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

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

Sheri Rockburn
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
Fax: 603-271-5058 TDD Access: 1-800-735-2964

May 28, 2014

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

100% General

Requested Action

- 1. Authorize the Department of Health and Human Services, Division of Community Based Care Services to amend an agreement, purchase order number 1009018, with Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, New Hampshire 03570, vendor code 177195, to provide public guardianship services by increasing the price limit by \$402,142.09 from \$1,598,081 to an amount not to exceed \$2,000,223.09, and extending the completion date to June 30, 2015, effective July 1, 2014 or date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on June 23, 2010, item # 129, and subsequently amended on June 8, 2011, item # 125, June 20, 2012, item # 81, and June 19, 2013, item # 111. Funds are available in the following account in State Fiscal Year 2015:

05-95-92-920010-7002 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, LEGAL-GUARDIANSHIP SVCS

Table with 7 columns: Fiscal Year, Class/Object, Class Title, Current Modified Budget, Increase (Decrease) Amount, Revised Modified Budget. Rows show data for years 2011 through 2015, with a total row at the bottom.

- 2. Contingent upon approval of Requested Action #1, authorize an advance payment up to a maximum of one-sixth of the contract price limitation, equal to \$64,180.

Explanation

The purpose of this request is to extend an agreement with Tri-County Community Action Program, Inc. to provide guardianship and protection, on a statewide basis, to persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs. These services are needed to meet the State's statutory obligations to safeguard incapacitated persons in the state institutions as well as in

community mental health and developmental service programs. It also carries out the requirements of RSA 135-C: 60, and RSA 171-A: 10, II. Tri-County Community Action Program, Inc. pursuant to RSA 547-B: 6 has been designated by the New Hampshire Supreme Court as an approved organization for the purpose of providing guardianship and protection services pursuant to RSA 464-A. This contract shall provide for guardianship services for up to 288 cases during the contract period. The emphasis in providing such services shall be to ensure that the guardianships maintained and sought shall be limited in accordance with the standards embodied in RSA 464-A.

The advance payment shall allow Tri-County Community Action Program, Inc. to meet its operating obligations while providing services during the initial two months of this agreement.

Using a public notice posted on the Department of Health and Human Services website on February 22, 2010, as RFP Number 11-DCBCS-GPS-01, the Division of Community Based Care Services requested proposals for providing public guardianship services in the State. Five renewals of one year each are possible at the Department's discretion. Tri-County Community Action Program, Inc. responded by submitting a proposal to provide public guardianship services to people with a mental illness, or a developmental disability who are eligible for State-funded services. Tri-County Community Action Program, Inc. was one of two agencies to apply to provide public guardianship services.

A competitive review process was utilized to evaluate all proposals submitted by the deadline. Participants in the review process included DHHS staff from the Bureau of Behavioral Health, the Bureau of Developmental Services, and the Office of Client and Legal Services. This process involved an assessment of the proposals submitted including an evaluation of scope of work, bidder background and experience, and the cost proposal. Both proposals submitted for fiscal year 2011 scored over the required minimum.

Based on a favorable review of the above by the review team, and because Tri-County Community Action Program, Inc. has in previous contracts amply demonstrated its ability to provide high-level public guardianship services to clients and the community served, DCBCS requests this contract be extended for one year to allow Tri-County Community Action Program, Inc. to continue providing services. This will serve as the fourth renewal allowed under this contract.

This agreement also includes a line item for mentoring services and training. Mentoring services are provided to family members who are willing to serve as guardian but who require a period of support. Providing this support shall obviate need for a public guardian in these cases and shall thereby save the State from paying the cost of a permanent public guardianship.

Should Governor and Council determine not to approve this request, the Division of Community Based Care Services would be out of compliance with the requirements of RSA 135-C: 60, and RSA 171-A: 10, II and persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs would be harmed.

Area served: statewide.

Source of funds: 100% general funds.

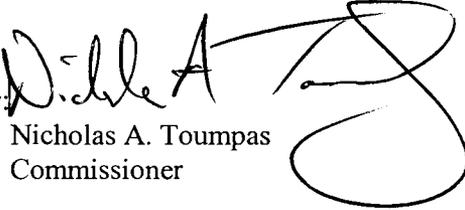
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 28, 2014  
Page 3 of 3

Respectfully submitted,



Sheri L. Rockburn  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

RSP/pbr/sl

Attachments

# AMENDMENT TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), dated this 16th day of May, 2014, between the State of New Hampshire, acting by and through the Division of Community Based Care Services, and **Tri-County Community Action Program, Inc.**, a nonprofit organization organized under the laws of the State of New Hampshire with a place of business at 30 Exchange Street, Berlin, New Hampshire 03570 (hereinafter referred to as the "Contractor").

**WHEREAS**, on **February 22, 2010**, the Division of Community Based Care Services issued a public notice for a Request For Proposal for "Guardianship and Protective Services in New Hampshire" which cited the following:

"Contracted services shall commence on July 1, 2010 or on the Governor and Council approval date, whichever is later, and shall continue until June 30, 2011. Five renewals of one year each may be possible at the Department's discretion", and

**WHEREAS**, the Contractor was one of two selected contractors, and

**WHEREAS**, pursuant to an Agreement approved **June 23, 2010**, the Contractor agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by the Division of Community Based Care Services of certain sums specified therein; and

**WHEREAS**, pursuant to paragraph 17 of the Agreement, the Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties thereto and only after the approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire;

**WHEREAS**, the Division of Community Based Care Services and the Contractor have agreed to extend the Agreement for one year in certain respects;

**NOW THEREFORE**, in consideration of the foregoing and of the covenants and conditions contained in the Agreement and set forth herein, the parties do hereby agree as follows:

1. **Amendments and Modifications of Agreement.**

The contract is hereby amended as follows:

By deleting, in subparagraph 1.7. of the General Provisions the date June 30, 2014 and substituting therefore the date June 30, 2015.

By deleting, in subparagraph 1.8. of the General Provisions the number \$1,598,081.00 and substituting therefore the number \$2,000,223.09.

Contractor Initials: MC  
Date: 5/16/14

2. **Amendment and Modification of Exhibit A, Scope of Work.**

- 2.1. Delete in sub-paragraph 1.2.2. the date August 1, 2013 and substituting therefore the date August 1, 2014.
- 2.2. Change Paragraph 3.3. to read as follows:
- 3.3. The Contractor agrees to serve the current total of 284 persons receiving guardianship and protection services plus any new persons referred in accordance with paragraphs 1.4. above. However, the Contractor shall not be obligated to accept more than 288 cases during the contract period. While the Bureau shall provide the Contractor with letters of approval for each new case assigned to the Contractor, the Contractor may not bill for services until the Contractor is actually appointed as guardian by a probate court. In addition, payments under this contract constitute payment in full for guardianship over the person services and the Contractor shall not accept any additional payments from the ward or from other funds of the ward.
- 2.3. Change Paragraph 3.4. to read as follows:
- 3.4. The Commencement Date of this Agreement shall be the Effective Date, July 1, 2014, or the date of Governor and Council of the State of New Hampshire approval, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.

3. **Amendments and Modifications of Exhibit B, Methods of Payment**

- 3.1. Change Paragraph 1. to read as follows:
1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State shall pay the Contractor a per diem per case rate approved by the Office of Client and Legal Services. However, regardless of the number of persons served by the Contractor during the program period, specified in paragraphs 3.1. and 3.2. of the General Provisions of this Agreement, the State shall pay the Contractor a minimum amount of \$1,915,214.00 during the program period. The total of all payments authorized or actually made hereunder shall not exceed the amount of \$2,000,223.09, the Price Limitation set forth in block 1.8. of the General Provisions.
- 1.1. The per diem reimbursement rate for the provision of services to persons served under this Agreement shall be:
- \$3.85 for up to 288 clients whose guardianship services are requested by the Bureaus of Behavioral Health and Developmental Services.
- 1.2. The hourly reimbursement rate for the provision of technical assistance to private guardians shall be \$60.00, not to exceed the amount of \$2,000.00.
- 1.3. The hourly reimbursement rate for the provision of training to area agency, mental health, and elderly and adult agency staff and probate court personnel shall be \$60.00, not to exceed the amount of \$1,500.00.

Contractor Initials: MC  
Date: 5/16/14

**3.2.** Change Paragraph 2.1. to read as follows:

- 2.1.** The State shall at the beginning of the Agreement period make a payment of \$64,180, the estimated fee for service payment due to the Contractor for providing services for a period of two months. Adjustments for underpayments or overpayments will be made at the end of the first quarter of the program period. This initial payment is the amount the State has determined is necessary to initiate the services.

**3.3.** Change Paragraph 2.2. to read as follows:

- 2.2.** A monthly payment equal to \$32,087.53 will be made to the Contractor at the beginning of September and continuing through the end of the Agreement or until the maximum amount of the contract has been reached. Adjustments for underpayments or overpayments will be made at the end of the first quarter of the program period and continue at the end of subsequent quarters through June 30, 2015. The per diem rate will be extended to the last day of the month following the month in which the client dies or for whom the guardianship/protection service is terminated.

**3.4.** Change Sub-paragraph 2.4.e. to read as follows:

- 2.4. e.** Calculation of the total authorized payment due for the service quarter in accordance with 2.3. above:

The first "Quarterly Payment Computation and Authorization, Tri-County Community Action Program, Inc." report shall be submitted by no later than October 5, 2014 and the final report by July 10, 2015. Failure to submit such reports shall constitute an Event of Default.

**3.5.** Change Sub-paragraph 2.5.1. to read as follows:

- 2.5.1.** The Contractor shall notify the State in its October "Quarterly Payment and Computation Report, Tri-County Community Action Program, Inc." in the event that payment for services for the months of July through September is less than \$570,993.58, whereupon the State shall issue a supplemental check for the difference between the amount paid to the Contractor and \$570,993.58.

**3.6.** Change Sub-paragraph 2.5.2. to read as follows:

- 2.5.2.** The Contractor shall notify the State in its January "Quarterly Payment and Computation Report, Tri-County Community Action Program, Inc." in the event that payment for services for the months of July through December is less than \$1,141,988.16, whereupon the State shall issue a supplemental check for the difference between the amount paid to the Contractor and \$1,141,988.16.

**3.7.** Change Sub-paragraph 2.5.3. to read as follows:

- 2.5.3.** The Contractor shall notify the State in its April "Quarterly Payment and Computation Report, Tri-County Community Action Program, Inc." in the event that payment for services for the months of July through March is less than \$1,712,981.74, whereupon the State shall issue a supplemental check for the difference between the amount paid to the Contractor and \$1,712,981.74.

Contractor Initials: MAC  
Date: 5/16/14

3.8. Change Paragraph 4. to read as follows:

4. This contract is funded by the New Hampshire General Fund as follows:

|                         | <u>Current<br/>Modified<br/>Budget</u> | <u>Increase<br/>(Decrease)<br/>Amount</u> | <u>Revised<br/>Modified<br/>Budget</u> |
|-------------------------|--|---|--|
| <u>NH General Fund:</u> | \$1,598,081.                           | \$402,142.09                              | \$2,000,223.09                         |

4. **Effective Date of Amendment:** The Effective Date of this action is July 1, 2014, or the date of Governor and Council approval, whichever is later.

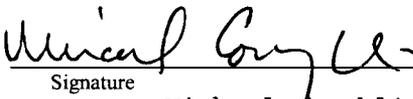
5. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of the Agreement, the Agreement and the obligation of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written above.

THE STATE OF NEW HAMPSHIRE  
DIVISION OF COMMUNITY BASED CARE SERVICES

By:   
Sheri Rockburn, Director

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

By:   
Signature  
Print Name: Michael Coughlin

STATE OF NEW HAMPSHIRE

County of Coos

The foregoing instrument was acknowledged before me this 16th day of May, 2014, by  
Michael Coughlin

  
Signature  
Print Name: Suzanne C. French  
Title: Notary Public/Justice of the Peace  
Commission Expires: 6-19-18

(Seal)  
(Notary Public)

Contractor Initials: STC/MC  
Date: 5/14/14

Approved as to form, execution, and substance:

OFFICE OF THE ATTORNEY GENERAL

By M. K. Brown  
Assistant Attorney General

Date: 5/28/14

Contractor Initials: MC  
Date: 5/10/14

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10<sup>th</sup> day of April A.D. 2014

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

William M. Gardner  
Secretary of State

# *CERTIFICATE OF VOTE*

I, Gary Coulombe, Board Secretary, do hereby certify that:

1. I am the duly elected Clerk of Tri-County Community Action Program, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 4-29-2014.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services concerning the following matter:

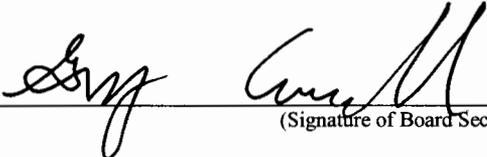
**To Provide: Public Guardianship Services.**

**RESOLVED:** That the Chief Executive Officer hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 5-16-2014.

4. Michael Coughlin is duly elected Chief Executive Officer of the Corporation.

(Seal)  
(Corporation)

  
\_\_\_\_\_  
(Signature of Board Secretary)

State of New Hampshire

County of Coos

The foregoing instrument was acknowledged before me this 16 day of May, 2014,  
by Gary Coulombe.

  
\_\_\_\_\_  
Name: **Suzanne C. French, Notary Public**  
Title: Notary Public/Justice of the Peace

(Seal)  
(Notary Public)

Commission Expires: 6/19/2018

**SUZANNE C. FRENCH**  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
09/17/13

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

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

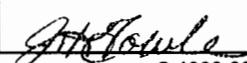
|  |  |                             |
|--|--|-----------------------------|
| <b>PRODUCER</b><br>Davis Towle Morrill & Everett<br>115 Airport Road<br>P O Box 1260<br>Concord, NH 03302-1260 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 603 225-6611 | FAX (A/C, No): 603-225-7935 |
|  | <b>E-MAIL ADDRESS:</b>                                     |                             |
| <b>INSURED</b><br>Tri County Community Action Program Inc<br>30 Exchange Street<br>Berlin, NH 03570            | <b>INSURER(S) AFFORDING COVERAGE</b>                       |                             |
|  | INSURER A : Philadelphia Insurance Co.                     |                             |
|  | INSURER B : MEMIC Indemnity Company                        |                             |
|  | INSURER C :  |                             |
|  | INSURER D :  |                             |
|  | INSURER E :  |                             |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC |                    | PHPK1051833   | 07/22/2013              | 07/22/2014              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS  |                    | PHPK1051833   | 07/22/2013              | 07/22/2014              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10000  |                    | PHUB429043    | 07/22/2013              | 07/22/2014              | EACH OCCURRENCE \$2,000,000<br>AGGREGATE \$2,000,000<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N           | 3102801186    | 07/01/2013              | 07/01/2014              | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS    OTH-ER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**\*\* Workers Comp Information \*\***  
 Included states ~ NH  
 RE: Granite State Guardianship Services

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>State of NH, Bureau of Behavioral Health<br>DHHS<br>105 Pleasant St<br>Concord, NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

## INDEPENDENT AUDITOR'S REPORT

Todd C. Fahey, Esq.  
Court-Appointed Special Trustee and  
The Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire 03570

### ***Report on the Financial Statements***

We have audited the accompanying financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization) which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and the fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financials are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

***Basis for Qualified Opinion***

As more fully described in Note B to the financial statements, Tri-County Community Action Program, Inc. had not previously classified the difference between its assets and liabilities as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions. The effects on the financial statements of that departure from those accounting principles are not reasonably determinable.

