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

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas
Commissioner
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 15, 2013

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

96% General Funds
4% Federal Funds

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, to amend an agreement, Purchase Order number 1009016, with the Office of Public Guardian (vendor code 166528), 2 Pillsbury St., Suite 400, Concord, NH 03301, to provide public guardianship services by increasing the price limitation by \$1,090,361.73 from \$2,742,926.27 to an amount not to exceed \$3,833,288.00 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 9, 2010, item number 106, and subsequently amended on June 8, 2011, item number 126, and June 20, 2012, item number 80. Funds are anticipated to be available in the following accounts 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

Table with 7 columns: Fiscal Year, Class/Object, Class Title, Current Modified Budget, Increase (Decrease) Amount, Revised Modified Budget. Rows for years 2011-2014.

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Table with 7 columns: Fiscal Year, Class/Object, Class Title, Current Modified Budget, Increase (Decrease) Amount, Revised Modified Budget. Row for year 2014 and a Total row.

2. Authorize an advance payment up to a maximum of \$158,045 of the contract price limitation.

## EXPLANATION

The purpose of this request is to extend an agreement with the Office of Public Guardian to provide guardianship and protection services, on a statewide basis, to persons with mental illness, developmental impairments and incapacitated adults who are abused, neglected or exploited 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 who are abused, neglected or exploited, in state institutions as well as in community mental health and developmental service programs. It also carries out the requirements of RSA 135-C: 60, RSA 171-A: 10, II and RSA 161-F:52. The Office of Public Guardian 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 agreement will provide for guardianship services for up to 752 cases during the agreement period. The emphasis in providing such services will be to ensure that the guardianships maintained and sought will be limited in accordance with the standards embodied in RSA 464-A.

Using a public notice posted on the Department of Health and Human Services 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. The Office of Public Guardian 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. The Office of Public Guardian 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 proposal 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 the Office of Public Guardian has in previous agreements 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 agreement be extended for one year to allow the Office of Public Guardian to continue providing services.

With respect to the Agreement to purchase guardianship and protection services for incapacitated adults who are abused, neglected or exploited, an application for funding was released to the Office of Public Guardian on March 22, 2013. The application was reviewed and the funding and number of slots were negotiated. Since there are only two public guardianship agencies that have been approved by the New Hampshire Supreme Court, there were no other agencies seeking approval, and since the Department contracts with both of these agencies, a Request for Proposals would not be productive or necessary.

The agreement for State Fiscal Year 2013 served up to 710 cases. In State Fiscal Year 2014 this agreement will serve up to 752 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.

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 will obviate need for a public guardian in these cases and will thereby save the State from paying the cost of a permanent public guardianship.

Her Excellency, Governor Margaret Wood Hassan  
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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, RSA 171-A: 10, II, and RSA 161-F:52 and persons with mental illness, developmental impairments and incapacitated adults who are abused, neglected or exploited, 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.

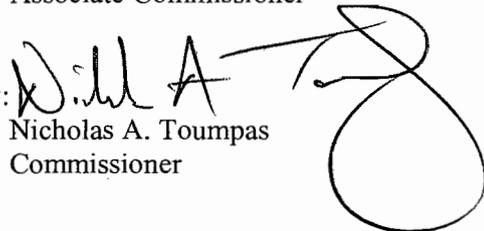
Source of funds: 96% General Funds and 4% Federal Funds.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

RSP/pbr/sl

Enclosures

# AMENDMENT TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), dated this 24<sup>th</sup> day of May, 2013, between the State of New Hampshire, acting by and through the Division of Community Based Care Services, and **Office of Public Guardian**, a nonprofit organization organized under the laws of the State of New Hampshire with a place of business at 2 Pillsbury Street, Suite 400, Concord, New Hampshire 03301 (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 on June 9, 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 date June 30, 2014.

By deleting, in subparagraph 1.8. of the General Provisions the number \$2,742,926.27 and substituting therefore the number \$3,833,288.

2. Amendment and Modification of Exhibit A, Scope of Work, Provisions Applicable to All Services

2.1. Amend paragraph 1.1. by inserting "RSA 161-F:52" following "RSA 135-C:60."

Contractor Initials: RPS  
Date: 5-24-13

2.2. Delete in sub-paragraph 1.2.2. the date August 1, 2011 and substituting therefore date August 1, 2014.

2.3. Amend paragraph 1.4. by deleting the first sentence of the paragraph and inserting:

The Contractor shall not accept or agree to provide services to any person under the Agreement without the prior approval of the State through the Office of Client and Legal Services or the Bureau of Elderly & Adult Services Adult Protective Services Administrator or designee of the Department.

