



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

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

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate Commissioner

May 17, 2013

100% GENERAL FUNDS

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable 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 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.

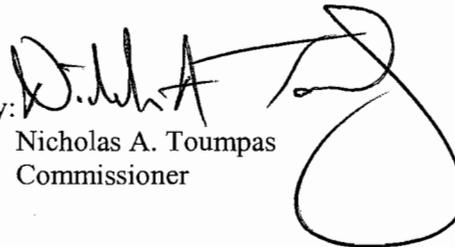
Source of funds: 100% general funds.

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: 5.22.13

- 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 Modified Budget</u>	<u>Increase (Decrease) Amount</u>	<u>Revised Modified 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.

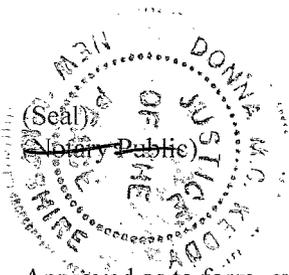
By: Peter Higbee
Peter Higbee, Chief Operating Officer

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: Jeanne P. Herrick
Jeanne P. Herrick, Attorney

Date: 4 June 2013

Contractor Initials: P.H.
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

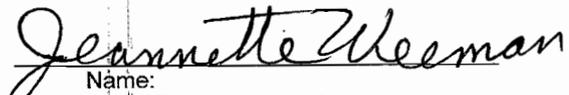
5/21/13

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 21st day of May, 2013, by Todd C. Fahey, Special Trustee.


Name:
Title: Notary Public/Justice of the Peace

(Seal)

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

CERTIFICATE OF VOTE

I, (Board Secretary), do hereby certify that:

1. I am the duly elected Clerk of (Official Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on (Date the Meeting was held).

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 (President) (Vice President) or (Treasurer) 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.

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
*Socia 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]
(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 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.

Contractor Initials: P.H.

Date: 5.21.13

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.

(Contractor Name)

May 21, 2013

(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

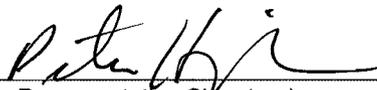
STANDARD EXHIBIT H

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)

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

Nancy L. Rollins

Peter Higbee

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

May 21, 2013

Date

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.

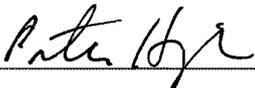
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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
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(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
Total Current Assets	<u>981,551</u>
PROPERTY AND EQUIPMENT	
Plant and Equipment	10,260,796
Less: Accumulated Depreciation	<u>(3,410,650)</u>
Net Property and Equipment	<u>6,850,146</u>
OTHER ASSETS	
Restricted Cash - Debt Service	186,516
Other Assets	<u>46,174</u>
Total Other Assets	<u>232,690</u>
TOTAL ASSETS	<u><u>\$ 8,064,387</u></u>
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	<u>630,759</u>
Total Current Liabilities	<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	<u>114,433</u>
Total Long-Term Liabilities	<u>1,084,954</u>
TOTAL LIABILITIES	<u>7,423,637</u>
NET ASSETS	
Unrestricted	(321,749)
Temporarily Restricted	<u>962,499</u>
TOTAL NET ASSETS	<u>640,750</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 8,064,387</u></u>

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

	Unrestricted	Temporarily Restricted	Total
SUPPORT AND REVENUES			
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
Total Support and Revenues	19,332,810	767,199	20,100,009
NET ASSETS RELEASED FROM RESTRICTION			
Expiration of Program Restrictions	-	-	-
OPERATING EXPENSES			
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
Total Operating Expenses	21,139,939	-	21,139,939
OTHER EXPENSES			
Loss on Interest Rate Swap	44,620	-	44,620
TOTAL EXPENSES	21,184,559	-	21,184,559
CHANGES IN NET ASSETS	(1,851,749)	767,199	(1,084,550)
<i>Net Assets, Beginning of Year as Previously Reported</i>	2,235,260	-	2,235,260
<i>Prior Period Adjustment, see Note P</i>	(705,260)	195,300	(509,960)
<i>Net Assets, Beginning of Year, as Restated</i>	1,530,000	195,300	1,725,300
Net Assets, End of Year	\$ (321,749)	\$ 962,499	\$ 640,750

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

CASH FLOWS FROM OPERATING ACTIVITIES	
Decrease in Net Assets	\$ (1,084,550)
Adjustments to Reconcile Change in Net Assets to Net 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>
 CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from Disposal of Property	<u>2,247</u>
 CASH FLOWS FROM FINANCING ACTIVITIES	
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>
 NET DECREASE IN CASH AND CASH EQUIVALENTS	 (634)
 <i>Cash and Equivalents, Beginning of Year</i>	 <u>187,150</u>
 <i>Cash and Equivalents, End of Year</i>	 <u>\$ 186,516</u>
 Supplemental Disclosure of Cash Flow Information	
Cash Paid During the Year For:	
Interest	<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.