***Qualified Opinion***

In our opinion, except for the effects of the matter described in the Basis for Qualified Opinion paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

***Emphasis of Matter***

As discussed in Note P to the financial statements, the 2012 financial statements have been restated to correct a misstatement. Our opinion is not modified with respect to this matter.

***Other Matters***

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplemental schedule of functional expenses (pages 26-29) and the schedule of expenditures of federal awards on (pages 30-35), as required by Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with Government Auditing Standards, we have also issued our report dated March 31, 2014, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Sincerely,

*Mason + Rich, P.A.*

MASON + RICH PROFESSIONAL ASSOCIATION  
Certified Public Accountants  
Concord, New Hampshire

March 31, 2014

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC**

STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2013 AND 2012

---

| ASSETS                            |                     |                     |
|-----------------------------------|---------------------|---------------------|
|                                   | 2013                | 2012                |
| <b>CURRENT ASSETS</b>             |                     |                     |
| Cash                              | \$ 88,679           | \$ -                |
| Accounts Receivable               | 966,287             | 626,033             |
| Inventories                       | 65,023              | 99,759              |
| Due From Insurance                | 41,353              | -                   |
| Prepaid Expenses                  | 16,052              | -                   |
| Other Assets                      | 1,320               | -                   |
| <b>Total Current Assets</b>       | <u>1,178,714</u>    | <u>725,792</u>      |
| <b>PROPERTY AND EQUIPMENT</b>     |                     |                     |
| Property, Plant and Equipment     | 10,937,228          | 10,585,785          |
| Less: Accumulated Depreciation    | <u>(3,954,459)</u>  | <u>(3,410,650)</u>  |
| <b>Net Property and Equipment</b> | <u>6,982,769</u>    | <u>7,175,135</u>    |
| <b>OTHER ASSETS</b>               |                     |                     |
| Restricted Cash                   | 631,525             | 442,275             |
| Other Assets                      | -                   | 46,174              |
| <b>Total Other Assets</b>         | <u>631,525</u>      | <u>488,449</u>      |
| <b>TOTAL ASSETS</b>               | <u>\$ 8,793,008</u> | <u>\$ 8,389,376</u> |

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(Continued on next page)

The Accompanying Notes are an Integral Part of These Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC**

STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2013 AND 2012

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**LIABILITIES AND NET ASSETS**

|  | 2013                | 2012                |
|--|---------------------|---------------------|
| <b><i>CURRENT LIABILITIES</i></b>              |                     |                     |
| Current Portion of Long-Term Debt              | \$ 313,590          | \$ 3,337,972        |
| Current Portion of Lease Payable               | 35,874              | 30,067              |
| Line of Credit                                 | 685,587             | 793,976             |
| Bank Overdraft                                 | -                   | 8,046               |
| Accounts Payable                               | 1,245,898           | 1,001,434           |
| Accrued Compensated Absences                   | 260,353             | 406,689             |
| Accrued Salaries                               | 77,408              | 114,987             |
| Accrued Expenses                               | 117,657             | 14,753              |
| Other Liabilities                              | 467,840             | 630,759             |
| <b><i>Total Current Liabilities</i></b>        | <u>3,204,207</u>    | <u>6,338,683</u>    |
| <b><i>LONG-TERM LIABILITIES</i></b>            |                     |                     |
| Long-Term Debt, Net of Current Portion         | 4,602,933           | 930,918             |
| Lease Payable, Net of Current Portion          | 5,410               | 39,603              |
| Interest Rate Swap at Fair Value               | 82,650              | 114,433             |
| <b><i>Total Long-Term Liabilities</i></b>      | <u>4,690,993</u>    | <u>1,084,954</u>    |
| <b><i>TOTAL LIABILITIES</i></b>                | <u>7,895,200</u>    | <u>7,423,637</u>    |
| <b><i>NET ASSETS</i></b>                       |                     |                     |
| Unrestricted                                   | (250,495)           | (375,462)           |
| Unrestricted - Board Designated                | 22,781              | -                   |
| Temporarily Restricted                         | 1,125,522           | 1,341,201           |
| <b><i>TOTAL NET ASSETS</i></b>                 | <u>897,808</u>      | <u>965,739</u>      |
| <b><i>TOTAL LIABILITIES AND NET ASSETS</i></b> | <u>\$ 8,793,008</u> | <u>\$ 8,389,376</u> |

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*The Accompanying Notes are an Integral Part of These Financial Statements*

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2013

|  | Unrestricted        | Temporarily<br>Restricted | Total             |
|--|---------------------|---------------------------|-------------------|
| <b>SUPPORT AND REVENUES</b>                  |                     |                           |                   |
| Grants and Contracts                         | \$ 13,350,557       | \$ 268,289                | \$ 13,618,846     |
| Program Funding                              | 1,506,303           | -                         | 1,506,303         |
| Utility Programs                             | 1,590,891           | -                         | 1,590,891         |
| In-Kind Contributions                        | 695,449             | -                         | 695,449           |
| Contributions                                | 311,018             | 478,531                   | 789,549           |
| Fundraising                                  | 30,265              | -                         | 30,265            |
| Rental Income                                | 609,832             | -                         | 609,832           |
| Interest Income                              | 723                 | -                         | 723               |
| Gain (Loss) on Disposal                      | 31,280              | -                         | 31,280            |
| Other Revenue                                | 142,317             | -                         | 142,317           |
| <b>Total Support and Revenues</b>            | <u>18,268,635</u>   | <u>746,820</u>            | <u>19,015,455</u> |
| <b>NET ASSETS RELEASED FROM RESTRICTION</b>  |                     |                           |                   |
| Expiration of Program Restrictions           | 962,499             | (962,499)                 | -                 |
| <b>OPERATING EXPENSES</b>                    |                     |                           |                   |
| Agency Fund                                  | 1,034,468           | -                         | 1,034,468         |
| Headstart                                    | 2,521,533           | -                         | 2,521,533         |
| Guardianship                                 | 757,207             | -                         | 757,207           |
| Transportation                               | 1,226,314           | -                         | 1,226,314         |
| Volunteer                                    | 128,489             | -                         | 128,489           |
| Workforce Development                        | 459,244             | -                         | 459,244           |
| AOD  | 1,361,031           | -                         | 1,361,031         |
| Carroll County Dental                        | 649,067             | -                         | 649,067           |
| Carroll County Restorative Justice           | 189,210             | -                         | 189,210           |
| Support Center                               | 247,906             | -                         | 247,906           |
| Homeless                                     | 550,703             | -                         | 550,703           |
| Energy & Community Development               | 8,650,600           | -                         | 8,650,600         |
| Elder  | 1,339,397           | -                         | 1,339,397         |
| <b>Total Operating Expenses</b>              | <u>19,115,169</u>   | <u>-</u>                  | <u>19,115,169</u> |
| <b>CHANGES IN NET ASSETS FROM OPERATIONS</b> | <u>115,965</u>      | <u>(215,679)</u>          | <u>(99,714)</u>   |
| <b>OTHER INCOME</b>                          |                     |                           |                   |
| Gain on Interest Rate Swap                   | 31,783              | -                         | 31,783            |
| <b>TOTAL CHANGES IN NET ASSETS</b>           | 147,748             | (215,679)                 | (67,931)          |
| <b>Net Assets, Beginning of Year</b>         | <u>(375,462)</u>    | <u>1,341,201</u>          | <u>965,739</u>    |
| <b>Net Assets, End of Year</b>               | <u>\$ (227,714)</u> | <u>\$ 1,125,522</u>       | <u>\$ 897,808</u> |

*(Continued on next page)*

*The Accompanying Notes are an Integral Part of These Financial Statements*

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2012

|   | Unrestricted        | Temporarily<br>Restricted | Total             |
|---|---------------------|---------------------------|-------------------|
| <b>SUPPORT AND REVENUES</b>                                 |                     |                           |                   |
| Grants and Contracts  | \$ 15,732,761       | \$ 686,718                | \$ 16,419,479     |
| Program Funding   | 1,935,620           | -                         | 1,935,620         |
| Utility Programs  | 671,725             | -                         | 671,725           |
| In-Kind Contributions                                       | 411,442             | -                         | 411,442           |
| Contributions, as restated                                  | 266,155             | 405,470                   | 671,625           |
| Fundraising   | 54,929              | -                         | 54,929            |
| Rental Income   | 44,496              | -                         | 44,496            |
| Interest Income   | 884                 | -                         | 884               |
| Gain (Loss) on Disposal                                     | 2,247               | -                         | 2,247             |
| Other Revenue   | 212,551             | -                         | 212,551           |
| <b>Total Support and Revenues</b>                           | <u>19,332,810</u>   | <u>1,092,188</u>          | <u>20,424,998</u> |
| <b>NET ASSETS RELEASED FROM RESTRICTION</b>                 |                     |                           |                   |
| Expiration of Program Restrictions                          | -                   | -                         | -                 |
| <b>OPERATING EXPENSES</b>                                   |                     |                           |                   |
| Agency Fund   | 1,515,511           | -                         | 1,515,511         |
| Headstart   | 2,522,460           | -                         | 2,522,460         |
| Guardianship  | 814,151             | -                         | 814,151           |
| Transportation  | 1,055,705           | -                         | 1,055,705         |
| Volunteer   | 129,170             | -                         | 129,170           |
| Workforce Development                                       | 534,984             | -                         | 534,984           |
| AOD   | 1,545,026           | -                         | 1,545,026         |
| Carroll County Dental                                       | 595,841             | -                         | 595,841           |
| Carroll County Restorative Justice                          | 261,197             | -                         | 261,197           |
| Support Center  | 311,910             | -                         | 311,910           |
| Homeless  | 908,177             | -                         | 908,177           |
| Energy & Community Development                              | 9,619,568           | -                         | 9,619,568         |
| Elder   | 1,326,239           | -                         | 1,326,239         |
| <b>Total Operating Expenses</b>                             | <u>21,139,939</u>   | <u>-</u>                  | <u>21,139,939</u> |
| <b>CHANGES IN NET ASSETS FROM OPERATIONS</b>                | (1,807,129)         | 1,092,188                 | (714,941)         |
| <b>OTHER EXPENSES</b>                                       |                     |                           |                   |
| Loss on Interest Rate Swap                                  | 44,620              | -                         | 44,620            |
| <b>CHANGES IN NET ASSETS, AS RESTATED</b>                   | <u>(1,851,749)</u>  | <u>1,092,188</u>          | <u>(759,561)</u>  |
| <i>Net Assets, Beginning of Year as Previously Reported</i> | 2,235,260           | -                         | 2,235,260         |
| <i>Prior Period Adjustment, see Note P</i>                  | <u>(758,973)</u>    | <u>249,013</u>            | <u>(509,960)</u>  |
| <i>Net Assets, Beginning of Year, as Restated</i>           | <u>1,476,287</u>    | <u>249,013</u>            | <u>1,725,300</u>  |
| <b>Net Assets, End of Year</b>                              | <u>\$ (375,462)</u> | <u>\$ 1,341,201</u>       | <u>\$ 965,739</u> |

The Accompanying Notes are an Integral Part of These Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

|   | 2013              | 2012              |
|---|-------------------|-------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>   |                   |                   |
| Decrease in Net Assets  | \$ (67,931)       | \$ (759,561)      |
| Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities: |                   |                   |
| Depreciation  | 577,373           | 510,568           |
| Gain on Disposal of Property  | (64,834)          | (2,247)           |
| Gain (Loss) on Interest Rate Swap   | (31,783)          | 44,620            |
| (Increase) Decrease in Operating Assets:  |                   |                   |
| Restricted Deposit Account - Guardianship   | (189,250)         | (442,275)         |
| Accounts Receivable   | (340,254)         | 401,365           |
| Inventories   | 34,736            | (20,726)          |
| Due From Insurance  | (41,353)          | -                 |
| Prepaid Expenses  | (16,052)          | -                 |
| Other Assets  | 44,854            | (13,558)          |
| Increase (Decrease) in Operating Liabilities:   |                   |                   |
| Bank Overdraft  | (8,046)           | (222,316)         |
| Accounts Payable  | 244,452           | 323,594           |
| Accrued Compensated Absences  | (146,336)         | 11,789            |
| Accrued Salaries  | (37,579)          | 8,387             |
| Accrued Expenses  | 102,904           | 53,608            |
| Other Liabilities   | (162,919)         | 630,759           |
| Deferred Revenue  | -                 | (670,752)         |
| Total Adjustments   | <u>(34,087)</u>   | <u>612,816</u>    |
| <i>Net Cash Used in Operating Activities</i>  | <u>(102,018)</u>  | <u>(146,745)</u>  |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>   |                   |                   |
| Proceeds from Disposal of Property  | 31,280            | 2,247             |
| Purchase of Property and Equipment  | <u>(351,441)</u>  | <u>(324,989)</u>  |
| <i>Net Cash Used in Investing Activities</i>  | <u>(320,161)</u>  | <u>(322,742)</u>  |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>   |                   |                   |
| Net Proceeds from Line of Credit  | (108,389)         | 272,036           |
| Repayment of Long-Term Debt   | (139,860)         | (107,411)         |
| Proceeds from Long-Term Debt  | 787,493           | 143,000           |
| Repayment of Capital Lease Obligation   | <u>(28,386)</u>   | <u>(25,288)</u>   |
| <i>Net Cash Provided by Financing Activities</i>  | <u>510,858</u>    | <u>282,337</u>    |
| <b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>   | 88,679            | (187,150)         |
| <i>Cash and Equivalents, Beginning of Year</i>  | <u>-</u>          | <u>187,150</u>    |
| <i>Cash and Equivalents, End of Year</i>  | <u>\$ 88,679</u>  | <u>\$ -</u>       |
| <b>Supplemental Disclosure of Cash Flow Information</b>   |                   |                   |
| Cash Paid During the Year For:  |                   |                   |
| Interest  | <u>\$ 260,615</u> | <u>\$ 222,133</u> |

*See Accompanying Notes are an Integral Part of These Financial Statements*

# **Guardianship Services**

A TRI-COUNTY COMMUNITY ACTION PROGRAM

## **Mission Statement:**

It is the mission of Tri-County CAP, Inc./GS to provide quality GUARDIANSHIP, PROTECTIVE AND FIDUCIARY SERVICES to incapacitated residents of New Hampshire.

## **Tri-County Community Action Program, Inc.**

Helping people, changing lives... in the North Country of New Hampshire

### **Mission**

Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

Tri-County Community Action Programs...  
Helping people, changing lives.