2.4. Amend paragraph 1.4.1. by inserting "or Bureau of Elderly & Adult Services" following "the Office of Client and Legal Services."

2.5. Amend paragraph 1.4.1.1. by inserting "or Bureau of Elderly & Adult Services" following "the Office of Client and Legal Services."

2.6. Amend paragraph 1.4.1.1. by deleting "and" after RSA 135-C:60 and inserting "and RSA 161-F:52." after "RSA 171-A:10, II".

2.7. Amend paragraph 1.6. by deleting "Probate Court" and substituting "Circuit Court-Probate Division".

2.8. Insert new paragraph 1.8. and renumber remaining paragraphs 1.9.-1.13. The new paragraph 1.8. to read as follows:

1.8. The State agrees that the case management function regarding all referrals involving Bureau of Elderly & Adult Services clients will be supported by the BEAS Adult Protection Social Workers and the Contractor agrees to work closely with the BEAS APS Social Workers for a period of months, to be determined by the level of need following a referral.

2.9. In the newly renumbered paragraph 1.10., insert "or Bureau of Elderly & Adult Services" following "the Office of Client and Legal Services".

3. Amendment and Modification of Exhibit A, Scope of Work, Description of Guardianship Services

3.1. Amend paragraph 2.1. by deleting "Probate Court" and substituting "Circuit Court-Probate Division".

3.2. Amend paragraph 2.1.7. by deleting "Probate Court" and substituting "Circuit Court-Probate Division."

3.3. Insert new paragraph 2.1.8. to read as follows:

2.1.8. If guardian of the estate, being available to make all decisions as required by RSA 464-A:26

4. Amendment and Modification of Exhibit A, Scope of Work, Guardianship and Protection Services

4.1. Amend paragraph 3.2. by inserting "or Bureau of Elderly & Adult Services." following "the Office of Client and Legal Services"

4.2. Amend paragraph 3.3. by inserting the following as an introductory phrase to the first sentence in the paragraph:

Contractor Initials: PPJ  
Date: 5-24-13

- 3.3. For persons referred to Contractor by the Office of Client and Legal Services pursuant to RSA 135-C:60 and RSA 171-A:10, II.
- 4.3. Amend paragraph 3.3. by inserting "by the Office of Client and Legal Services," after "each new case assigned by the Contractor" in the third sentence of the paragraph.
- 4.4. Amend paragraph 3.3. by deleting "a probate Court" and substituting "the Circuit Court-Probate Division."
- 4.5. Amend Paragraph 3.3. to read as follows:
- 3.3. The Contractor agrees to serve the current total of 678 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 710 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 the Circuit Court-Probate Division. 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.
- 4.6. Insert new paragraph 3.4. and renumber next paragraph 3.5. The new paragraph 3.4. to read as follows:
- 3.4. For persons referred to Contractor by the Bureau of Elderly & Adult Services pursuant to RSA 161-F:52, the Contractor agrees to provide guardianship and protection services for no more than forty-two (42) individuals at any point in time during the contract period. While the Department shall provide the Contractor with letters of approval for each new case assigned to the Contractor by the Bureau of Elderly & Adult Services, the Contractor may not bill for services until the Contractor is actually appointed as guardian by the Circuit Court-Probate Division.
- 4.7. Amend Paragraph 3.5. to read as follows:
- 3.5. The Commencement date of this agreement shall be July 1, 2013, or the date of Governor and Council approval, whichever is later.

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

- 5.1. Amend 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 for all BBH & BDS clients and the Bureau of Elderly and Adult Services for all BEAS clients. 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 \$3,670,373 during the program period. The total of all payments authorized or actually made hereunder shall not exceed the amount of \$3,833,288, 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 \$3.81 for up to 710 clients whose guardianship services are requested by the Bureaus of Behavioral Health and Developmental Services;

