SSBG - Protective					0
NH General Funded Meals					0
Other NH General Funds (RSVP, Foster Grandparent, etc)					0
NSIP Reimbursement					0
Other (specify)					0

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

REVENUE & EXPENSES continued					0
Other Revenues					
County					0
Towns/Cities					0
United Way					0
Fundraising & Contributions					0
Other (specify)					0
					0
Inkind Revenue					
Occupancy					0
Volunteers					0
Other In-Kind					0
Client Donations/Fees					
Title III Donations					0
Title XX Client Fees					0
Other (please specify)					0
					0
Total Revenues	0	0	0	0	0

Name & Title of Person Completing this Report

Date

Director's Signature

Date

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

NEW HAMPSHIRE BUREAU OF ELDERLY & ADULT SERVICES
QUARTERLY PROGRAM SERVICE REPORTS - Units Served

Agency Name			
Program Service Name			
For the Period		through	

Section III – Program Measures/Outcome	Units Served by Funding Source								Year To Date	
FUNDING SOURCES	July 1 - Sep 30		Oct 1 - Dec 31		Jan 1 - Mar 31		Apr 1 - Jun 30		Totals	
	Target/ Contract	Actual	Target/ Contract	Actual	Target/ Contract	Actual	Target/ Contract	Actual	Target/ Contract	Actual
Title IIIB - OAA - Non Protective									0	0
Title IIIB - OAA - Protective									0	0
Title IIIC - OAA - Non Protective									0	0
Title IIIC - OAA - Protective									0	0
Title IIIE - OAA (Caregiver Support)									0	0
Title XX - SSBG - Non Protective									0	0
Title XX - SSBG - Protective									0	0
NH General Funded Meals									0	0
Other NH General Funds (RSVP, Foster Grandparents, etc)									0	0
Other (specify)									0	0
Total Units	0	0	0	0	0	0	0	0	0	0
Cost Per Unit										

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

UNITS SERVED continued

Variance between Targeted and Actual Outcomes	Jul 1 - Sep 30	Oct 1 - Dec 31	Jan 1 - Mar 31	Apr 1 - June 30	Total YTD
Title IIIB - OAA - Non Protective					
Title IIIB - OAA - Protective					
Title IIIC - OAA - Non Protective					
Title IIIC - OAA - Protective					
Title IIIE - OAA (Caregiver Support)					
Title XX - SSBG - Non Protective					
Title XX - SSBG - Protective					
NH General Funded Meals					
Other NH General Funds (RSVP, Foster Grandparents, etc)					
Other (specify)					

Identify and explain variance between targeted and actual outcomes and provide a detailed timeline and action plan to meet targeted goals.

--

Name & Title of Person Completing this Report

Date

Director's Signature

Date

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

**NEW HAMPSHIRE BUREAU OF ELDERLY & ADULT
SERVICES
QUARTERLY PROGRAM SERVICE REPORTS – Projected
Units**

AGENCY NAME	
PROGRAM SERVICE NAME	
For the Period	

Section IV is to be used to adjust payment and/or contract units within fiscal year. **YOU ONLY NEED TO DO PROJECTIONS FOR THE LAST THREE QUARTERS**

**Section IV Projected Units of
Service**

FUNDING SOURCE	Jul 1 - Sep 30	Oct 1 - Dec 31	Jan 1 - Mar 31	Apr 1 - June 30	Total YTD
Title IIIB - OAA - Non Protective					
Title IIIB - OAA - Protective					
Title IIIC - OAA - Non Protective					
Title IIIC - OAA - Protective					
Title IIIE - OAA (Caregiver Support)					
Title XX - SSBG - Non Protective					
Title XX - SSBG - Protective					
NH General Funded Meals					
Other NH General Funds (RSVP, Foster Grandparents, etc)					
Other (specify)					

Total Units

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

NEW HAMPSHIRE BUREAU OF ELDERLY & ADULT SERVICES
QUARTERLY PROGRAM SERVICE REPORTS - Units Served

Agency Name		
Program Service Name		
For the Period		through

Section V – Program Measures/Outcome	Unduplicated # Clients Served by Funding Source								Year To Date	
# BEAS clients served	July 1 - Sep 30		Oct 1 - Dec 31		Jan 1 - Mar 31		Apr 1 - Jun 30		Totals	
FUNDING SOURCES	Target/Contract	Actual	Target/Contract	Actual	Target/Contract	Actual	Target/Contract	Actual	Target/Contract	Actual
Title IIIB - OAA - Non Protective									0	0
Title IIIB - OAA - Protective									0	0
Title IIIC - OAA - Non Protective									0	0
Title IIIC - OAA - Protective									0	0
Title IIIE - OAA (Caregiver Support)									0	0
Title XX - SSBG - Non Protective									0	0
Title XX - SSBG - Protective									0	0
NH General Funded Meals									0	0
Other NH General Funds (RSVP, Foster Grandparents, etc)									0	0
Other (specify)									0	0
	0	0	0	0	0	0	0	0	0	0
Total # of <u>NEW</u> clients for the quarter										

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

CLIENTS SERVED continued

Variance between Targeted and Actual Outcomes	Jul 1 - Sep 30	Oct 1 - Dec 31	Jan 1 - Mar 31	Apr 1 - June 30	Total YTD
Title IIIB - OAA - Non Protective					
Title IIIB - OAA - Protective					
Title IIIC - OAA - Non Protective					
Title IIIC - OAA - Protective					
Title IIIE - OAA (Caregiver Support)					
Title XX - SSBG - Non Protective					
Title XX - SSBG - Protective					
NH General Funded Meals					
Other NH General Funds (RSVP, Foster Grandparents, etc)					
Other (specify funding/program source)					

Identify and explain variance between targeted and actual outcomes and provide a detailed timeline and action plan to meet targeted goals.