# **TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.**

**Serving Coos, Carroll & Grafton Counties**

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607

Website: <http://www.tccap.org> • E-mail: [admin@tccap.org](mailto:admin@tccap.org)

Chief Executive Officer: Michael W. Coughlin

## **BOARD OF DIRECTORS FY2014**

### **COOS COUNTY**

**Board Chair**  
Sandy Alonzo

**Board Secretary**  
Gary Coulombe

Cathy Conway

### **CARROLL COUNTY**

Anne Barber

**Board Vice Chair**  
Sam Farrington

Michael Dewar

### **GRAFTON COUNTY**

Nancy Kitchen

Shannon Weaver

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Weatherization  
(603) 752-7105

Administration  
(603) 752-7001

AOD  
(603) 752-7941



Community Contact  
(603) 752-3248

R S V P  
(603) 752-4103

Energy Programs  
(603) 752-7100

# MICHAEL W. COUGHLIN, M.S.

## Chief Executive - Nonprofit Sector

Complex, Multi-Site Operations ❖ Revenue & Margin Growth  
Strategic Partnerships  
Community & Public Engagement

*Motivating and results driven; recognized for:*

- |   |                                      |
|---|--------------------------------------|
| ✓ Strategic planning and financial management | ✓ Entrepreneurial spirit             |
| ✓ Mentoring & developing inspired leaders     | ✓ Assuring highest quality standards |
| ✓ Innovation, marketing and branding          | ✓ Passionate advocacy for mission    |

## EDUCATION

**Master of Science, Social Work** - Columbia University, New York, New York  
**Bachelor of Arts** - Quinnipiac University, Hamden, Connecticut

## PROFESSIONAL EXPERIENCE

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**, Berlin, NH Oct, 2013-Current

• **CEO**

Serving Coos, Carroll and Grafton Counties.

**REHABILITATIVE RESOURCES, INC.** 2012-2013

One of the larger agencies providing services to people with developmental disabilities in Massachusetts. Serving hundreds of clients in 44 residential facilities, employment supports and day habilitation programs. \$25 million in annual revenue and over 600 full and part-time staff.

• **CEO**

Recruited to this position at an agency in need of change, in a time of distress. Followed a 31-year CEO, and reporting to a Board of Directors that expects transformation. Re-configured the senior leadership team, designed a five-year strategic planning process, and began agency-wide healing .

- **Organizational Development:** Leveraged the agency's considerable reputational and financial assets into distinct advantages in preparing for its 5-year strategic plan.
  - Met nearly every employee directly, either through individual team meeting visits, or through three regional town hall-style events, the first time this has happened.
  - Launched company-wide strategic planning process, involving stakeholders at every level and region of the organization.
  - **Executive Development:** Reorganized senior management team into a streamlined, truly decision-making group. Set the conditions and expectations to become a high performing team. Secured executive coaching for leaders where necessary.
  - **Community and Market Development:** Met with all major funders to understand their perceptions of the company, and to re-set a new focus on customer.

**ARIZONA'S CHILDREN ASSOCIATION** 2012 to 2012

Arizona's oldest multi-service nonprofit, located in every county in the state, serving over 45,000 children and families every year in over 20 different programs, including behavioral health, substance abuse, foster care. \$40 million in annual revenue and nearly 750 full and part-time staff.

➤ **CEO**

Recruited to this position as successor to a 20-year CEO. Executed a financial turnaround: moving a projected \$750,000 deficit to break-even status within five months.

- **Organizational Development:** Stabilized financials and worked with Board and staff to create an aggressive five-year plan for growth:
  - Engaged program leaders, Finance team and fundraising to overcome previous year's losses and improve performance in turning around current year financials.
  - Re-organized senior program leaders from regional structure to lines of business, resulting in much better program consistency and communication with staff.
- **Executive Development:** Empowered Executive team to make decisions without micro-managing. Created an environment where creativity and execution exist side by side.
- **Community Relations:** Reached out to community leaders, funders, donors, competitors and potential partners. Made sure to be accessible, to offer our agency's support.

**GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND**

2007 to 2010

Serving Maine, New Hampshire and Vermont, with \$60 million in annual revenue. Employing 1400 people and serving over 20,000 individuals per year with services including developmental disability, brain injury and behavioral health. 25 stores and 30 program locations in three states.

➤ **CEO**

Recruited to this position to create and execute a new strategic plan. Increased annual revenue by \$20 million in three years to \$60 million. Doubled the number of clients served during the same period. Greatly improved employee and community relations.

- **Organizational Development:** Created Goodwill's strategic plan for Board approval, carried out its plans and achieved exceptional results:
  - Grew state and federal revenue by \$10 million per year through increases in grants, fees and philanthropy.
  - Maximized growth of retail business, earning \$10 million in new profitable revenue annually within three years.
  - Initiated and implemented two acquisitions of other nonprofits.
  - Increased agency margins each year, exceeding \$1.9 million in F.Y. 2010.
  - Championed new initiatives in quality improvement, employee relations and safety.
- **Executive Development:** Stabilized and grew a strong executive team, breaking down silos to achieve trust and true team performance. Created learning opportunities and career development for staff at all levels.
- **Community and Government Relations:** Increased Goodwill's profile through improved marketing, branding and partnerships with other organizations. Built strong relations with Departments of Health and Human Services, Attorney General's Office and Congressional delegations. Greatly expanded engagement with volunteers.

**GENESIS BEHAVIORAL HEALTH, Laconia, New Hampshire**

2002 to 2007

One of ten community mental health programs licensed by the Division of Behavioral Health in New Hampshire. \$8 million organization provides comprehensive mental health care.

➤ **Executive Director**

Recruited to this organization to assume management responsibility and implement an aggressive turnaround. Guided management team to drive growth and service quality. Grew revenue by 35%, generating over \$1 million in new margins, in a time of shrinking state funds.

- **Organizational Development:** Directed organizational analysis, strategic planning and company-wide initiatives. Returned organization and balance sheet to fiscal health.
- **Executive Development:** Led a successful management restructuring, stabilizing the executive team. Helped Board of Directors become a stronger, more cohesive group.
- **Community & Government Relations:** Built a bridge to community and government through marketing and education events as well as personal contacts.

**WARREN SHEPELL CONSULTANTS, Toronto, Ontario**

2000 to 2002

One of Canada's leading behavioral health firms, supporting 1500+ client organizations and generating \$35 million annually. Ranked one of "50 best managed private companies in Canada" by Arthur Andersen and Financial Post.

➤ **Vice President, Operations**

Managed nation-wide counseling operations provided by mental health professionals and para-professionals. Managed a \$19 million budget.

- **Staffing:** Led a national network of over 1100 Doctorate and Master's level professionals, providing service to over 70,000 clients per year
- **Service / Network Management & Expansion:** Directed the management of 28 offices coast to coast, to support new contracts. Played key role in 18% one-year revenue growth and 20% profit margins.
- **Business Development & PR:** Participated in sales efforts, resulting in winning key accounts. Represented company as a media spokesperson.

**CHC- WORKING WELL, Mississauga, Ontario**

1989 to 2000

One of Canada's largest behavioral health providers. Contracts with 1200+ client organizations, generating \$30 million annually.

- **Vice President, Research & Development** - 1998 to 2000
- **National Director, Client Services** - 1995 to 1998
- **Regional Manager, Client Services** - 1993 to 1995
- **Area Manager, Client Services** - 1991 to 1993
- **Employee Assistance Counselor** - 1989 to 1991

Extensive Board service involvement



**New Hampshire Department of Health and Human Services**  
**Division of Community Based Care Services**  
**Budget Form**  
**COMPLETE ONE BUDGET FORM FOR EACH PROGRAM YEAR**  
**Tri-County CAP, Inc., Guardianship Services**  
**Budget Request for: Guardianship Services**  
*(Name of Section)*

Budget Period 7/1/2014 through 6/30/15

| Line Item                               | Program Funds Requested | Other Funds         | Total               |
|---|-------------------------|---------------------|---------------------|
| 1. Total Salary/Wages                   | \$227,982.58            | \$262,140.22        | \$490,122.80        |
| 2. Employee Benefits                    | \$74,918.77             | \$86,437.01         | \$161,355.78        |
| 3. Consultant                           | \$0.00                  | \$0.00              | \$0.00              |
| 4. Equipment                            |                         |                     |                     |
| Rental                                  | \$0.00                  | \$2,300.00          | \$2,300.00          |
| Repair and Maintenance                  | \$0.00                  | \$0.00              | \$0.00              |
| Purchase/Depreciation                   | \$0.00                  | \$1,500.00          | \$1,500.00          |
| 5. Supplies:                            |                         |                     |                     |
| Education                               | \$0.00                  | \$0.00              | \$0.00              |
| Office                                  | \$9,692.07              | \$5,334.39          | \$15,026.46         |
| 6. Travel                               | \$13,790.10             | \$7,589.90          | \$21,380.00         |
| 7. Occupancy                            | \$15,000.00             | \$15,000.00         | \$30,000.00         |
| 8. Current Expenses                     |                         |                     |                     |
| Telephone                               | \$9,675.00              | \$5,325.00          | \$15,000.00         |
| Postage                                 | \$4,515.00              | \$2,485.00          | \$7,000.00          |
| Subscriptions                           | \$677.25                | \$372.75            | \$1,050.00          |
| Audit and Legal                         | \$1,677.00              | \$923.00            | \$2,600.00          |
| Insurance                               | \$0.00                  | \$0.00              | \$0.00              |
| Board Expenses                          | \$0.00                  | \$0.00              | \$0.00              |
| 9. Software                             | \$0.00                  | \$0.00              | \$0.00              |
| 10. Marketing/Communications            | \$0.00                  | \$500.00            | \$500.00            |
| 11. Staff Education and Training        | \$1,935.00              | \$1,065.00          | \$3,000.00          |
| 12. Subcontracts/Agreements             | \$0.00                  | \$3,000.00          | \$3,000.00          |
| 13. Indirect                            | \$28,588.73             | \$42,883.10         | \$71,471.83         |
| 14. Other (specific details mandatory): |                         |                     |                     |
|   |                         |                     |                     |
| <b>TOTAL</b>                            | <b>\$388,451.50</b>     | <b>\$436,855.37</b> | <b>\$825,306.87</b> |

TRI-COUNTY COMMUNITY ACTION, INC./GUARDIANSHIP SERVICES

BUDGET FISCAL YEAR 2015  
July 1st, 2014 through June 30th 2015

REVENUE

|   |  |                          |                     |
|---|--|--------------------------|---------------------|
| DHHS/Guardianship/Protection                                | 288 @ \$3.85<br>per diem x 365 days      | \$404,712.00             |                     |
| Technical Assistance \$60/hr.<br>Training                   |  | \$2,000.00<br>\$1,500.00 |                     |
| Vacancy Rate -1.5%  |  | -\$6,070.68              | \$385,050.00        |
| <b>MINIMUM DIVISION<br/>CONTRACT (Guaranteed)</b>           |  | <b>\$385,050.00</b>      |                     |
| <b>TOTAL DIVISION</b>                                       | 288 Maximum Slots                        | \$402,141.32             | <b>\$385,050.00</b> |
| <b>CONTRACT - NH DEPARTMENT OF<br/>CORRECTIONS *Partial</b> | 5 @ \$6.00<br>per diem x 365 days        |                          | <b>\$10,950.00</b>  |
| <b>TOTAL DOC</b>  | 15 Maximum Slots                         | \$32,850.00              |                     |
| <b>PRIVATE PAY CLIENTS:</b>                                 |  |                          |                     |
| Person Only *Community Based<br>\$240.00/Month              | 45 Slots @ \$7.89<br>per diem x 365 day  | <b>\$129,593.25</b>      |                     |
| Person Only *Nursing Home Based<br>\$235.00/Month           | 30 Slots @ \$7.73<br>per diem x 365 days | <b>\$84,643.50</b>       |                     |
| Person Only *Varied Rates<br>Average Calculation            | 10 Slots @ \$174.73<br>Per Month         | <b>\$16,774.08</b>       |                     |
| DD MEDICAID CLIENTS   | 48 Slots @ \$2.22<br>per diem x 365 days | <b>\$38,894.40</b>       |                     |
| <b>PRIVATE CLIENTS/PERSON</b>                               |  |                          | <b>\$269,905.23</b> |

| <b>PRIVATE ESTATE AND FINANCIAL<br/>MANAGEMENT SERVICES</b> |                    |                    |                     |
|---|--------------------|--------------------|---------------------|
| <b>EST/BILLABLE TIME</b>                                    | 225 @ \$140/hr.    | <b>\$31,500.00</b> |                     |
| <b>EST/BILLABLE TIME</b>                                    | 224 @ \$85/hr.     | <b>\$19,040.00</b> |                     |
| <b>EST/BILLABLE TIME</b>                                    | 185 @ \$60/hr.     | <b>\$11,100.00</b> |                     |
| <b>EST/BILLABLE TIME</b>                                    | 248 @ \$40/hr.     | <b>\$9,920.00</b>  |                     |
| <b>TRUST/BILLABLE TIME</b>                                  | Average Annual     | <b>\$6,050.00</b>  |                     |
| <b>PAYEE SERVICES</b>                                       | 164 @ \$40.00/mo.  | <b>\$78,720.00</b> |                     |
| <b>PAYEE SERVICES</b>                                       | 11 @ \$23.27/month | <b>\$3,071.64</b>  |                     |
| <b>NET ESTATE/TRUST/PAYEE</b>                               |                    |                    | <b>\$159,401.64</b> |
| <b>TOTAL PRIVATE REVENUE</b>                                |                    |                    | <b>\$429,306.87</b> |
| <b>TOTAL REVENUE</b>  |                    |                    | <b>\$825,306.87</b> |

SAC  
SP



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

46007

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas  
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5000 1-800-852-3345 Ext. 5000  
Fax: 603-271-5058 TDD Access: 1-800-735-2964

Nancy L. Rollins  
Associate Commissioner

May 1, 2012

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

Approved by GTC  
Date 6/20/12  
Item No. 81

Requested Action

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services to amend an agreement, purchase order number 1009018, with Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, New Hampshire 03570, vendor code 177195, to provide public guardianship services by increasing the price limitation by \$402,536.02 from \$793,797.59 to an amount not to exceed \$1,196,333.61, and extending the completion date to June 30, 2013, effective July 1, 2012 or date of Governor and Executive Council approval, whichever is later. This agreement was originally approved by Governor and Executive Council on June 23, 2010, item number 129, and subsequently amended on June 8, 2011, item number 125. Funds are available in the following account:

05-95-92-920010-7002 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
HHS:BEHAVIORAL HEALTH-DIV OF, DIV OF BEHAVIORAL HEALTH, LEGAL-GUARDIANSHIP  
SVCS

| Fiscal Year | Class/Object | Class Title                    | Current Modified Amount | Increase Amount | Revised Modified Amount |
|-------------|--------------|--------------------------------|-------------------------|-----------------|-------------------------|
| 2011        | 102-500731   | Contracts for Program Services | \$391,261.57            |                 | \$ 391,261.57           |
| 2012        | 102-500731   | Contracts for Program Services | \$402,536.02            |                 | \$ 402,536.02           |
| 2013        | 102-500731   | Contracts for Program Services | \$ 0.00                 | \$402,536.02    | \$ 402,536.02           |
|             |              |                                | \$793,797.59            | \$402,536.02    | \$1,196,333.61          |

2. Authorize an advance payment up to a maximum of \$64,238.04 of the contract price limitation.

Explanation

The purpose of this request is to extend an agreement with Tri-County Community Action Program, Inc. to provide guardianship and protection, on a statewide basis, to persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs. These services are needed to meet the State's statutory obligations to safeguard incapacitated persons in the state institutions as well as in community mental health and developmental service programs. It also carries out the requirements of RSA 135-C: 60, and RSA 171-A: 10, II. Tri-County Community Action Program, Inc. pursuant to RSA 547-B: 6 has been designated by the New Hampshire Supreme Court as an approved organization for the purpose of providing guardianship and

protection services pursuant to RSA 464-A.. This contract shall provide for guardianship services for up to 298 cases during the contract period. The emphasis in providing such services shall be to ensure that the guardianships maintained and sought shall be limited in accordance with the standards embodied in RSA 464-A..