Contractor Initials: RPT  
Date: 5-24-13

- 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 \$1,500.
  - 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.
  - 1.4. The per diem reimbursement rate for the provision of guardianship over the person services or the provision of guardianship over the estate services to persons served under this Agreement shall be \$6.29 for up to 42 clients whose guardianship services are requested by the Bureau of Elderly & Adult Services. The State shall reimburse Contractor separately for services provided as guardian over the person and guardian over the estate.
  - 1.5. For clients referred for guardianship services by the Bureau of Elderly and Adult Services, the actual cost paid by Contractor for expenses incurred in the performance of Contractor's duties under this Agreement including, but not limited, to filing fees, bond costs and appraisal fees where no other source of reimbursement exists, not to exceed \$5,000.00.
- 5.2. Amend paragraph 2. by inserting " for the provision of services to clients whose guardianship services are approved by the Bureaus of Behavioral Health and Developmental Services" after "Payment to the Contractor".
  - 5.3. Change Paragraph 2.1. to read as follows:
    - 2.1. The State shall at the beginning of the Agreement period make a payment of \$158,045 the estimated fee for service payment due to the Contractor for providing services for a period of two months. This initial payment is the amount the State has determined is necessary to initiate the services.
  - 5.4. Change Paragraph 2.2. to read as follows:
    - 2.2. A monthly payment equal to \$79,023 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. 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.
  - 5.5. 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, Office of Public Guardian" 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.
  - 5.6. 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, Office of Public Guardian" in the event that payment for services for the months of July through September is less than \$893,656, whereupon the State shall issue a supplemental check for the difference between the amount paid to the Contractor and \$893,656.
  - 5.7. Change Sub-paragraph 2.5.2 to read as follows:

Contractor Initials: RPT  
Date: 5-24-13

2.5.2. The Contractor shall notify the State in its January "Quarterly Payment and Computation Report, Office of Public Guardian" in the event that payment for services for the months of July through December is less than \$1,787,312, whereupon the State shall issue a supplemental check for the difference between the amount paid to the Contractor and \$1,787,312.

5.8. 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, Office of Public Guardian" in the event that payment for services for the months of July through March is less than \$2,680,967, whereupon the State shall issue a supplemental check for the difference between the amount paid to the Contractor and \$2,680,967.

5.9. Insert new paragraphs 3. and 3.1. - 3.3. and renumber remaining paragraphs 4. - 5. The new paragraphs 3. and 3.1. - 3.3 to read as follows:

3. Payment to the Contractor for the provision of services to clients whose guardianship services are requested by the Bureau of Elderly & Adult Services will be made on a monthly basis subject to the following conditions:

3.1. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly & Adult Services and provided to the Contractor. The Contractor shall submit with the monthly invoice a list of clients served during the month for which the invoice is being submitted. The Bureau of Elderly & Adult Services shall pay the Contractor by multiplying the per diem rate times the total number of days for each service provided during the month to each eligible client under this Agreement.

3.2. Invoices shall be due by the 15<sup>th</sup> of the month following the month in which services are provided.

3.3. The Contractor shall review the BEAS cases monthly and move individuals to a different funding mechanism, if possible, to allow more openings for additional referrals. In all cases where alternate funding becomes available, the Contractor shall transfer the ward from BEAS funded slot within sixty (60) days.

6.0. Change Paragraph 5. to read as follows:

5. 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>	\$2,742,926.27	\$1,090,361.73	\$3,833,288

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.

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.

Contractor Initials: RPS  
Date: 5.24.13

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

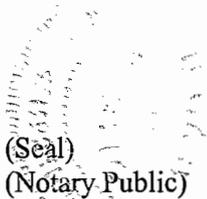
OFFICE OF PUBLIC GUARDIAN

By: Roger P. Jobin  
(type name & title of person from OPG here)  
ROGER P. JOBIN, TREASURER

STATE OF NEW HAMPSHIRE

County of Merrimack

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2013, by  
ROGER P. JOBIN



Mary K. Raulston  
Signature  
Mary K. Raulston  
Print Name:  
Title: Notary Public/~~Justice of the Peace~~  
Commission Expires: \_\_\_\_\_

MARY K. RAULSTON, Notary Public  
My Commission Expires July 13, 2016

Approved as to form, execution, and substance:

OFFICE OF THE ATTORNEY GENERAL

By: Jeannie P. Herrick  
Jeannie P. Herrick  
Attorney

Date: 4 June 2013

Contractor Initials: PPJ  
Date: 5-24-13

# CERTIFICATE OF VOTE

I, SUSAN FOX, do hereby certify that:

1. I am the duly elected Clerk of the Office of Public Guardian, Inc. (the "Corporation").
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 23, 2013.

RESOLVED: That this corporation enter into a contract with the State of New Hampshire, acting through the Division of Community Based Care Services, concerning the following matter:

**Guardianship Program.**

RESOLVED: That the treasurer hereby is authorized on behalf of this corporation to enter into said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications hereto as may be necessary, desirable or appropriate.

Contractor Initials: RJT  
Date: 5.24.13

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 24, 2013

4. Roger Jobin is the duly elected Treasurer of this Corporation.

Susan Fox  
Clerk's Signature

STATE OF NEW HAMPSHIRE  
County of Merrimack

The foregoing instrument was acknowledged before me this 24th day of May, 2013, by

Susan Fox  
Clerk

(Seal)  
(Notary Public)

Mary K. Raulston  
Signature  
Print Name: Mary K. Raulston  
Title: Notary Public/Justice of the Peace  
MARY K. RAULSTON, Notary Public  
My Commission Expires July 13, 2016  
Commission Expires: \_\_\_\_\_

Approved as to form, execution, and substance.

OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_  
Jeanne P. Herrick, Attorney

Date: \_\_\_\_\_

Contractor Initials: RJS  
Date: 5-24-13

**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)

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

Office of Public Guardian

From: 7/1/2013 To: 6/30/2014

(Contractor Name)

(Period Covered by this Certification)

Roger P. Jobin, TREASURER

(Name & Title of Authorized Contractor Representative)

Roger P. Jobin

(Contractor Representative Signature)

5.24.13

(Date)

Contractor Initials: RJT

Date: 5.24.13

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
\*S... Social Services Block Grant Program under Title XX
\*Medicaid Program under Title XIX
\*Community Services Block Grant under Title VI
\*Child Care Development Block Grant under Title IV

Contract Period: 07-01-13 through 06-30-14

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-I.)
(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.

ROGER P. JOBIN, TREASURER Roger P. Jobin
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Office of Public Guardian 5-24-13
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

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

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



(Contractor Representative Signature)

ROGER P. JOBIN, TREASURER

(Authorized Contractor Representative Name & Title)

Office of Public Guardian

(Contractor Name)

5.24.13

(Date)

Contractor Initials: RPJ

Date: 5.24.13

NH Department of Health and Human Services

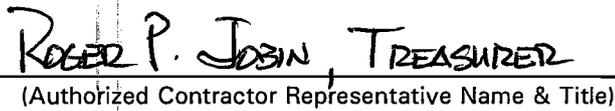
STANDARD EXHIBIT G

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)

  
(Authorized Contractor Representative Name & Title)

Office of Public Guardian  
(Contractor Name)

5.24.13  
(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.

Roger P. Jobin

ROGER P. JOBIN, TREASURER

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

OFFICE OF PUBLIC GUARDIAN

5.24.13

(Contractor Name)

(Date)

Contractor initials: RPJ

Date: 5.24.13

Page # 15 of Page # 16

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)

  
(Authorized Contractor Representative Name & Title)

Office of Public Guardian  
(Contractor Name)

5.24.13  
(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

Office of Public Guardian

The State Agency Name

Name of the Contractor

*Nancy L. Rollins*

*Roger P. Jobin*

Signature of Authorized Representative

Signature of Authorized Representative

Nancy L. Rollins

ROGER P. JOBIN

Name of Authorized Representative

Name of Authorized Representative

Associate Commissioner

TREASURER

Title of Authorized Representative

Title of Authorized Representative

*31 May 2013*

*5.24.13*

Date

Date

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:

969885164

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: RPJ  
Date: 5.24.13  
Page # 16 of Page # 16

**INDEPENDENT AUDITOR'S REPORT**

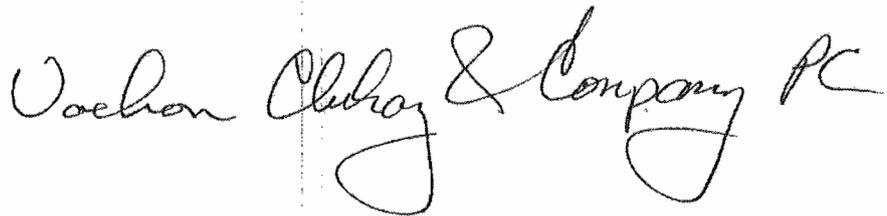
To the Board of Directors  
Office of Public Guardian, Inc.

We have audited the accompanying statements of financial position of the Office of Public Guardian, Inc. (a nonprofit organization) as of June 30, 2012 and 2011, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Office of Public Guardian, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audits.

Except as discussed in the following paragraph, we conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 audits provide a reasonable basis for our opinion.

We were not engaged to audit the statement of financial position of the agency funds of the Office of Public Guardian, Inc. Those funds, which are more fully described in Note 7 to the financial statements, were approximately \$15,124,099 at June 30, 2012 and \$14,412,571 at June 30, 2011, as represented by management.

In our opinion, except for the effects of such adjustments, if any, as might have been determined to be necessary had we been able to audit the statement of financial position of the agency funds, the financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of the Office of Public Guardian, Inc. as of June 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.