Name & Title of Person Completing this Report

Date

Director's Signature

Date

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

**NEW HAMPSHIRE BUREAU OF ELDERLY & ADULT SERVICES
QUARTERLY PROGRAM SERVICE REPORTS - Unmet Needs**

Agency Name			
Program Service Name			
For the Period		through	

Section VI - Other Performance Data	Eligible Title III or XX clients served with non BEAS funds				
This number should represent the number reported for Clients served with other funds in Section IV	July 1 - Sep 30	Oct 1 - Dec 31	Jan 1 - Mar 31	Apr 1 - Jun 30	Total
# of Eligible Title XX Clients					0
# of Eligible Title III Clients					0
# of Eligible General Funds Clients					0
# of Non Eligible Clients					0
Total Clients Served	0	0	0	0	0

Section VII - Other Performance Data	Unmet Need				
Number of Clients not served by your Agency because of the following:	July 1 - Sep 30	Oct 1 - Dec 31	Jan 1 - Mar 31	Apr 1 - Jun 30	Total
Insufficient Funding					0
Staffing Issues					0
Other (please identify)					0
					0
Total number of clients not served:	0	0	0	0	0

Name & Title of Person Completing this Report
Director's Signature

Date
Date

State of New Hampshire
Division of Community Based Care Services
Bureau of Elderly and Adult Services

**NEW HAMPSHIRE BUREAU OF ELDERLY & ADULT SERVICES
QUARTERLY PROGRAM SERVICE REPORTS – Other Program
Measures/outcomes**

Agency Name			
Program Service Name			
For the Period		through	

Section VIII – Program Measures/Outcome	Clients remaining on Wait List				
Of the clients reported above, were any placed on a waiting list?	July 1 - Sep 30	Oct 1 - Dec 31	Jan 1 - Mar 31	Apr 1 - Jun 30	Total
Total number of Protective clients on Wait List					0
Total					0
					0

Please provide a plan of action and a time frame for providing services to these clients:

Section IX – Program Measures/Outcomes	Quality of Service Performance
Provide a brief summary of client feedback re: quality of services, compiled on before December 31 st .	
If the outcome does not meet BEAS Benchmark identified in Exhibit A of the contract, provide an action plan to improve service quality.	

Section X – Other Program Measures	Report as identified in Exhibit A of the contract.

Name & Title of Person Completing this Report

Date

Director's Signature

Date

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No.	1.6 Completion Date	1.7 Audit Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____			
On _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____			
1.18 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those 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 1.5 in the event funds in that account are reduced or unavailable.			

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

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 RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything 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 of these general provisions.

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 vendor 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 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 (41C.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 and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 The Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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.

8. EVENT OF DEFAULT, REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant 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; and

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; and

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

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 On and after the Effective Date, 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 RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require 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 to the Services, the Contractor shall deliver

to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in 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, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or 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 shall survive the termination of this Agreement.

14. INSURANCE AND BOND.

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, both for the benefit of the State, 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 incident; and

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

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **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, or any subsequent Event. No express failure of 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 default on the part of the Contractor.

16. **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, above.

17. **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 Council of the State of New Hampshire.

18. **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.

19. **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.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **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 understanding.

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

State of New Hampshire
Division of Community Based Care
Bureau of Elderly and Adult Services

EXHIBIT B

PURCHASE OF SERVICES

Agency Name:_____

Program Period:_____ through

(1) Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, at the following rate(s):

(2) It is understood that in no event shall the total payments made by the Bureau of Elderly and Adult Services under this Agreement exceed the sum of \$ X.

(3) The Contractor will submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay the Contractor one twelfth of the contract amount or the amount of the invoice which has been approved by the Bureau of Elderly and Adult Services. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.

(4) Invoices shall be due by the 15th of the month following the month in which services are provided.

(5) The Bureau of Elderly and Adult Services may make an adjustment of the payment amount and/or a suspension of the one twelfth payment amount if any of the following occur: Invoices are received over a two month period after the due date identified in paragraph (4). The Quarterly Program Service Reports or missing client invoices are not submitted in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services.

(4) DRAFT CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES (FOR TITLE III, GENERAL FUNDS

The Contractor shall complete and submit a signed DRAFT CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Bureau of Data Management.

Draft Contract Service Non Client Specific Invoices shall be sent to:

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

**EXHIBIT C
SPECIAL PROVISIONS**

1. PROVIDERS OBLIGATIONS: The Provider covenants and agrees that all funds received by the Provider under the Agreement shall be used only as payment to the Provider for services provided to eligible individuals and in the furtherance of the aforesaid covenants the Provider 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: (Social Service Block Grant).