The advance payment shall allow Tri-County Community Action Program, Inc. to meet its operating obligations while providing services during the initial two months of this agreement.

Using a public notice posted on the Department of Health and Human Services website on February 22, 2010, as RFP Number 11-DCBCS-GPS-01, DCBCS requested proposals for providing public guardianship services in the State. Five renewals of one year each are possible at the Department's discretion. Tri-County Community Action Program, Inc. responded by submitting a proposal to provide public guardianship services to people with a mental illness, or a developmental disability who are eligible for State-funded services. Tri-County Community Action Program, Inc. was one of two agencies to apply to provide public guardianship services.

A competitive review process was utilized to evaluate all proposals submitted by the deadline. Participants in the review process included Department staff from the Bureau of Behavioral Health, the Bureau of Developmental Services, and the Office of Client and Legal Services. This process involved an assessment of the proposals submitted including an evaluation of scope of work, bidder background and experience, and the cost proposal. Both proposals submitted for fiscal year 2011 scored over the required minimum.

Based on a favorable review of the above by the review team, and because Tri-County Community Action Program, Inc. has in previous contracts amply demonstrated its ability to provide high-level public guardianship services to clients and the community served, the Division of Community Based Care Services requests this contract be extended for one year to allow Tri-County Community Action Program, Inc. to continue providing services.

The agreement for State Fiscal Year 2012 served up to 298 cases. In State Fiscal Year 2013 this agreement will also serve up to 298 cases.

This agreement also includes a line item for mentoring services and training. Mentoring services are provided to family members who are willing to serve as guardian but who require a period of support. Providing this support shall obviate need for a public guardian in these cases and shall thereby save the State from paying the cost of a permanent public guardianship.

Attached is a copy of the previously approved letter to the Governor and Executive Council. Additionally the Request for Proposal contained a provision allowing for five one year extensions at the Department's discretion and approval by the Governor and Executive Council.

Should Governor and Executive Council determine not to approve this request the Division of Community Based Care Services would be out of compliance with the requirements of RSA 135-C: 60, and RSA 171-A: 10, II and persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs would be harmed.

Area served: statewide.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 1, 2012  
Page 3

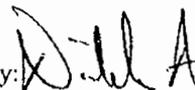
Source of funds: 100% general funds.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

RSP/pbr  
Attachments



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

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-5000 1-800-852-3345 Ext. 5000  
 Fax: 603-271-5088 TDD Access: 1-800-735-2964

May 11, 2011

Approved by G+C  
 Date 6-8-11  
 Item # 125  
 Contract # 1009018

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

Requested Action

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services to amend an agreement, purchase order number ~~102528~~ <sup>1009018</sup>, with Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, New Hampshire 03570, vendor code 177195, to provide public guardianship services by increasing the price limit by \$402,536.02 from \$391,261.57 to \$793,797.59, and extending the completion date to June 30, 2012, effective July 1, 2011 or date of Governor and Executive Council approval, whichever is later. This agreement was originally approved by Governor and Executive Council on June 23, 2010, item number 129. Funds are anticipated to be available in the following account in State Fiscal Year 2012 upon the availability and continued appropriation of funds in the future operating budget:

05-95-92-920010-7002 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:BEHAVIORAL HEALTH-DIV OF, DIV OF BEHAVIORAL HEALTH, LEGAL-GUARDIANSHIP SVCS

| Fiscal Year | Class/Object | Class Title                    | Current Modified Amount | Increase Amount | Revised Modified Amount |
|-------------|--------------|--------------------------------|-------------------------|-----------------|-------------------------|
| 2011        | 102-500731   | Contracts for Program Services | \$391,261.57            |                 | \$391,261.57            |
| 2012        | 102-500731   | Contracts for Program Services | \$ 0.00                 | \$402,536.02    | \$402,536.02            |
|             |              |                                | \$391,261.57            | \$912,797.29    | \$793,797.59            |

2. Authorize an advance payment up to a maximum of \$64,238.04 of the contract price limitation.

Explanation

The purpose of this request is to extend an agreement with Tri-County Community Action Program, Inc. to provide guardianship and protection, on a statewide basis, to persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs. These services are needed to meet the State's statutory obligations to safeguard incapacitated persons in the state institutions as well as in community mental health and developmental service programs. It also carries out the requirements of RSA 135-C: 60, and RSA 171-A: 10, II. Tri-County Community Action Program, Inc. pursuant to RSA 547-B: 6 has been designated by the New Hampshire Supreme Court as an approved organization for the purpose of providing guardianship and protection services pursuant to RSA 464-A. This contract shall provide for guardianship services for up to 298 cases during the contract period. The emphasis in providing such services shall be to ensure that the guardianships maintained and sought shall be limited in accordance with the standards embodied in RSA 464-A.

Using a public notice posted on the Department of Health and Human Services (DHHS) website on February 22, 2010, as RFP Number 11-DCBCS-GPS-01, DCBCS requested proposals for providing public guardianship services in the State. Five renewals of one year each are possible at the Department's discretion. Tri-County Community Action Program, Inc. responded by submitting a proposal to provide public guardianship services to people with a mental illness, or a developmental disability who are eligible for State-funded services. Tri-County Community Action Program, Inc. was one of two agencies to apply to provide public guardianship services.

A competitive review process was utilized to evaluate all proposals submitted by the deadline. Participants in the review process included DHHS staff from the Bureau of Behavioral Health, the Bureau of Developmental Services, and the Office of Client and Legal Services. This process involved an assessment of the proposals submitted including an evaluation of scope of work, bidder background and experience, and the cost proposal. Both proposals submitted for fiscal year 2011 scored over the required minimum.

Based on a favorable review of the above by the review team, and because Tri-County Community Action Program, Inc. has in previous contracts amply demonstrated its ability to provide high-level public guardianship services to clients and the community served, DCBCS requests this contract be funded to allow Tri-County Community Action Program, Inc. to continue providing services.

The contract for fiscal year 2010 is in the amount of \$391,261.57 to serve up to 290 cases. This proposed contract for fiscal year 2011 is level funded and shall serve up to 290 cases, which includes the current caseload of 288, plus 2 current pending cases. Based upon previous experience, it is anticipated that there shall be a need for this agency to assume additional cases from the Bureau of Behavioral Health or the Bureau of Developmental Services during this fiscal year. Due to client terminations during the year, there shall always be a certain number of vacant slots. The maximum contract amount includes a one and one-half (1½) percent reduction to the calculated number of client days to reflect this vacancy rate.

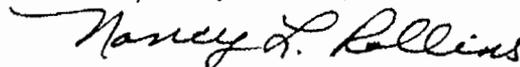
This contract includes a line item for mentoring services and training. Mentoring services are provided to family members who are willing to serve as guardian but who require a period of support. Providing this support shall obviate need for a public guardian in these cases and shall thereby save the State from paying the cost of a permanent public guardianship.

Area served: statewide.

Source of funds: 100% General Funds.

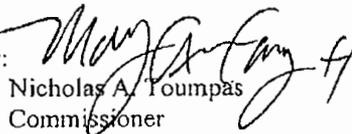
Your favorable consideration of this request shall be greatly appreciated.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Youmpas  
Commissioner

KRN  
Contracts FY11/Guardianship/Tri-County Community Action Program, Inc.  
Enclosures

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A



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

COPY

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5000 1-800-852-3345 Ext. 5000  
Fax: 603-271-5058 TDD Access: 1-800-735-2964

May 17, 2013

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

Approved by GTC

Date 6/19/13

Item No. 111

Requested Action

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services to amend an agreement, purchase order number 1009018, with Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, New Hampshire 03570, vendor code 177195, to provide public guardianship services by increasing the price limit \$402,142.09 from \$1,195,938.91 to an amount not to exceed \$1,598,081, and extending the completion date to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on June 23, 2010, item number 129, and subsequently amended on June 8, 2011, item number 125, and June 20, 2012, item number 81. Funds are anticipated to be available in the following account in State Fiscal Year 2014 based upon the availability and continued appropriation of funds in the future operating budget:

05-95-92-920010-7002 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, LEGAL-GUARDIANSHIP SVCS

| <u>Fiscal Year</u> | <u>Class/Object</u> | <u>Class Title</u>             | <u>Current Modified Budget</u> | <u>Increase (Decrease) Amount</u> | <u>Revised Modified Budget</u> |
|--------------------|---------------------|--------------------------------|--------------------------------|-----------------------------------|--------------------------------|
| 2011               | 102-500731          | Contracts for Program Services | \$ 391,261.57                  | \$ 0.00                           | \$ 391,261.57                  |
| 2012               | 102-500731          | Contracts for Program Services | \$ 402,536.02                  | \$ 0.00                           | \$ 402,536.02                  |
| 2013               | 102-500731          | Contracts for Program Services | \$ 402,141.32                  | \$ 0.00                           | \$ 402,141.32                  |
| 2014               | 102-500731          | Contracts for Program Services | \$ 0.00                        | \$ 402,142.09                     | \$ 402,142.09                  |
|                    |                     |                                | \$ 1,195,938.91                | \$ 402,142.09                     | \$ 1,598,081.00                |

2. Authorize an advance payment up to a maximum of \$64,180 of the contract price limitation.

Explanation

The purpose of this request is to extend an agreement with Tri-County Community Action Program, Inc. to provide guardianship and protection, on a statewide basis, to persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs. These services are needed to meet the State's statutory obligations to safeguard incapacitated persons in the state institutions as well as in community mental health and developmental service programs. It also carries out the requirements of RSA 135-C: 60, and RSA 171-A: 10, II. Tri-County Community Action Program, Inc. pursuant to RSA 547-B: 6 has been designated by the New Hampshire Supreme Court as an approved organization for the purpose of providing guardianship and protection services pursuant to RSA 464-A. This contract shall provide for guardianship services for up to 288 cases during the contract period. The emphasis in providing such services shall be to ensure that the guardianships maintained and sought shall be limited in accordance with the standards embodied in RSA 464-A.

The advance payment shall allow Tri-County Community Action Program, Inc. to meet its operating obligations while providing services during the initial two months of this agreement.

Using a public notice posted on the Department of Health and Human Services website on February 22, 2010, as RFP Number 11-DCBCS-GPS-01, the Division of Community Based Care Services requested proposals for providing public guardianship services in the State. Five renewals of one year each are possible at the Department's discretion. Tri-County Community Action Program, Inc. responded by submitting a proposal to provide public guardianship services to people with a mental illness, or a developmental disability who are eligible for State-funded services. Tri-County Community Action Program, Inc. was one of two agencies to apply to provide public guardianship services.

A competitive review process was utilized to evaluate all proposals submitted by the deadline. Participants in the review process included DHHS staff from the Bureau of Behavioral Health, the Bureau of Developmental Services, and the Office of Client and Legal Services. This process involved an assessment of the proposals submitted including an evaluation of scope of work, bidder background and experience, and the cost proposal. Both proposals submitted for fiscal year 2011 scored over the required minimum.

Based on a favorable review of the above by the review team, and because Tri-County Community Action Program, Inc. has in previous contracts amply demonstrated its ability to provide high-level public guardianship services to clients and the community served, DCBCS requests this contract be extended for one year to allow Tri-County Community Action Program, Inc. to continue providing services.

The agreement for State Fiscal Year 2013 served up to 288 cases. In State Fiscal Year 2014 this agreement will also serve up to 288 cases.

This agreement also includes a line item for mentoring services and training. Mentoring services are provided to family members who are willing to serve as guardian but who require a period of support. Providing this support shall obviate need for a public guardian in these cases and shall thereby save the State from paying the cost of a permanent public guardianship.

The total agreement price is \$1,598,081, which is an increase of \$402,142.09 from the contract price of \$1,195,938.91.

Attached is a copy of the previously approved letter to the Governor and Council. Additionally, the Request for Proposal contained a provision allowing for five one-year extensions at the Department's discretion and approval by the Governor and Council.

Should Governor and Council determine not to approve this request, the Division of Community Based Care Services would be out of compliance with the requirements of RSA 135-C: 60, and RSA 171-A: 10, II and persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs would be harmed.

Area served: statewide.

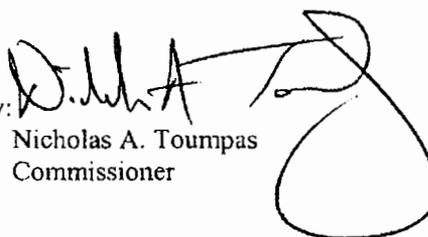
Source of funds: 100% general funds.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

RSP/pbr/sl

Attachments

## AMENDMENT TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), dated this 21 day of May, 2013, between the State of New Hampshire, acting by and through the Division of Community Based Care Services, and **Tri-County Community Action Program, Inc.**, a nonprofit organization organized under the laws of the State of New Hampshire with a place of business at 30 Exchange Street, Berlin, New Hampshire 03570 (hereinafter referred to as the "Contractor").

**WHEREAS**, on February 22, 2010, the Division of Community Based Care Services issued a public notice for a Request For Proposal for "Guardianship and Protective Services in New Hampshire" which cited the following:

"Contracted services shall commence on July 1, 2010 or on the Governor and Council approval date, whichever is later, and shall continue until June 30, 2011. Five renewals of one year each may be possible at the Department's discretion", and

**WHEREAS**, the Contractor was one of two selected contractors, and

**WHEREAS**, pursuant to an Agreement approved **June 23, 2010**, the Contractor agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by the Division of Community Based Care Services of certain sums specified therein; and

**WHEREAS**, pursuant to paragraph 17 of the Agreement, the Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties thereto and only after the approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire;

**WHEREAS**, the Division of Community Based Care Services and the Contractor have agreed to extend the Agreement for one year in certain respects;

**NOW THEREFORE**, in consideration of the foregoing and of the covenants and conditions contained in the Agreement and set forth herein, the parties do hereby agree as follows:

1. Amendments and Modifications of Agreement

The contract is hereby amended as follows:

By deleting, in subparagraph 1.7. of the General Provisions the date June 30, 2013 and substituting therefore the date June 30, 2014.

By deleting, in subparagraph 1.8. of the General Provisions the number \$1,195,938.91 and substituting therefore the number \$1,598,081.00.