January 28, 2013

**OFFICE OF PUBLIC GUARDIAN, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
June 30, 2012 and 2011

<b>ASSETS</b>		<u>2012</u>	<u>2011</u>
<b>CURRENT ASSETS:</b>			
Cash		\$ 218,307	\$ 238,789
Accounts receivable, net of allowance for uncollectible receivables of \$15,000 and \$17,595 in 2012 and 2011, respectively		126,734	80,338
Contracts receivable		34,273	26,767
Prepaid expenses		15,561	39,358
<b>TOTAL CURRENT ASSETS</b>		<u>394,875</u>	<u>385,252</u>
<b>PROPERTY AND EQUIPMENT:</b>			
Condominium Unit		1,039,509	1,039,509
Office furniture and equipment		73,219	73,219
Computer equipment		67,234	66,528
Telephone system		1,800	1,800
		<u>1,181,762</u>	<u>1,181,056</u>
Less accumulated depreciation		262,431	225,361
<b>PROPERTY AND EQUIPMENT - NET</b>		<u>919,331</u>	<u>955,695</u>
<b>OTHER ASSETS:</b>			
Restricted cash		5,032	4,998
Investments-restricted		101,197	105,888
Software, net of accumulated amortization of \$127,288 in 2012 and \$125,205 in 2011		5,998	4,461
<b>TOTAL OTHER ASSETS - NET</b>		<u>112,227</u>	<u>115,347</u>
<b>TOTAL ASSETS</b>		<u>\$1,426,433</u>	<u>\$1,456,294</u>
<b>LIABILITIES AND NET ASSETS</b>			
<b>CURRENT LIABILITIES:</b>			
Accounts payable		\$ 11,394	\$ 40,501
Accrued liabilities:			
Accrued payroll		24,915	19,111
Accrued vacation		128,722	80,480
Other		14,851	19,799
Current portion of long-term debt		45,250	44,097
<b>TOTAL CURRENT LIABILITIES</b>		<u>225,132</u>	<u>203,988</u>
<b>LONG-TERM LIABILITIES:</b>			
Mortgage notes payable, less current portion of \$45,230 in 2012 and \$44,097 in 2011		671,041	690,571
<b>TOTAL LONG-TERM LIABILITIES</b>		<u>671,041</u>	<u>690,571</u>
<b>NET ASSETS</b>			
Unrestricted		424,031	450,849
Temporarily restricted		6,229	10,886
Permanently restricted		100,000	100,000
<b>TOTAL NET ASSETS</b>		<u>530,260</u>	<u>561,735</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>		<u>\$1,426,433</u>	<u>\$1,456,294</u>

See notes to financial statements

**OFFICE OF PUBLIC GUARDIAN**  
**STATEMENTS OF ACTIVITIES**  
For the Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS:</b>		
<b>REVENUES:</b>		
Fees and grants from governmental agencies	\$ 1,198,560	\$ 1,171,005
Other fees	1,016,178	1,012,321
Interest income	215	800
TOTAL UNRESTRICTED REVENUES	<u>2,214,953</u>	<u>2,184,126</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS:</b>	<u>5,756</u>	<u>5,685</u>
<b>TOTAL UNRESTRICTED REVENUES, GAINS AND OTHER SUPPORT</b>	<u>2,220,709</u>	<u>2,189,811</u>
<b>EXPENSES:</b>		
Salaries, wages and temporary labor	1,443,735	1,343,375
Employee benefits	331,760	319,048
Payroll taxes	109,272	105,834
Travel	53,391	49,835
Depreciation	37,070	44,463
Interest expense	42,675	45,251
Office expense	34,202	43,347
Condominium fees	37,072	37,038
Telephone	21,000	27,624
Other	18,112	27,032
Computer support and maintenance	25,628	24,543
Professional fees	16,669	20,710
Postage	16,892	17,444
Repairs and maintenance	14,191	14,962
Bad debt	7,362	12,232
Staff development	11,183	11,531
General insurance	10,749	8,791
Journals and publications	6,891	4,838
Utilities	4,746	4,586
Printing	1,245	2,290
Expendable software	1,399	
Amortization	2,283	1,217
TOTAL EXPENSES	<u>2,247,527</u>	<u>2,165,991</u>
<b>INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS</b>	<u>(26,818)</u>	<u>23,820</u>
<b>CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:</b>		
Realized and unrealized gains (loss) on investments	(951)	14,519
Interest income	1	2
Dividend income	2,049	2,050
Net assets released from temporary restrictions	(5,756)	(5,685)
<b>INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS</b>	<u>(4,657)</u>	<u>10,886</u>
<b>CHANGES IN PERMANENTLY RESTRICTED NET ASSETS:</b>		
Realized and unrealized gain on investments	-	3,586
<b>INCREASE IN PERMANENTLY RESTRICTED NET ASSETS</b>	<u>-</u>	<u>3,586</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	(31,475)	38,292
<b>NET ASSETS, July 1</b>	561,735	523,443
<b>NET ASSETS, June 30</b>	<u>\$ 530,260</u>	<u>\$ 561,735</u>