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 21st day of May A.D. 2013

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

William M. Gardner
Secretary of State

Tri County Community Action Program

BOARD OF DIRECTORS

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

Sources of Revenue Form

New Hampshire Department of Health and Human Services
 Division of Community Based Care Services

Bidder Name: Tri-County CAP, Inc.

Name of Program: Guardianship Services

Budget Period: 7/01/2013 through 6/30/2014

A	B	C	D	E
Revenue from Current Budget Period	Revenue from Current Budget Period	Percentage	Projected Revenue from Budget Period	Percentage
Dollar Amount	Dollar Amount	Percentage	Dollar Amount	Percentage
State Funds (Specify program below)	\$0.00	0%	\$ 385,050.00 minimum	46%
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	100.00%
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 per diem x 365 days	\$404,712.00	
Technical Assistance \$60/hr.		\$2,000.00	
Training		\$1,500.00	
Vacancy Rate -1.5%		-\$6,069.91	\$385,050.00
MINIMUM DIVISION CONTRACT (Guaranteed)		\$385,050.00	
TOTAL DIVISION	288 Maximum Slots	\$402,142.09	\$385,050.00
CONTRACT - NH DEPARTMENT OF CORRECTIONS *Partial	5 @ \$6.00 per diem x 365 days		\$10,950.00
TOTAL DOC	15 Maximum Slots	\$32,850.00	
CONTRACT - NH BUREAU OF ELDERLY AND ADULT SERVICES	3 Slots 1/12th per month		\$5,694.00
PRIVATE PAY CLIENTS:			
Person Only *Community Based \$240.00/Month	47 Slots @ \$7.89 per diem x 365 day	\$135,352.95	
Person Only *Nursing Home Based \$235.00/Month	32 Slots @ \$7.73 per diem x 365 days	\$90,286.40	
Person Only *Varied Rates Average Calculation	8 Slots @ \$177.63 Per Month	\$17,052.48	
DD MEDICAID CLIENTS	48 Slots @ \$2.22 per diem x 365 days	\$38,894.40	
PRIVATE CLIENTS/PERSON			\$281,586.23

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

EXPENSES

SALARIES			
Position	Rate	Annual	
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	
Total Salaries			\$493,502.80
FRINGE BENEFITS:			
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	
TOTAL FRINGE BENEFITS			\$168,467.85
ADMINISTRATIVE COSTS:			
TRI-COUNTY COMMUNITY ACTION, INC. Indirect costs	9.50%		\$72,432.41

OFFICE MANAGEMENT:			
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	
TOTAL OFFICE MANAGEMENT			\$101,975.80

% CONTRACT		46%
TOTAL INCOME	\$836,378.87	
TOTAL EXPENSES	\$836,378.87	
BALANCE	\$0.00	



STATE OF NEW HAMPSHIRE

COPY

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 1-800-852-8345 Ext. 5000
Fax: 603-271-5058 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

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
Form 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.

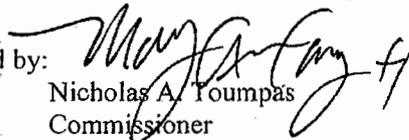
Your favorable consideration of this request shall be greatly appreciated.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Youmpas
Commissioner

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

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: 603-271-5058 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

1009018

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services to amend an agreement, purchase order number ~~102328~~, 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.

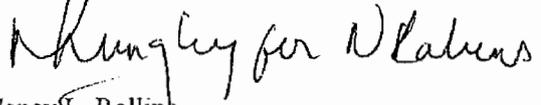
Should Governor and Executive Council determine not to approve this request the Division of Community Based Care Services would be out of compliance with the requirements of RSA 135-C: 60, and RSA 171-A: 10, II and persons with mental illness and developmental impairments whose incapacities leave them 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
Page 3

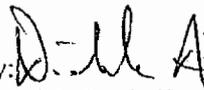
The source of funds for appropriation 7002 is 100% general funds. Your favorable consideration of this request shall be greatly appreciated.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

KRN
Attachments

5/14
SR



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

6007

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 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

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.

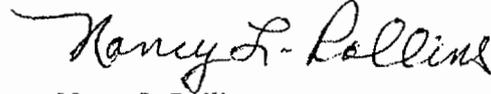
Should Governor and Executive Council determine not to approve this request the Division of Community Based Care Services would be out of compliance with the requirements of RSA 135-C: 60, and RSA 171-A: 10, II and persons with mental illness and developmental impairments whose incapacities leave them 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
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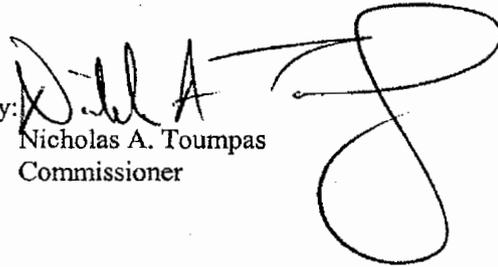
Source of funds: 100% general funds.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

RSP/pbr
Attachments