2. Amendment and Modification of Exhibit A, Scope of Work

2.1. Delete in sub-paragraph 1.2.2 the date August 1, 2013 and substituting therefore the date August 1, 2014.

Contractor Initials: P.H.  
Date: 5-21-13

2.2. Change Paragraph 3.3. to read as follows:

3.3. The Contractor agrees to serve the current total of 284 persons receiving guardianship and protection services plus any new persons referred in accordance with paragraphs 1.4 above. However, the Contractor shall not be obligated to accept more than 288 cases during the contract period. While the Bureau shall provide the Contractor with letters of approval for each new case assigned to the Contractor, the Contractor may not bill for services until the Contractor is actually appointed as guardian by a probate court. In addition payments under this contract constitute payment in full for guardianship over the person services and the contractor shall not accept any additional payments from the ward or from other funds of the ward.

2.3. Change Paragraph 3.4. to read as follows:

3.4. The Commencement date of this agreement shall be July 1, 2013, or the date of Governor and Council approval, whichever is later.

3. Amendments and Modifications of Exhibit B, Methods of Payment

3.1. Change Paragraph 1. to read as follows:

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State shall pay the Contractor a per diem per case rate approved by the Office of Client and Legal Services. However, regardless of the number of persons served by the Contractor during the program period, specified in paragraphs 3.1. and 3.2. of the General Provisions of this Agreement, the State shall pay the Contractor a minimum amount of \$1,580,990 during the program period. The total of all payments authorized or actually made hereunder shall not exceed the amount of \$1,598,081, the price limitation set forth in block 1.8. of the General Provisions.

1.1. The per diem reimbursement rate for the provision of services to persons served under this Agreement shall be:

\$3.85 for up to 288 clients whose guardianship services are requested by the Bureaus of Behavioral Health and Developmental Services.

1.2. The hourly reimbursement rate for the provision of technical assistance to private guardians shall be \$60.00, not to exceed the amount of \$2,000.00.

1.3. The hourly reimbursement rate for the provision of training to area agency, mental health and elderly and adult agency staff and probate court personnel shall be \$60.00, not to exceed the amount of \$1,500.00.

3.2. Change Paragraph 2.1. to read as follows:

2.1. The State shall at the beginning of the Agreement period make a payment of \$64,180, the estimated fee for service payment due to the Contractor for providing services for a period of two months. Adjustments for underpayments or overpayments will be made at the end of the first quarter of the program period. This initial payment is the amount the State has determined is necessary to initiate the services.

3.3. Change Paragraph 2.2. to read as follows:

Contractor Initials: P.H.  
Date: 5/26/13

2.2. A monthly payment equal to \$32,087 will be made to the Contractor at the beginning of September and continuing through the end of the agreement or until the maximum amount of the contract has been reached. Adjustments for underpayments or overpayments will be made at the end of the first quarter of the program period and continue at the end of subsequent quarters through June 30, 2014. The per diem rate will be extended to the last day of the month following the month in which the client dies or for whom the guardianship/protection service is terminated.

3.4. Change Sub-paragraph 2.4.e. to read as follows:

2.4. e. Calculation of the total authorized payment due for the service quarter in accordance with 2.3. above;

The first "Quarterly Payment Computation and Authorization, Tri-County Community Action Program, Inc." report shall be submitted by no later than October 5, 2013 and the final report by July 10, 2014. Failure to submit such reports shall constitute an Event of Default.

3.5. Change Sub-paragraph 2.5.1. to read as follows:

2.5.1. The Contractor shall notify the State in its October "Quarterly Payment and Computation Report, Tri-County Community Action Program, Inc." in the event that payment for services for the months of July through September is less than \$474,731, whereupon the State shall issue a supplemental check for the difference between the amount paid to the Contractor and \$474,731.

3.6. Change Sub-paragraph 2.5.2. to read as follows:

2.5.2. The Contractor shall notify the State in its January "Quarterly Payment and Computation Report, Tri-County Community Action Program, Inc." in the event that payment for services for the months of July through December is less than \$949,463, whereupon the State shall issue a supplemental check for the difference between the amount paid to the Contractor and \$949,463.

3.7. Change Sub-paragraph 2.5.3. to read as follows:

2.5.3. The Contractor shall notify the State in its April "Quarterly Payment and Computation Report, Tri-County Community Action Program, Inc." in the event that payment for services for the months of July through March is less than \$1,424,194, whereupon the State shall issue a supplemental check for the difference between the amount paid to the Contractor and \$1,424,194.

3.8. Change Paragraph 4. to read as follows:

4. This contract is funded by the New Hampshire General Fund as follows:

|                         | <u>Current<br/>Modified<br/>Budget</u> | <u>Increase<br/>(Decrease)<br/>Amount</u> | <u>Revised<br/>Modified<br/>Budget</u> |
|-------------------------|--|---|--|
| <u>NH General Fund:</u> | \$1,195,938.91                         | \$402,142.09                              | \$1,598,081.00                         |

4. Effective Date of Amendment: The effective date of this action is July 1, 2013, or the date of Governor and Council approval, whichever is later.

Contractor Initials: P.H.  
Date: 5.26.13

5. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of the Agreement, the Agreement and the obligation of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written above.

THE STATE OF NEW HAMPSHIRE  
DIVISION OF COMMUNITY BASED CARE SERVICES

By: Nancy L. Rollins  
Nancy L. Rollins, Associate Commissioner

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

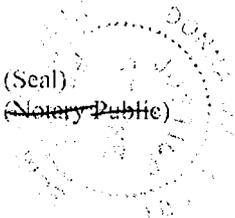
By: Peter Higbee  
Peter Higbee, Chief Operating Officer

STATE OF NEW HAMPSHIRE

County of Coos

The foregoing instrument was acknowledged before me this 21 day of May, 2013, by

Peter Higbee



Donna M.C. Keddy  
Signature  
Print Name: Donna M.C. Keddy  
Title: ~~Notary Public~~/Justice of the Peace  
Commission Expires: 8/19/2014  
For: Peter Higbee

Approved as to form, execution, and substance:

OFFICE OF THE ATTORNEY GENERAL

By: Jeanie P. Herrick  
Jeanie P. Herrick, Attorney

Date: 4 June 2013

Contractor Initials RH  
Date 5.26.13

**CERTIFICATE OF VOTE**

I, Todd C. Fahey, Special Trustee, do hereby certify that:

1. I am the Court appointed Special Trustee for TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (the "Corporation"). See appointment attached hereto.
2. With the appointment of the Special Trustee, the power and authority of the current Board of Directors of the Corporation were suspended by the Court.

RESOLVED: By authority of the Special Trustee, the corporation will enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services concerning the following matter:

TRI-COUNTY CAP, INC./GUARDIANSHIP SERVICES;  
To Provide: Public Guardianship and Protection Services

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of date of the signature of the Special Trustee on

5/21/13

4. PETER HIGBEE is the duly elected CHIEF OPERATING OFFICER of the Corporation.

Signature: Todd C. Fahey, Special Trustee

State of New Hampshire  
County of MERRIMACK

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2013, by Todd C. Fahey, Special Trustee.

Jeannette Weeman  
Name:

Title: Notary Public/Justice of the Peace

(Seal)

Commission Expires: JEANNETTE M. WEEMAN, Notary Public  
My Commission Expires March 10, 2015

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

34 Jefferson Road, Whitefield, NH 03598, Main Guardianship Office  
18 Low Avenue, Concord, NH 03301, Satellite Guardianship Office

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

Tri-County Community Action Program, Inc. From: 7/1/2013 To: 6/30/2014  
(Contractor Name) (Period Covered by this Certification)

Peter Higbee, Chief Operating Officer  
(Name & Title of Authorized Contractor Representative)

  
(Contractor Representative Signature) May 21, 2013  
(Date)

Contractor Initials: P.H.  
Date: 5.21.13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
\*Temporary Assistance to Needy Families under Title IV-A
\*Child Support Enforcement Program under Title IV-D
\*Social Services Block Grant Program under Title XX
\*Medicaid Program under Title XIX
\*Community Services Block Grant under Title VI
\*Child Care Development Block Grant under Title IV

Contract Period: 7/1/2013 through 6/30/2014

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

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

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

[Handwritten Signature]

Peter Higbee, Chief Operating Officer
(Authorized Contractor Representative Name & Title)

Tri-County Community Action Program, Inc.
(Contractor Name)

May 21, 2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

  
 (Contractor Representative Signature) Peter Higbee, Chief Operating Officer  
 (Authorized Contractor Representative Name & Title)

Tri-County Community Action Program, Inc. May 21, 2013  
 (Contractor Name) (Date)

Contractor Initials: P.H.  
 Date: 5.21.13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
(Contractor Representative Signature)

Peter Higbee, Chief Operating Officer  
(Authorized Contractor Representative Name & Title)

Tri-County Community Action Program, Inc.  
(Contractor Name)

May 21, 2013  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



(Contractor Representative Signature)

Peter Higbee, Chief Operating Officer

(Authorized Contractor Representative Name & Title)

Tri-County Community Action Program, Inc.

(Contractor Name)

May 21, 2013

(Date)

Contractor Initials: PH.

Date: 5-21-13

## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d, below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

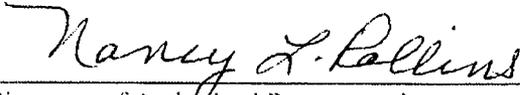
(6) **Miscellaneous**

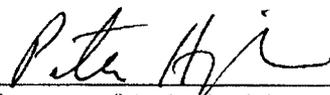
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Department of Health and Human Services  
Division of Community Based Care Services  
The State Agency Name

Tri-County Community Action Program  
Name of the Contractor

  
Signature of Authorized Representative

  
Signature of Authorized Representative

Nancy L. Rollins  
Name of Authorized Representative

Peter Higbee  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

Chief Operating Officer  
Title of Authorized Representative

31 May 2013  
Date

May 21, 2013  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

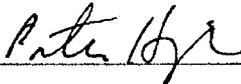
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Peter Higbee, Chief Operating Officer

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Tri-County Community Action Program, Inc.

May 21, 2013

(Contractor Name)

(Date)

Contractor initials: P.H.

Date: 5.21.13

Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 073975708

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

NO  YES

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

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

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

NO  YES

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

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

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

|             |               |
|-------------|---------------|
| Name: _____ | Amount: _____ |

Contractor initials: P.H.  
Date: 5.21.13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

## INDEPENDENT AUDITOR'S REPORT

Todd C. Fahey, Esq.  
Court-Appointed Special Trustee  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire 03570

We have audited the accompanying statement of financial position of Tri-County Community Action Program, Inc. (a nonprofit organization) as of June 30, 2012, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

Except as discussed in the following paragraph, we conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As more fully described in Note B, Tri-County Community Action Program, Inc. had not previously classified the difference between its assets and liabilities as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions. The effects on the financial statements of that departure from those accounting principles are not reasonably determinable.

In our opinion, except for the effects of such adjustments, if any, as might have been determined to be necessary had the opening balance of the net assets referred to in the preceding paragraph been susceptible to satisfactory audit tests, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note B to the financial statements, Tri-County Community Action Program, Inc. implemented the requirements of FASB ASC 958 and recorded the current year changes in net assets by class as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions.

The accompanying financial statements have been prepared assuming that the entity will continue as a going concern. For the year ended June 30, 2012, the Organization used restricted net assets for unrestricted purposes that contravene the donor's restrictions amounted to \$321,749. These factors, and others discussed in Note Q, indicate that the entity may be unable to continue in existence. The financial statements do not include any adjustments relating to the recoverability and classification of recorded assets or the amounts and classifications of liabilities that might be necessary in the event the entity cannot continue in existence.

The financial statements of Tri-County Community Action Program, Inc. as of and for the year ended June 30, 2011 were audited by other auditors whose report thereon, dated March 30, 2012 expressed an unqualified opinion. As part of our audit of the 2012 financial statements, we also audited the adjustments described in Note P to the financial statements that were applied to restate the 2011 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2011 financial statements of Tri-County Community Action Program, Inc. other than in respect of the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2011 financial statements taken as a whole.

In accordance with Government Auditing Standards, we have also issued our report dated March 28, 2013, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Functional Expenses on pages 21 and 22 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Mason + Rich, P.A.*

MASON + RICH PROFESSIONAL ASSOCIATION  
Certified Public Accountants

March 28, 2013

**TRI-COUNTY COMMUNITY ACTION PROGRAM**

**STATEMENT OF FINANCIAL POSITION**

**JUNE 30, 2012**

**ASSETS**

**CURRENT ASSETS**

|   |                |
|---|----------------|
| Restricted Deposit Account - Guardianship | \$ 255,759     |
| Accounts Receivable, Net                  | 626,033        |
| Inventories                               | 99,759         |
| <b>Total Current Assets</b>               | <u>981,551</u> |

**PROPERTY AND EQUIPMENT**

|                                   |                  |
|-----------------------------------|------------------|
| Plant and Equipment               | 10,260,796       |
| Less: Accumulated Depreciation    | (3,410,650)      |
| <b>Net Property and Equipment</b> | <u>6,850,146</u> |

**OTHER ASSETS**

|                                |                |
|--------------------------------|----------------|
| Restricted Cash - Debt Service | 186,516        |
| Other Assets                   | 46,174         |
| <b>Total Other Assets</b>      | <u>232,690</u> |

**TOTAL ASSETS**

\$ 8,064,387

**LIABILITIES AND NET ASSETS**

**CURRENT LIABILITIES**

|                                   |                  |
|-----------------------------------|------------------|
| Current Portion of Long-Term Debt | \$ 3,337,972     |
| Current Portion of Lease Payable  | 30,067           |
| Line of Credit                    | 793,976          |
| Bank Overdraft                    | 8,046            |
| Accounts Payable                  | 1,001,434        |
| Accrued Compensated Absences      | 406,689          |
| Accrued Salaries                  | 114,987          |
| Accrued Expenses                  | 14,753           |
| Other Liabilities                 | 630,759          |
| <b>Total Current Liabilities</b>  | <u>6,338,683</u> |

**LONG-TERM LIABILITIES**

|  |                  |
|--|------------------|
| Long-Term Debt, Net of Current Portion | 930,918          |
| Lease Payable, Net of Current Portion  | 39,603           |
| Interest Rate Swap at Fair Value       | 114,433          |
| <b>Total Long-Term Liabilities</b>     | <u>1,084,954</u> |

**TOTAL LIABILITIES**

7,423,637

**NET ASSETS**

|                        |           |
|------------------------|-----------|
| Unrestricted           | (321,749) |
| Temporarily Restricted | 962,499   |