See notes to financial statements

**OFFICE OF PUBLIC GUARDIAN, INC.**  
**STATEMENTS OF CASH FLOWS**  
For the Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<b>Cash Flows From Operating Activities:</b>		
Cash received from clients and third party payers	\$ 962,420	\$ 1,016,077
Cash received from governmental agencies	1,191,054	1,183,374
Cash paid to employees	(1,389,689)	(1,378,321)
Cash paid to suppliers	(767,535)	(765,728)
Net Cash Provided (Used) by Operating Activities	<u>(3,750)</u>	<u>55,402</u>
<b>Cash Flows From Investing Activities:</b>		
Purchase of property, plant and equipment	(706)	(25,395)
Purchase of software	(3,620)	(1,855)
Cash paid for investments	(29,920)	(127,111)
Realized gains (losses) on investments	2,478	13,179
Redemption of investments		(3,633)
Cash received from interest	216	802
Cash received from dividends	2,049	2,050
Proceeds from sale of investments	31,182	122,247
Net Cash Provided (Used) by Investing Activities	<u>1,679</u>	<u>(19,716)</u>
<b>Cash Flows From Financing Activities:</b>		
Payments on mortgage debt	(18,377)	(17,407)
Net Cash Used for Financing Activities	<u>(18,377)</u>	<u>(17,407)</u>
Net Increase (decrease) in Cash	(20,448)	18,279
Cash, Beginning of Year	243,787	225,508
Cash, End of Year	<u>\$ 223,339</u>	<u>\$ 243,787</u>
<b>Reconciliation of Increase (Decrease) in Net Assets to Net Cash Provided (Used) by Operating Activities:</b>		
Increase (decrease) in net assets	\$ (31,475)	\$ 39,792
<b>Adjustments to Reconcile Increase (Decrease) in Net Assets to Net Cash Provided (Used) by Operating Activities:</b>		
Depreciation	37,070	44,463
Amortization	2,283	1,217
Realized (gains) losses on sales of investments	(2,478)	(13,179)
Unrealized gains (losses) on investments	3,429	(4,926)
Investment related income	(2,265)	(2,852)
Bad debts	7,362	12,232
<b>Changes in assets and liabilities:</b>		
Accounts receivable	(53,758)	3,756
Contracts receivable	(7,506)	12,369
Prepaid expenses	23,597	(26,249)
Accounts payable	(29,107)	20,195
Accrued liabilities	49,098	(31,416)
Net Cash Provided (Used) by Operating Activities	<u>\$ (3,750)</u>	<u>\$ 55,402</u>
<b>Supplemental Data:</b>		
Interest paid	<u>\$ 42,781</u>	<u>\$ 43,751</u>

See notes to financial statements

# Office Of Public Guardian

## Mission Statement

The OPG Articles of Agreement and By-Laws articulate the following objectives and mission:

The provision of guardianship, co-guardianship and conservatorship services for individuals found to be legally incapacitated pursuant to N.H. RSA 464-A and other applicable statutes.

- A. To be designated as the Public Guardianship and Protection Program pursuant to N.H. RSA 547-B.
- B. The provision of protective services other than guardianship services, that are consistent with the intent of N.H. RSA 464-A. Such protective services may include, but not be limited to, power of attorney, client representative, or services as a representative or protective payee.
- C. The provision of Guardian Ad Litem services to adults and minors, as appropriate, under the laws of New Hampshire.
- D. The provision of guardianship services to minors pursuant to N.H. RSA 463.

The **mission statement** expresses OPG's already well-established philosophy as follows:

"It is the goal of this corporation to protect the legal and human rights and civil liberties of all individuals it serves by exercising the highest ethical standards in decision making on behalf of others and by ensuring that the individual dignity of its clients is respected."

**LINDA MALLON, ESQUIRE**

**EDUCATION:**

**Franklin Pierce Law Center**, Concord, New Hampshire

Juris Doctor, 1982

Admission to New Hampshire Bar, 1982

**Trinity College**, Hartford, Connecticut

B.A., American Studies, 1977

**PROFESSIONAL  
EXPERIENCE:**

**OFFICE OF PUBLIC GUARDIAN**

Concord, New Hampshire

**Executive Director**, 1998-Present

**Deputy Director**, 1985-1998

**Public Guardian**, 1984-1985

- Responsible for directing a non-profit organization certified by the NH Supreme Court to provide public guardianship throughout the State of NH to qualified indigent citizens receiving services through the Department of Health and Human Services and Department of Corrections
- Responsible for overseeing the provision of private guardianship and other fiduciary services to individuals statewide
- Provide supervision, consultation and training to twenty-six staff members including attorneys, medical professionals and social workers
- Develop organizational policies and procedures
- Provide education, training and other consultative services on a state, regional and national basis