4. DOCUMENTATION: In addition to the determination forms required by the Department, the Provider 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 Provider shall furnish the Department with all forms and documentation regarding eligibility determinations which 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 reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. CONDITIONS OF PURCHASE AND PAYMENT TO CONTRACTOR:

RETROACTIVE PAYMENTS: Notwithstanding anything to the contrary contained in the Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any Services provided to any individual prior to the Agreement and no payments shall be made for expenses incurred by the Contractor for any Services provided prior to the date on which the individual applies for Services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. CONDITIONS OF PURCHASE: Notwithstanding anything to the contrary contained in the Agreement, 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 Providers Costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such Service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Agreement or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such Costs, or has received payment in excess of such Costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

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

7.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of Costs;

7.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Provider is permitted to determine the eligibility of individuals for Services, the Provider agrees to reimburse the Department for all funds paid by the Department to the Provider 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. (Social Services Block Grant).

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

8. MAINTENANCE OF RECORDS: In addition to the eligibility records specified above, the Provider covenants and agrees to maintain the following records during the Program Period:

8.1 FISCAL RECORDS: Books, records, documents and other data evidencing and reflecting all Costs and other expenses incurred by the Provider in the performance of the Agreement, and all income received or collected by the Provider during the Program Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such Costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2 STATISTICAL RECORDS: Program statistical and enrollment, attendance or visit records for each recipient of Services during the Program Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of Services and all invoices submitted to the Department to obtain payment for such services.

8.3 MEDICAL RECORDS: Where appropriate and as prescribed by the Department regulations, the Provider shall retain medical records on each patient/recipient of Services. (Social Services Block Grant).

9. AUDIT AND REVIEW: During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts.

10. AUDIT LIABILITIES: In addition to and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken or which have been disallowed because of such an exception.

11. AUDIT: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and other Nonprofit 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.

12. CONFIDENTIALITY OF RECORDS: All information, reports, and records maintained hereunder or collected in connection with the performance of the Services and the Agreement shall be confidential and shall not be disclosed by the Provider, 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 Agreement; 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 Agreement for any reason whatsoever.

13. REPORTS: FISCAL AND STATISTICAL: The Contractor agrees to submit the following reports at the following times if requested by the Department.

13.1 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.

13.2 FINAL REPORT: A final report shall be submitted within thirty (30) days after the end of the term of this Agreement. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward to goals and objectives stated in the Proposal and other information required by the Department.

14. COMPLETION OF SERVICES: DISALLOWANCE OF COSTS: Upon the purchase by the Department of the maximum number of Units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

15. CREDITS: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the Services or the Agreement shall include the following statement:

15.1 The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Elderly and Adult Services with funds provided in part by the United States Department of Health and Human Services and the Older Americans Act.

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 provider 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 Agreement 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. DISCLOSURE OF INFORMATION BY THE PROVIDER: Where the services to be provided hereunder include medical or remedial care or health-related homemaker services, the Provider, in providing such Services, covenants and agrees to comply with the requirements regarding submission of certain information concerning ownership and control interests of the Provider and business transactions by the Provider.

SPECIAL PROVISIONS

DEFINITIONS: As used in the Agreement, 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.

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

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

UNIT: For each Service which 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 Agreement.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Agreement, 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.

COMPREHENSIVE PLAN: shall mean that Comprehensive Annual Service Program Plan prepared by the state and describing the services to be performed and program goals, and describing the objectives to be achieved as part of that performance, the eligible individuals to be served, and the availability of services.

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

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

EXHIBIT C-1
ADDITIONAL SPECIAL PROVISIONS

1) Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement 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.

2) Retroactive Payments-Individual Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement 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.

3) Retroactive Payments-Contractor Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

4) Audit Requirement

On or before the date set forth in Section 1.7 of these General Provisions, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

5) Credits

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of (name), with funds provided in part

State of New Hampshire
Division of Community Based Care
Bureau of Elderly and Adult Services

EXHIBIT C-1 continued

or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)”

6) Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

7) Funding Level

The dollar amount of this contract, identified in the General Provision (P-37), Price Limitation, and further detailed in Exhibits A and B, of this contract, is based upon and subject to passage of the funding levels for these programs contained in the Governor's proposed State Budget for State Fiscal Years 2008 and 2009. If the State Budget for State Fiscal Year 2008 and State Fiscal Year 2009 is not approved at this proposed level, the funding level of this contract will be adjusted accordingly.

8) Termination of Services

The Contractor should note in the event that services are terminated for any reason by the Contractor, at least a ninety (90) day prior written notice addressed to the Bureau Chief, Bureau of Elderly and Adult Services is required.

9) Contract Amendments

The Bureau of Elderly and Adult Services may adjust (increase/decrease) the contract amount during the contract period based on program performance, fiscal expenditure, and contract requirements. If the action taken requires a contract amendment, it shall be submitted to Governor and Executive Council for approval.

10) Criminal Background and Adult Protective Service Registry Checks.

Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.