**TOTAL NET ASSETS**

640,750

**TOTAL LIABILITIES AND NET ASSETS**

\$ 8,064,387

*The Accompanying Notes are an Integral Part of These Financial Statements*

**TRI-COUNTY COMMUNITY ACTION PROGRAM**

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2012

|   | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Total</u>       |
|---|---------------------|-----------------------------------|--------------------|
| <b>SUPPORT AND REVENUES</b>                                 |                     |                                   |                    |
| Grants and Contracts  | \$ 15,732,761       | \$ 686,718                        | \$ 16,419,479      |
| Program Funding   | 1,935,620           | -                                 | 1,935,620          |
| Utility Programs  | 671,725             | -                                 | 671,725            |
| In-Kind Contributions                                       | 411,442             | -                                 | 411,442            |
| Contributions   | 266,155             | 80,481                            | 346,636            |
| Fundraising   | 54,929              | -                                 | 54,929             |
| Rental Income   | 44,496              | -                                 | 44,496             |
| Interest Income   | 884                 | -                                 | 884                |
| Gain (Loss) on Disposal                                     | 2,247               | -                                 | 2,247              |
| Other Revenue   | 212,551             | -                                 | 212,551            |
| <b>Total Support and Revenues</b>                           | <u>19,332,810</u>   | <u>767,199</u>                    | <u>20,100,009</u>  |
| <b>NET ASSETS RELEASED FROM RESTRICTION</b>                 |                     |                                   |                    |
| Expiration of Program Restrictions                          | -                   | -                                 | -                  |
| <b>OPERATING EXPENSES</b>                                   |                     |                                   |                    |
| Agency Fund   | 1,515,511           | -                                 | 1,515,511          |
| Headstart   | 2,522,460           | -                                 | 2,522,460          |
| Guardianship  | 814,151             | -                                 | 814,151            |
| Transportation  | 1,055,705           | -                                 | 1,055,705          |
| Volunteer   | 129,170             | -                                 | 129,170            |
| Workforce Development                                       | 534,984             | -                                 | 534,984            |
| AOD   | 1,545,026           | -                                 | 1,545,026          |
| Carroll County Dental                                       | 595,841             | -                                 | 595,841            |
| Carroll County Restorative Justice                          | 261,197             | -                                 | 261,197            |
| Support Center  | 311,910             | -                                 | 311,910            |
| Homeless  | 908,177             | -                                 | 908,177            |
| Energy & Community Development                              | 9,619,568           | -                                 | 9,619,568          |
| Elder   | 1,326,239           | -                                 | 1,326,239          |
| <b>Total Operating Expenses</b>                             | <u>21,139,939</u>   | <u>-</u>                          | <u>21,139,939</u>  |
| <b>OTHER EXPENSES</b>                                       |                     |                                   |                    |
| Loss on Interest Rate Swap                                  | 44,620              | -                                 | 44,620             |
| <b>TOTAL EXPENSES</b>                                       | <u>21,184,559</u>   | <u>-</u>                          | <u>21,184,559</u>  |
| <b>CHANGES IN NET ASSETS</b>                                | <u>(1,851,749)</u>  | <u>767,199</u>                    | <u>(1,084,550)</u> |
| <b>Net Assets, Beginning of Year as Previously Reported</b> | 2,235,260           | -                                 | 2,235,260          |
| <b>Prior Period Adjustment, see Note P</b>                  | <u>(705,260)</u>    | <u>195,300</u>                    | <u>(509,960)</u>   |
| <b>Net Assets, Beginning of Year, as Restated</b>           | <u>1,530,000</u>    | <u>195,300</u>                    | <u>1,725,300</u>   |
| <b>Net Assets, End of Year</b>                              | <u>\$ (321,749)</u> | <u>\$ 962,499</u>                 | <u>\$ 640,750</u>  |

The Accompanying Notes are an Integral Part of These Financial Statements

# TRI-COUNTY COMMUNITY ACTION PROGRAM

## STATEMENT OF CASH FLOWS FOR THE YEAR ENDED JUNE 30, 2012

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|  |                   |
|--|-------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>  |                   |
| Decrease in Net Assets   | \$ (1,084,550)    |
| Adjustments to Reconcile Change in Net Assets to Net<br>Cash Provided by (Used in) Operating Activities: |                   |
| Depreciation   | 510,568           |
| Gain on Disposal of Property   | (2,247)           |
| Loss on Interest Rate Swap   | 44,620            |
| (Increase) Decrease in Operating Assets:   |                   |
| Restricted Deposit Account - Guardianship  | (255,759)         |
| Accounts Receivable  | 401,365           |
| Inventories  | (20,726)          |
| Other Assets   | (13,558)          |
| Increase (Decrease) in Operating Liabilities:  |                   |
| Bank Overdraft   | (222,316)         |
| Accounts Payable   | 323,594           |
| Accrued Compensated Absences   | 11,789            |
| Accrued Salaries   | 8,387             |
| Accrued Expenses   | 53,608            |
| Other Liabilities  | 630,759           |
| Deferred Revenue   | (670,752)         |
| Total Adjustments  | <u>799,332</u>    |
| <i>Net Cash Used in Operating Activities</i>   | <u>(285,218)</u>  |
| <br><b>CASH FLOWS FROM INVESTING ACTIVITIES</b>  |                   |
| Proceeds from Disposal of Property   | <u>2,247</u>      |
| <br><b>CASH FLOWS FROM FINANCING ACTIVITIES</b>  |                   |
| Net Proceeds from Line of Credit   | 272,036           |
| Repayment of Long-Term Debt  | (107,411)         |
| Net Proceeds from Long-Term Debt   | 143,000           |
| Repayment of Capital Lease Obligation  | <u>(25,288)</u>   |
| <i>Net Cash Provided by Financing Activities</i>   | <u>282,337</u>    |
| <br><b>NET DECREASE IN CASH<br/>AND CASH EQUIVALENTS</b>   | (634)             |
| <br><i>Cash and Equivalents, Beginning of Year</i>   | <u>187,150</u>    |
| <br><i>Cash and Equivalents, End of Year</i>   | <u>\$ 186,516</u> |
| <br><b>Supplemental Disclosure of Cash Flow Information</b>  |                   |
| Cash Paid During the Year For:   |                   |
| Interest   | <u>\$ 222,133</u> |

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See Accompanying Notes are an Integral Part of These Financial Statements

# **Guardianship Services**

**A TRI-COUNTY COMMUNITY ACTION PROGRAM**

## **Mission Statement:**

It is the mission of Tri-County CAP, Inc./GS to provide quality GUARDIANSHIP, PROTECTIVE AND FIDUCIARY SERVICES to incapacitated residents of New Hampshire.

## **Tri-County Community Action Program, Inc.**

**Helping people, changing lives... in the North Country of New Hampshire**

### **Mission**

Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

Tri-County Community Action Programs...  
Helping people, changing lives.

## Résumé

Peter G. Higbee

### Professional Experience

February, 1999 to  
present

**Tri-County CAP, Inc.**  
**Berlin, NH**

*Deputy Director/Chief Operating Officer, responsible for organizational development, IT, and planning and management support for large (275 employees) human service agency's comprehensive array of programs and projects. Chief Operating Officer since June, 2012.*

February, 1996 to  
January 1999

**Tri-County CAP, Inc.**  
**Berlin, NH**

*Planning & Administrative Coordinator, responsible for planning and management support for comprehensive array of human service programs.*

September, 1987 to  
August, 1996

**College for Lifelong Learning, University System of NH (now Granite State College)**  
**Littleton & Berlin, NH offices, various sites**

*Teaching Faculty, responsible for courses in Early Childhood Education Degree and Certificate programs, including Parent-Staff Relations, Guiding the Behavior of Young Children, Pre-school Child Development, and Foundations of Early Childhood Education.*

October, 1986 to  
February, 1996

**Tri-County CAP, Inc. - Head Start**  
**Berlin, NH**

*Director of Head Start program, responsible for overall operation of comprehensive child and family development program offering center-based and home-based services to 238 families through 10 community-based sites. \$1 million\* budget, 50\* staff.*

September, 1980 to  
October, 1986

**Tri-County CAP, Inc. - Head Start**  
**Berlin, NH**

*Education/Special Needs/Mental Health Coordinator, responsible for planning and supervising implementation of Education, Special Needs and Mental Health services to up to 177 Head Start children and families, through community-based staff.*

September, 1977 to  
September, 1980

**Tri-County CAP, Inc. - Head Start**  
**No. Stratford & Littleton, NH**

*Head Teacher, responsible for classroom of up to 20 3- to 5-year-old Head Start children, including integration of nutrition and health services, parent support and parent involvement. Classes included special needs children.*

February, 1975 to  
August, 1977

**Coppermine School**  
**Franconia, NH**

*Teacher/Parent Participant in the co-operative founding and operation of an alternative, ungraded, parent-run elementary school, including Teaching at the primary level.*

### Education

**State College at Boston**  
**Boston, MA**  
**B.A., English, minor in Psychology, 1982**

## Education (continued)

*Additional coursework includes Psychology courses at Plymouth (NH) State College and Lesley College (Cambridge, MA); Adult and Early Childhood Education courses at Antioch New England Graduate School (Keene, NH); and Management courses at Texas Tech (Dallas, TX) and Management Fellows program at The Anderson Graduate School of Management at UCLA (Los Angeles, CA). Mediation training includes child and family and victim-offender mediation.*

## Organizations & Memberships

Nov., 2011 to present

### **City of Berlin, NH** **Berlin, NH**

*Elected City Council Member, Ward III.*

2008 to present

### **Berlin Industrial Development and Park Authority** **Berlin, NH**

*Authority Member, appointed by Mayor and Council. Vice-Chair 2010 - present.*

1999 to 2009

### **North Country Health Consortium** **Littleton, NH**

*Board Member of organization of Northern NH health and social service providers, including area hospitals, home health agencies, etc. Served on Technology committee, Oral Health Work Group and Executive Committee, including five terms as Vice-President of NCHC.*

1998 to present

### **NH CAP Association -- Technology Committee** **Statewide, NH**

*Committee Member (currently Co-Chair) of statewide technology Committee overseeing development and implementation of a statewide electronic intake, referral, and case management system for the six NH CAPs and the Governor's Office of Energy & Community Services.*

1988 to 1998

### **Ammonoosuc Community Health Services** **Littleton, NH**

*Board Member 1988 - 98, President, 1989 - 95. During tenure as president, agency received Corporate Fund Award for Management Excellence; constructed new facility; and merged with rural health care provider to form Community Health Center Network.*

1986 to 1996

### **New Hampshire Head Start Directors' Association** **Statewide, NH**

*Association Member, President 1989 to 1994. During tenure state Head Start Programs sought and secured supplemental funding for Head Start from the State of NH through special-legislation. Represented State programs at national level, and provided timely and accurate information exchange between local and national groups.*

1984 to 1998

### **Region I, (New England) Administration for Children and Families** **Boston, MA (Working through consultant contracts managed by 3rd parties)**

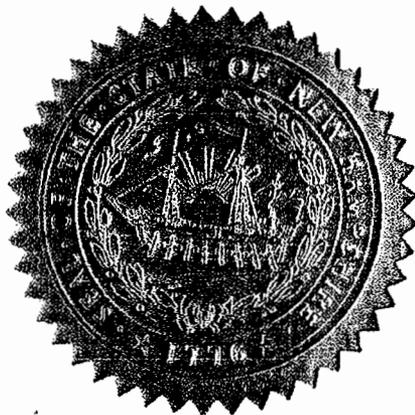
*Consultant/Program Monitor, participating in reviews of Head Start programs throughout New England, monitoring compliance with federal Performance Standards in the areas of Education, Disabilities, Mental Health and Administration.*

*Consultant/Member of Race Relation Work Group, researching the status of and making recommendations to improve the quality of interracial relations within the New England Head Start community.*

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21<sup>st</sup> day of May A.D. 2013

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

William M. Gardner  
Secretary of State

# Tri County Community Action Program

## BOARD OF DIRECTORS

| Coös COUNTY  | CARROLL COUNTY   | GRAFTON COUNTY  |
|--|--|---|
| <b>William Hatch, President</b><br>Gorham, NH - Public | <b>Rita Libby, Vice-President</b><br>West Ossipee, NH - Low Income | <b>Nancy Plantinga, Vice President</b><br>Plymouth, NH - Low Income |
| <b>Rudy Urban, Secretary</b><br>Berlin, NH - Public    | <b>Eric Bossidy</b><br>Freedom, NH - Public                        | <b>Karen Matthews, Treasurer</b><br>Littleton, NH - Private         |
| <b>Ed Labonville</b><br>Bartlett, NH - Low Income      | <b>Edward Tobin</b><br>Conway, NH - Public                         | <b>Ned Densmore</b><br>Franconia, NH - Private                      |
| <b>Jim Weagle</b><br>Groveton, NH - Public             |  | <b>Sandy Kydd</b><br>Plymouth, NH - Low Income                      |

### Sources of Revenue Form

| New Hampshire Department of Health and Human Services<br>Division of Community Based Care Services                        |                                    |            |                                      |            |   |
|---|------------------------------------|------------|--------------------------------------|------------|---|
| Bidder Name: Tri-County CAP, Inc.<br>Name of Program: Guardianship Services<br>Budget Period: 7/01/2013 through 6/30/2014 |                                    |            |                                      |            |   |
| A   | B                                  | C          |                                      | D          | E |
|   | Revenue from Current Budget Period |            | Projected Revenue from Budget Period |            |   |
|   | Dollar Amount                      | Percentage | Dollar Amount                        | Percentage |   |
| State Funds   | \$0.00                             | 0%         | \$ 385,050.00                        | 46%        |   |
| (Specify program below)   |                                    |            | minimum                              |            |   |
|   |                                    |            |                                      |            |   |
|   |                                    |            |                                      |            |   |
|   |                                    |            |                                      |            |   |
|   |                                    |            |                                      |            |   |
| Department of Corrections   | \$0.00                             | 0%         | \$ 10,950.00                         | 1%         |   |
| City/Town Funds   | \$0.00                             | 0%         | \$0.00                               | 0%         |   |
| Other Federal Funds   | \$0.00                             | 0%         | \$0.00                               | 0%         |   |
| United Way  | \$0.00                             | 0%         | \$0.00                               | 0%         |   |
| Other Funds   | \$0.00                             | 0%         | \$ 434,684.87                        | 52%        |   |
| Fundraising   | \$0.00                             | 0%         | \$0.00                               | 0%         |   |
| Bureau of Elderly & Adult   | \$0.00                             | 0%         | \$5,694.00                           | 1%         |   |
| Consulting Services   | \$0.00                             | 0%         | \$ -                                 | 0%         |   |
| TOTAL   | \$0.00                             | 0%         | \$ 836,378.87                        | 0%         |   |
| In-kind (specify below)   | \$0.00                             | 0%         | \$0.00                               | 0%         |   |
| TOTAL   | \$0.00                             | 0%         | \$ 836,378.87                        | 100.00%    |   |