**NEW ENGLAND NON-PROFIT**

**HOUSING CORPORATION**

Concord, New Hampshire

**Staff Attorney**, 1982-1984

**NEW HAMPSHIRE LEGAL ASSISTANCE**

**INSTITUTIONAL LAW PROJECT**

Concord, New Hampshire

**Law Clerk**, 1981-1982

- Statewide program concerned with matters affecting the rights of institutionalized and disabled persons in the areas of mental health, developmental disabilities, juvenile and prison law.
- Focus on pursuing remedies which enabled these individuals to live in the least restrictive, most integrated community setting possible.

**CERTIFICATIONS:**

**Center for Guardianship Certification**

- Certified Master Guardian
- Certified Proctor for CGC exams

**MEMBERSHIPS:**

**National Guardianship Association**

- Ethics Committee; First Responder
- Nominating Committee

**New Hampshire Bar Association**

- Elder Law, Estate Planning and Probate Section

**Probate Court Task Force on Professional Guardians**

**Long Term Care Ombudsman Advisory Committee**

**Incapacitated Adult Fatality Review Committee**

**Foundation for Healthy Communities**

**Healthcare Decisions Coalition**

# OFFICE OF PUBLIC GUARDIAN

## BOARD OF DIRECTORS

April 2013

*President/Clerk*

Susan W. Fox

*Treasurer*

Roger Jobin

*Secretary*

Michael Fuerst, Esq.

Charles Bauer, Esq.

Nina Gardner

Arpiar Saunders, Esq.

Alexander de Nesnera, MD

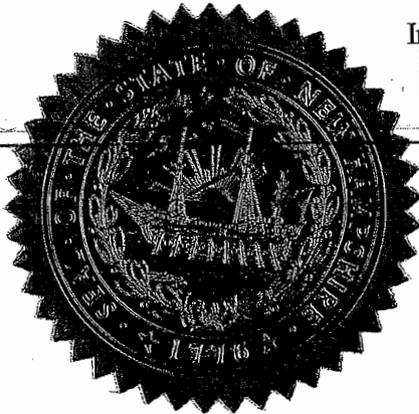
Eugene Van loan, Esq.

Robert A. Wells, Esq.

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 OFFICE OF PUBLIC GUARDIAN is a New Hampshire nonprofit corporation formed July 14, 1983. 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 23<sup>rd</sup> day of April A.D. 2013

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

William M. Gardner  
Secretary of State

**Office of Public Guardian**  
**2 Pillsbury Street, Suite 400**  
**Concord, NH 03301**

**Budget For Year Ending 6/30/2014**

**Revenue**

DBHDS Contract	\$	951,271.00
Area Agencies	\$	186,424.00
Client Social Security	\$	801,000.00
Department of Corrections	\$	45,990.00
BEAS Contract	\$	95,750.00
Private Client	\$	300,000.00
Interest Income	\$	1,200.00
Rep Payee Fees	\$	158,608.00

**Total Revenue**

\$ 2,540,243.00

**Expenses**

Salaries & Wages	\$	1,544,722.00
Benefits & Taxes	\$	609,200.00
Legal & Professional	\$	45,100.00
Pubs, Memberships, Staff Dev.	\$	16,000.00
Occupancy	\$	83,956.00
Repairs/Maintenance	\$	10,650.00
Office Supplies	\$	25,200.00
Capital Expenditures	\$	22,000.00
Computer/Software Support	\$	28,500.00
Software Cost	\$	2,000.00
Equipment Rental	\$	13,500.00
Equipment Maintenance	\$	3,338.00
Marketing and Advertising	\$	10,600.00
Printing	\$	1,500.00
Telephone	\$	30,768.00
Postage	\$	18,000.00
Travel	\$	60,000.00
Insurance	\$	9,762.00
Miscellaneous	\$	5,447.00