TRI-COUNTY COMMUNITY ACTION, INC./GUARDIANSHIP SERVICES

BUDGET FISCAL YEAR 2013  
July 1st, 2013 through June 30th 2014

REVENUE

|   |  |                          |                     |
|---|--|--------------------------|---------------------|
| DHHS/Guardianship/Protection                                  | 288 @ \$3.85<br>per diem x 365 days      | \$404,712.00             |                     |
| Technical Assistance \$60/hr.<br>Training                     |  | \$2,000.00<br>\$1,500.00 |                     |
| Vacancy Rate -1.5%  |  | -\$6,069.91              | \$385,050.00        |
| <b>MINIMUM DIVISION<br/>CONTRACT (Guaranteed)</b>             |  | <b>\$385,050.00</b>      |                     |
| <b>TOTAL DIVISION</b>   | 288 Maximum Slots                        | <b>\$402,142.09</b>      | <b>\$385,050.00</b> |
| <b>CONTRACT - NH DEPARTMENT OF<br/>CORRECTIONS *Partial</b>   | 5 @ \$6.00<br>per diem x 365 days        |                          | <b>\$10,950.00</b>  |
| <b>TOTAL DOC</b>  | 15 Maximum Slots                         | <b>\$32,850.00</b>       |                     |
| <b>CONTRACT - NH BUREAU OF<br/>ELDERLY AND ADULT SERVICES</b> | 3 Slots<br>1/12th per month              |                          | <b>\$5,694.00</b>   |
| <b>PRIVATE PAY CLIENTS:</b>                                   |  |                          |                     |
| Person Only *Community Based<br>\$240.00/Month                | 47 Slots @ \$7.89<br>per diem x 365 day  | <b>\$135,352.95</b>      |                     |
| Person Only *Nursing Home Based<br>\$235.00/Month             | 32 Slots @ \$7.73<br>per diem x 365 days | <b>\$90,286.40</b>       |                     |
| Person Only *Varied Rates<br>Average Calculation              | 8 Slots @ \$177.63<br>Per Month          | <b>\$17,052.48</b>       |                     |
| DD MEDICAID CLIENTS   | 48 Slots @ \$2.22<br>per diem x 365 days | <b>\$38,894.40</b>       |                     |
| <b>PRIVATE CLIENTS/PERSON</b>                                 |  |                          | <b>\$281,586.23</b> |

**EXPENSES**

| <b>SALARIES</b>                       |             |               |                     |
|---------------------------------------|-------------|---------------|---------------------|
| <b>Position</b>                       | <b>Rate</b> | <b>Annual</b> |                     |
| Director dk                           | \$30.00     | \$62,400.00   |                     |
| Associate Director jm                 | \$24.00     | \$49,920.00   |                     |
| Staff Guardian pg                     | \$17.50     | \$36,400.00   |                     |
| Staff Guardian jg 35 hrs.             | \$17.50     | \$31,850.00   |                     |
| Client Services System Admin. st      | \$17.00     | \$35,360.00   |                     |
| Staff Guardian OPEN                   | \$13.50     | \$28,080.00   |                     |
| Staff Guardian sl                     | \$15.00     | \$31,200.00   |                     |
| Staff Guardian mt                     | \$13.50     | \$28,080.00   |                     |
| Estate Guardian/Conservator ks        | \$15.00     | \$31,200.00   |                     |
| Payee Administrator lj                | \$14.75     | \$30,680.00   |                     |
| Program Associate dc                  | \$14.00     | \$29,120.00   |                     |
| Benefits Administrator OPEN           | \$12.00     | \$18,720.00   |                     |
| Administrative Associate jp           | \$12.00     | \$24,960.00   |                     |
| Admin/Payee Associate sleslie 30 hrs. | \$10.00     | \$15,600.00   |                     |
| Receptionist/Clerk pgerman 35 hrs.    | \$11.00     | \$20,020.00   |                     |
| Bookkeeper 12hrs/month                | \$15.00     | \$2,160.00    |                     |
| Receptionist /Clerk ab 20 hrs.        | \$9.07      | \$9,432.80    |                     |
| Receptionist/Clerk sv 20 hrs.         | \$8.00      | \$8,320.00    |                     |
| <b>Total Salaries</b>                 |             |               | <b>\$493,502.80</b> |
| <b>FRINGE BENEFITS:</b>               |             |               |                     |
| FICA @ .062%                          |             | \$30,597.17   |                     |
| Medicare @ .0145%                     |             | \$7,155.79    |                     |
| Unempl. Comp.                         |             | \$12,240.00   |                     |
| Health Insurance                      |             | \$82,500.00   |                     |
| Dental Insurance                      |             | \$7,608.84    |                     |
| Worker's Comp. @ .0357%               |             | \$17,618.05   |                     |
| Annuity Expense                       |             | \$10,748.00   |                     |
| <b>TOTAL FRINGE BENEFITS</b>          |             |               | <b>\$168,467.85</b> |
| <b>ADMINISTRATIVE COSTS:</b>          |             |               |                     |
| TRI-COUNTY COMMUNITY                  | 9.50%       |               | <b>\$72,432.41</b>  |
| ACTION, INC. Indirect costs           |             |               |                     |

| <b>PRIVATE ESTATE AND FINANCIAL<br/>MANAGEMENT SERVICES</b> |                    |                    |                     |
|---|--------------------|--------------------|---------------------|
| <b>EST/BILLABLE TIME</b>                                    | 200 @ \$140/hr.    | <b>\$28,000.00</b> |                     |
| <b>EST/BILLABLE TIME</b>                                    | 40 @ \$95/hr.      | <b>\$3,800.00</b>  |                     |
| <b>EST/BILLABLE TIME</b>                                    | 250 @ \$85/hr.     | <b>\$21,250.00</b> |                     |
| <b>EST/BILLABLE TIME</b>                                    | 185 @ \$55/hr.     | <b>\$10,175.00</b> |                     |
| <b>EST/BILLABLE TIME</b>                                    | 248 @ \$35/hr.     | <b>\$8,680.00</b>  |                     |
| <b>TRUST/BILLABLE TIME</b>                                  | Average Annual     | <b>\$6,050.00</b>  |                     |
| <b>PAYEE SERVICES</b>                                       | 154 @ \$39.00/mo.  | <b>\$72,072.00</b> |                     |
| <b>PAYEE SERVICES</b>                                       | 11 @ \$23.27/month | <b>\$3,071.64</b>  |                     |
| <b>NET ESTATE/TRUST/PAYEE</b>                               |                    |                    | <b>\$153,098.64</b> |
| <b>TOTAL PRIVATE REVENUE</b>                                |                    |                    | <b>\$434,684.87</b> |
| <b>TOTAL REVENUE</b>  |                    |                    | <b>\$836,378.87</b> |

|                                |            |             |                     |
|--------------------------------|------------|-------------|---------------------|
| <b>OFFICE MANAGEMENT:</b>      |            |             |                     |
| OFFICE SPACE/GARAGE RENT       | Concord    | \$15,000.00 |                     |
| OFFICE SPACE/INTERNAL          | Whitefield | \$15,000.00 |                     |
| TELEPHONE                      |            | \$15,000.00 |                     |
| POSTAGE                        |            | \$7,000.00  |                     |
| OFFICE SUPPLIES                |            | \$15,000.39 |                     |
| REPRODUCTION-Admin Office      |            | \$25.41     |                     |
| PUBLICATION/MEMBERSHIPS        |            | \$1,050.00  |                     |
| ADVERTISEMENT                  |            | \$500.00    |                     |
| TRAINING                       |            | \$2,000.00  |                     |
| CONFERENCES/REGISTRATIONS      |            | \$1,000.00  |                     |
| LEGAL FEES                     |            | \$2,000.00  |                     |
| BANK FEES/CFUND ACCOUNT        |            | \$600.00    |                     |
| TRAVEL/MILEAGE                 |            | \$21,000.00 |                     |
| CONTRACTED SERVICES            |            | \$3,000.00  |                     |
| LEASED EQUIPMENT               |            | \$2,300.00  |                     |
| EQUIPMENT PURCHASES            |            | \$1,500.00  |                     |
|                                |            |             |                     |
| <b>TOTAL OFFICE MANAGEMENT</b> |            |             | <b>\$101,975.80</b> |

|                       |                     |            |
|-----------------------|---------------------|------------|
| <b>% CONTRACT</b>     |                     | <b>46%</b> |
| <b>TOTAL INCOME</b>   | <b>\$836,378.87</b> |            |
| <b>TOTAL EXPENSES</b> | <b>\$836,378.87</b> |            |
| <b>BALANCE</b>        | <b>\$0.00</b>       |            |

Client#: 53575

TRICO2

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
05/20/13

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

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

|  |  |
|--|--|
| <b>PRODUCER</b><br>Davis Towle Morrill & Everett<br>115 Airport Road<br>P O Box 1260<br>Concord, NH 03302-1260 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 603 225-6611<br>FAX (A/C, No): 603-225-7935<br>E-MAIL ADDRESS:<br>ADDRESS:   |
|  | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Philadelphia Insurance Co.<br>INSURER B: Memic Indemnity Company<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
| <b>INSURED</b><br>Tri County Community Action Program Inc<br>30 Exchange Street<br>Berlin, NH 03570            | NAIC #   |

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD                                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|---|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |   | PHPK897586    | 07/22/2012              | 07/22/2013              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COM/POP AGG \$3,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  |   | PHPK897586    | 07/22/2012              | 07/22/2013              | COMBINED SINGLE LIMIT (EA accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10000  |   | PHUB390921    | 07/22/2012              | 07/22/2013              | EACH OCCURRENCE \$2,000,000<br>AGGREGATE \$2,000,000<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N    N/A | 3102801186    | 07/01/2012              | 07/01/2013              | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**\*\*Workers Compensation\*\***  
 Workers Compensation States: NH  
 RE: Guardianship Services

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>State of NH Department of Health & Human Services<br>105 Pleasant St<br>Concord, NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|

20  
NA



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

COPY

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas  
Commissioner  
  
Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5000 1-800-852-3345 Ext. 5000  
Fax: 603-271-5058 TDD Access: 1-800-735-2964

May 17, 2013

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

Approved by G+C

Date 6/19/13

Item No. 111

Requested Action

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services to amend an agreement, purchase order number 1009018, with Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, New Hampshire 03570, vendor code 177195, to provide public guardianship services by increasing the price limit \$402,142.09 from \$1,195,938.91 to an amount not to exceed \$1,598,081, and extending the completion date to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on June 23, 2010, item number 129, and subsequently amended on June 8, 2011, item number 125, and June 20, 2012, item number 81. Funds are anticipated to be available in the following account in State Fiscal Year 2014 based upon the availability and continued appropriation of funds in the future operating budget:

05-95-92-920010-7002 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, LEGAL-GUARDIANSHIP SVCS

| <u>Fiscal Year</u> | <u>Class/Object</u> | <u>Class Title</u>             | <u>Current Modified Budget</u> | <u>Increase (Decrease) Amount</u> | <u>Revised Modified Budget</u> |
|--------------------|---------------------|--------------------------------|--------------------------------|-----------------------------------|--------------------------------|
| 2011               | 102-500731          | Contracts for Program Services | \$ 391,261.57                  | \$ 0.00                           | \$ 391,261.57                  |
| 2012               | 102-500731          | Contracts for Program Services | \$ 402,536.02                  | \$ 0.00                           | \$ 402,536.02                  |
| 2013               | 102-500731          | Contracts for Program Services | \$ 402,141.32                  | \$ 0.00                           | \$ 402,141.32                  |
| 2014               | 102-500731          | Contracts for Program Services | \$ 0.00                        | \$ 402,142.09                     | \$ 402,142.09                  |
|                    |                     |                                | \$ 1,195,938.91                | \$ 402,142.09                     | \$ 1,598,081.00                |

2. Authorize an advance payment up to a maximum of \$64,180 of the contract price limitation.

Explanation

The purpose of this request is to extend an agreement with Tri-County Community Action Program, Inc. to provide guardianship and protection, on a statewide basis, to persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs. These services are needed to meet the State's statutory obligations to safeguard incapacitated persons in the state institutions as well as in community mental health and developmental service programs. It also carries out the requirements of RSA 135-C: 60, and RSA 171-A: 10, II. Tri-County Community Action Program, Inc. pursuant to RSA 547-B: 6 has been designated by the New Hampshire Supreme Court as an approved organization for the purpose of providing guardianship and protection services pursuant to RSA 464-A. This contract shall provide for guardianship services for up to 288 cases during the contract period. The emphasis in providing such services shall be to ensure that the guardianships maintained and sought shall be limited in accordance with the standards embodied in RSA 464-A.

The advance payment shall allow Tri-County Community Action Program, Inc. to meet its operating obligations while providing services during the initial two months of this agreement.

Using a public notice posted on the Department of Health and Human Services website on February 22, 2010, as RFP Number 11-DCBCS-GPS-01, the Division of Community Based Care Services requested proposals for providing public guardianship services in the State. Five renewals of one year each are possible at the Department's discretion. Tri-County Community Action Program, Inc. responded by submitting a proposal to provide public guardianship services to people with a mental illness, or a developmental disability who are eligible for State-funded services. Tri-County Community Action Program, Inc. was one of two agencies to apply to provide public guardianship services.

A competitive review process was utilized to evaluate all proposals submitted by the deadline. Participants in the review process included DHHS staff from the Bureau of Behavioral Health, the Bureau of Developmental Services, and the Office of Client and Legal Services. This process involved an assessment of the proposals submitted including an evaluation of scope of work, bidder background and experience, and the cost proposal. Both proposals submitted for fiscal year 2011 scored over the required minimum.

Based on a favorable review of the above by the review team, and because Tri-County Community Action Program, Inc. has in previous contracts amply demonstrated its ability to provide high-level public guardianship services to clients and the community served, DCBCS requests this contract be extended for one year to allow Tri-County Community Action Program, Inc. to continue providing services.

The agreement for State Fiscal Year 2013 served up to 288 cases. In State Fiscal Year 2014 this agreement will also serve up to 288 cases.

This agreement also includes a line item for mentoring services and training. Mentoring services are provided to family members who are willing to serve as guardian but who require a period of support. Providing this support shall obviate need for a public guardian in these cases and shall thereby save the State from paying the cost of a permanent public guardianship.

The total agreement price is \$1,598,081, which is an increase of \$402,142.09 from the contract price of \$1,195,938.91.

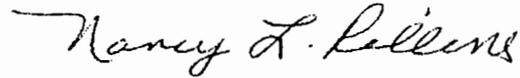
Attached is a copy of the previously approved letter to the Governor and Council. Additionally, the Request for Proposal contained a provision allowing for five one-year extensions at the Department's discretion and approval by the Governor and Council.

Should Governor and Council determine not to approve this request, the Division of Community Based Care Services would be out of compliance with the requirements of RSA 135-C: 60, and RSA 171-A: 10, II and persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs would be harmed.

Area served: statewide.

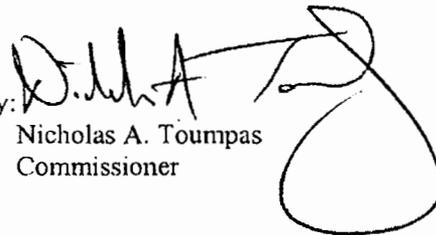
Source of funds: 100% general funds.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

RSP/pbr/sl

Attachments

SRL  
SP



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

60017

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas  
Commissioner  
  
Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5000 1-800-852-3345 Ext. 5000  
Fax: 603-271-5058 TDD Access: 1-800-735-2964

May 1, 2012

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

Approved by G+C  
Date 6/20/12  
Item No. 81

**Requested Action**

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services to amend an agreement, purchase order number 1009018, with Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, New Hampshire 03570, vendor code 177195, to provide public guardianship services by increasing the price limitation by \$402,536.02 from \$793,797.59 to an amount not to exceed \$1,196,333.61, and extending the completion date to June 30, 2013, effective July 1, 2012 or date of Governor and Executive Council approval, whichever is later. This agreement was originally approved by Governor and Executive Council on June 23, 2010, item number 129, and subsequently amended on June 8, 2011, item number 125. Funds are available in the following account:

**05-95-92-920010-7002 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:BEHAVIORAL HEALTH-DIV OF, DIV OF BEHAVIORAL HEALTH, LEGAL-GUARDIANSHIP SVCS**

| <u>Fiscal Year</u> | <u>Class/Object</u> | <u>Class Title</u>             | <u>Current Modified Amount</u> | <u>Increase Amount</u> | <u>Revised Modified Amount</u> |
|--------------------|---------------------|--------------------------------|--------------------------------|------------------------|--------------------------------|
| 2011               | 102-500731          | Contracts for Program Services | \$391,261.57                   |                        | \$ 391,261.57                  |
| 2012               | 102-500731          | Contracts for Program Services | \$402,536.02                   |                        | \$ 402,536.02                  |
| 2013               | 102-500731          | Contracts for Program Services | <u>\$ 0.00</u>                 | <u>\$402,536.02</u>    | <u>\$ 402,536.02</u>           |
|                    |                     |                                | \$793,797.59                   | \$402,536.02           | \$1,196,333.61                 |

2. Authorize an advance payment up to a maximum of \$64,238.04 of the contract price limitation.

**Explanation**

The purpose of this request is to extend an agreement with Tri-County Community Action Program, Inc. to provide guardianship and protection, on a statewide basis, to persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs. These services are needed to meet the State's statutory obligations to safeguard incapacitated persons in the state institutions as well as in community mental health and developmental service programs. It also carries out the requirements of RSA 135-C: 60, and RSA 171-A: 10, II. Tri-County Community Action Program, Inc. pursuant to RSA 547-B: 6 has been designated by the New Hampshire Supreme Court as an approved organization for the purpose of providing guardianship and

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 1, 2012  
Page 2

protection services pursuant to RSA 464-A.. This contract shall provide for guardianship services for up to 298 cases during the contract period. The emphasis in providing such services shall be to ensure that the guardianships maintained and sought shall be limited in accordance with the standards embodied in RSA 464-A..

The advance payment shall allow Tri-County Community Action Program, Inc. to meet its operating obligations while providing services during the initial two months of this agreement.

Using a public notice posted on the Department of Health and Human Services website on February 22, 2010, as RFP Number 11-DCBCS-GPS-01, DCBCS requested proposals for providing public guardianship services in the State. Five renewals of one year each are possible at the Department's discretion. Tri-County Community Action Program, Inc. responded by submitting a proposal to provide public guardianship services to people with a mental illness, or a developmental disability who are eligible for State-funded services. Tri-County Community Action Program, Inc. was one of two agencies to apply to provide public guardianship services.

A competitive review process was utilized to evaluate all proposals submitted by the deadline. Participants in the review process included Department staff from the Bureau of Behavioral Health, the Bureau of Developmental Services, and the Office of Client and Legal Services. This process involved an assessment of the proposals submitted including an evaluation of scope of work, bidder background and experience, and the cost proposal. Both proposals submitted for fiscal year 2011 scored over the required minimum.

Based on a favorable review of the above by the review team, and because Tri-County Community Action Program, Inc. has in previous contracts amply demonstrated its ability to provide high-level public guardianship services to clients and the community served, the Division of Community Based Care Services requests this contract be extended for one year to allow Tri-County Community Action Program, Inc. to continue providing services.

The agreement for State Fiscal Year 2012 served up to 298 cases. In State Fiscal Year 2013 this agreement will also serve up to 298 cases.

This agreement also includes a line item for mentoring services and training. Mentoring services are provided to family members who are willing to serve as guardian but who require a period of support. Providing this support shall obviate need for a public guardian in these cases and shall thereby save the State from paying the cost of a permanent public guardianship.

Attached is a copy of the previously approved letter to the Governor and Executive Council. Additionally the Request for Proposal contained a provision allowing for five one year extensions at the Department's discretion and approval by the Governor and Executive Council.

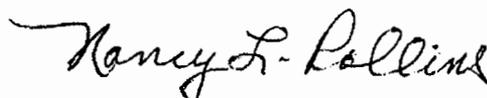
Should Governor and Executive Council determine not to approve this request the Division of Community Based Care Services would be out of compliance with the requirements of RSA 135-C: 60, and RSA 171-A: 10, II and persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs would be harmed.

Area served: statewide.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 1, 2012  
Page 3

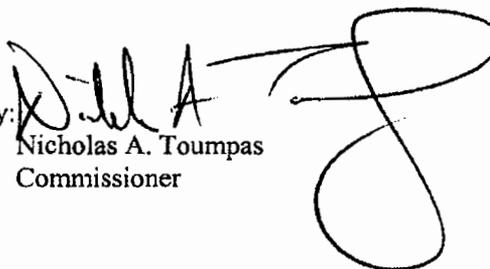
Source of funds: 100% general funds.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

RSP/pbr  
Attachments



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

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas  
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-5000 1-800-852-3345 Ext. 5000  
 Fax: 603-271-5058 TDD Access: 1-800-735-2964

Nancy L. Rollins  
 Associate Commissioner

Approved by G+C

May 11, 2011

Date 6-8-11

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

Item # 125

Contract # 1009018

Requested Action 1009018

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services to amend an agreement, purchase order number ~~102528~~, with Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, New Hampshire 03570, vendor code 177195, to provide public guardianship services by increasing the price limit by \$402,536.02 from \$391,261.57 to \$793,797.59, and extending the completion date to June 30, 2012, effective July 1, 2011 or date of Governor and Executive Council approval, whichever is later. This agreement was originally approved by Governor and Executive Council on June 23, 2010, item number 129. Funds are anticipated to be available in the following account in State Fiscal Year 2012 upon the availability and continued appropriation of funds in the future operating budget:

05-95-92-920010-7002 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
 HHS:BEHAVIORAL HEALTH-DIV OF, DIV OF BEHAVIORAL HEALTH, LEGAL-GUARDIANSHIP  
 SVCS

| Fiscal Year | Class/Object | Class Title                    | Current Modified Amount | Increase Amount | Revised Modified Amount |
|-------------|--------------|--------------------------------|-------------------------|-----------------|-------------------------|
| 2011        | 102-500731   | Contracts for Program Services | \$391,261.57            |                 | \$391,261.57            |
| 2012        | 102-500731   | Contracts for Program Services | \$ 0.00                 | \$402,536.02    | \$402,536.02            |
|             |              |                                | \$391,261.57            | \$912,797.29    | \$793,797.59            |

2. Authorize an advance payment up to a maximum of \$64,238.04 of the contract price limitation.

Explanation

The purpose of this request is to extend an agreement with Tri-County Community Action Program, Inc. to provide guardianship and protection, on a statewide basis, to persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs. These services are needed to meet the State's statutory obligations to safeguard incapacitated persons in the state institutions as well as in community mental health and developmental service programs. It also carries out the requirements of RSA 135-C: 60, and RSA 171-A: 10, II. Tri-County Community Action Program, Inc. pursuant to RSA 547-B: 6 has been designated by the New Hampshire Supreme Court as an approved organization for the purpose of providing guardianship and protection services pursuant to RSA 464-A. This contract shall provide for guardianship services for up to 298 cases during the contract period. The emphasis in providing such services shall be to ensure that the guardianships maintained and sought shall be limited in accordance with the standards embodied in RSA 464-A.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 11, 2011  
Page 2

The advance payment shall allow Tri-County Community Action Program, Inc. to meet its operating obligations while providing services during the initial two months of this agreement.

Using a public notice posted on the Department of Health and Human Services website on February 22, 2010, as RFP Number 11-DCBCS-GPS-01, DCBCS requested proposals for providing public guardianship services in the State. Five renewals of one year each are possible at the Department's discretion. Tri-County Community Action Program, Inc. responded by submitting a proposal to provide public guardianship services to people with a mental illness, or a developmental disability who are eligible for State-funded services. Tri-County Community Action Program, Inc. was one of two agencies to apply to provide public guardianship services.

A competitive review process was utilized to evaluate all proposals submitted by the deadline. Participants in the review process included DHHS staff from the Bureau of Behavioral Health, the Bureau of Developmental Services, and the Office of Client and Legal Services. This process involved an assessment of the proposals submitted including an evaluation of scope of work, bidder background and experience, and the cost proposal. Both proposals submitted for fiscal year 2011 scored over the required minimum.

Based on a favorable review of the above by the review team, and because Tri-County Community Action Program, Inc. has in previous contracts amply demonstrated its ability to provide high-level public guardianship services to clients and the community served, DCBCS requests this contract be extended for one year to allow Tri-County Community Action Program, Inc. to continue providing services.

The agreement for State Fiscal Year 2011 served up to 290 cases. In State Fiscal Year 2012 this agreement will serve up to 298 cases, which includes the current caseload of 288, plus 2 current pending cases and an additional 8 cases. Based upon previous experience, it is anticipated that there will be a need for this agency to assume these additional cases from the Bureau of Behavioral Health, or the Bureau of Developmental Services this fiscal year. These additional slots will be filled over the course of the year. Hence, over the year there will always be a certain number of vacant slots. The maximum contract amount includes a one and one-half (1 ½) percent reduction to reflect this vacancy rate.

This agreement also includes a line item for mentoring services and training. Mentoring services are provided to family members who are willing to serve as guardian but who require a period of support. Providing this support shall obviate need for a public guardian in these cases and shall thereby save the State from paying the cost of a permanent public guardianship.

The total agreement price is \$793,797.59, which is an increase of \$402,536.02 from the contract price of \$391,261.57.

Attached is a copy of the previously approved letter to the Governor and Executive Council. Additionally the Request for Proposal contained a provision allowing for five one year extensions at the Department's discretion and approval by the Governor and Executive Council.

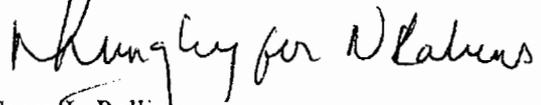
Should Governor and Executive Council determine not to approve this request the Division of Community Based Care Services would be out of compliance with the requirements of RSA 135-C: 60, and RSA 171-A: 10, II and persons with mental illness and developmental impairments whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs would be harmed.

Area served: statewide.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 11, 2011  
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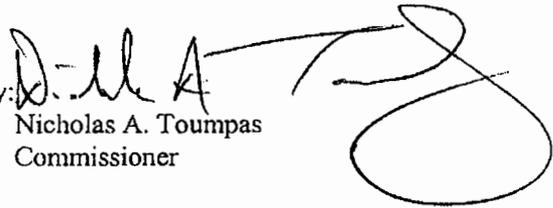
The source of funds for appropriation 7002 is 100% general funds. Your favorable consideration of this request shall be greatly appreciated.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

KRN  
Attachments



COPY

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

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate Commissioner

BUREAU OF BEHAVIORAL HEALTH

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5000 1-800-852-3345 Ext. 5000  
Fax: 603-271-5058 TDD Access: 1-800-735-2964

May 14, 2010

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

G+C

Date 6-23-10

Item No. 129

Requested Action

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services (DCBCS) to enter into a agreement with Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, New Hampshire 03570, vendor code 177195, to provide public guardianship services in an amount not to exceed \$391,261.57 for the period effective July 1, 2010, or date of Governor and Executive Council approval, whichever is later, through June 30, 2011. Funds are available in the following account in fiscal year 2011:

05-95-92-920010-7002 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:BEHAVIORAL HEALTH-DIV OF, DIV OF BEHAVIORAL HEALTH, LEGAL-GUARDIANSHIP SVCS

| <u>Class/Object</u> | <u>Class Title</u>             | <u>Activity Code</u> | <u>FY 2011</u> |
|---------------------|--------------------------------|----------------------|----------------|
| 102-0731            | Contracts for Program Services | 92107002             | \$391,261.57   |
| Total               |                                |                      | \$391,261.57   |

2. Authorize an advance payment up to a maximum of \$61,949.75 of the contract price limitation.

Explanation

Tri-County Community Action Program, Inc. shall provide guardianship and protection, on a statewide basis, to mentally ill and developmentally impaired persons whose incapacities leave them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs. These services are needed to meet the State's statutory obligations to safeguard incapacitated persons in the state institutions as well as in community mental health and developmental service programs. It also carries out the requirements of RSA 135-C: 60, and RSA 171-A: 10, II. Tri-County Community Action Program, Inc. pursuant to RSA 547-B: 6 has been designated as an approved organization for the purpose of providing guardianship and protection services pursuant to RSA 464-A. This contract shall provide for guardianship services for up to 290 cases during the contract period.

The emphasis in providing such services shall be to ensure that the guardianships maintained and sought shall be limited in accordance with the standards embodied in RSA 464-A.

The advance payment shall allow Tri-County Community Action Program, Inc. to meet its operating obligations while providing services during the initial two months of this contract extension.

Using a public notice posted on the Department of Health and Human Services (DHHS) website on February 22, 2010, as RFP Number 11-DCBCS-GPS-01, DCBCS requested proposals for providing public guardianship services in the State. Five renewals of one year each are possible at the Department's discretion. Tri-County Community Action Program, Inc. responded by submitting a proposal to provide public guardianship services to people with a mental illness, or a developmental disability who are eligible for State-funded services. Tri-County Community Action Program, Inc. was one of two agencies to apply to provide public guardianship services.

A competitive review process was utilized to evaluate all proposals submitted by the deadline. Participants in the review process included DHHS staff from the Bureau of Behavioral Health, the Bureau of Developmental Services, and the Office of Client and Legal Services. This process involved an assessment of the proposals submitted including an evaluation of scope of work, bidder background and experience, and the cost proposal. Both proposals submitted for fiscal year 2011 scored over the required minimum.

Based on a favorable review of the above by the review team, and because Tri-County Community Action Program, Inc. has in previous contracts amply demonstrated its ability to provide high-level public guardianship services to clients and the community served, DCBCS requests this contract be funded to allow Tri-County Community Action Program, Inc. to continue providing services.

The contract for fiscal year 2010 is in the amount of \$391,261.57 to serve up to 290 cases. This proposed contract for fiscal year 2011 is level funded and shall serve up to 290 cases, which includes the current caseload of 288, plus 2 current pending cases. Based upon previous experience, it is anticipated that there shall be a need for this agency to assume additional cases from the Bureau of Behavioral Health or the Bureau of Developmental Services during this fiscal year. Due to client terminations during the year, there shall always be a certain number of vacant slots. The maximum contract amount includes a one and one-half (1½) percent reduction to the calculated number of client days to reflect this vacancy rate.

This contract includes a line item for mentoring services and training. Mentoring services are provided to family members who are willing to serve as guardian but who require a period of support. Providing this support shall obviate need for a public guardian in these cases and shall thereby save the State from paying the cost of a permanent public guardianship.

Area served: statewide.

Source of funds: 100% General Funds.

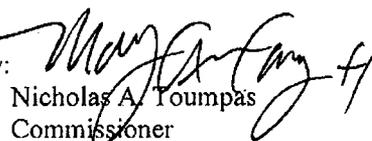
Your favorable consideration of this request shall be greatly appreciated.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Youmpas  
Commissioner

KRN

Contracts FY11/Guardianship/Tri-County Community Action Program, Inc.

Enclosures