**Total Expenses**

\$ 2,540,243.00

**Net Difference**

\$ -

# Program Staff List

New Hampshire Department of Health and Human Services Division of Community Based Care Services						
OFFICE OF PUBLIC GUARDIAN, INC. GUARDIANSHIP AND PROTECTIVE SERVICES IN NEW HAMPSHIRE JULY 1, 2013 THROUGH JUNE 30, 2014						
A	B	C	D	E	F	G
Position Title	Current Individual in Position	Projected Hourly Rate as of 1st day of Budget Period	Hours Per Week	Project Amount Funded by State Program	Project Amount Funded From Other Sources	Total Salaries All Sources
Executive Director	Linda Mallon	\$47.69	37.5	\$ 37,320.90	\$ 55,679.10	\$ 93,000.00
Associate Director	Darcy Johnson	\$33.33	37.5	\$ 26,084.50	\$ 38,915.50	\$ 65,000.00
Guardianship Counsel	Mark Feigl	\$29.74	37.5	\$ 23,275.40	\$ 34,724.60	\$ 58,000.00
Estate Counsel	Sean Chandler	\$31.79	22.5	\$ 14,926.35	\$ 22,268.65	\$ 37,195.00
Business Manager	Andrea Sisson	\$30.00	37.5	\$ 23,476.05	\$ 35,023.95	\$ 58,500.00
Estate Services Director	Cindy Flanagan	\$28.72	37.5	\$ 22,472.80	\$ 33,527.20	\$ 56,000.00
Senior Public Guardian	Gail Page	\$28.21	22.5	\$ 13,242.90	\$ 19,757.10	\$ 33,000.00
Senior Public Guardian	Stephanie Krenn	\$28.21	30	\$ 17,657.20	\$ 26,342.80	\$ 44,000.00
Public Guardian	Paul Chudzicki	\$26.67	37.5	\$ 20,867.60	\$ 31,132.40	\$ 52,000.00
Public Guardian	Mary Michaud	\$27.69	37.5	\$ 21,670.20	\$ 32,329.80	\$ 54,000.00
Public Guardian	Shari Rotman	\$26.67	37.5	\$ 20,867.60	\$ 31,132.40	\$ 52,000.00
Public Guardian	Eric Hansmeier	\$26.41	37.5	\$ 20,666.95	\$ 30,833.05	\$ 51,500.00
Public Guardian	Marianne Hannagan	\$27.18	37.5	\$ 21,268.90	\$ 31,731.10	\$ 53,000.00
Public Guardian	Matthew Boucher	\$22.56	37.5	\$ 17,657.20	\$ 26,342.80	\$ 44,000.00
Public Guardian	Eric VanGelder	\$25.64	37.5	\$ 20,065.00	\$ 29,935.00	\$ 50,000.00
Public Guardian	Todd Strugnell	\$26.15	37.5	\$ 20,466.30	\$ 30,533.70	\$ 51,000.00
Public Guardian	Teresa Gustavson	\$24.36	37.5	\$ 19,061.75	\$ 28,438.25	\$ 47,500.00
Public Guardian	Jennifer Andrews-Peters	\$23.59	37.5	\$ 18,459.80	\$ 27,540.20	\$ 46,000.00
Public Guardian	David Chiappetta	\$23.59	37.5	\$ 18,459.80	\$ 27,540.20	\$ 46,000.00
Public Guardian	Melissa Henrick	\$22.56	37.5	\$ 17,657.20	\$ 26,342.80	\$ 44,000.00
Estate Guardian	Carey Fay Blandford	\$26.15	37.5	\$ 20,466.30	\$ 30,533.70	\$ 51,000.00
Estate Manager	Chris Hatfield	\$22.56	37.5	\$ 17,657.20	\$ 26,342.80	\$ 44,000.00
Estate Manager	Laura Mills	\$18.72	37.5	\$ 14,647.45	\$ 21,852.55	\$ 36,500.00
Estate Manager	Karen DeFusco	\$19.49	37.5	\$ 15,249.40	\$ 22,750.60	\$ 38,000.00
Estate Manager	Stephanie Balcom	\$17.95	37.5	\$ 14,045.50	\$ 20,954.50	\$ 35,000.00
Estate Assistant	Kelly Gauthier	\$16.92	37.5	\$ 13,242.90	\$ 19,757.10	\$ 33,000.00
Intake Coordinator	Christie Fleury	\$21.54	37.5	\$ 16,854.60	\$ 25,145.40	\$ 42,000.00
Receptionist	Mary Raulston	\$17.44	37.5	\$ 13,644.20	\$ 20,355.80	\$ 34,000.00
Admin. Asst.	Nancy Raynes	\$19.49	37.5	\$ 15,249.40	\$ 22,750.60	\$ 38,000.00
<b>Totals</b>				\$ 556,681.35	\$ 830,513.65	\$ 1,387,195.00

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

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

<b>PRODUCER</b> Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603 225-6611		FAX (A/C, No): 603-225-7935
	<b>E-MAIL ADDRESS:</b> INSURER(S) AFFORDING COVERAGE NAIC #		
<b>INSURED</b> Office of Public Guardian, Inc. 2 Pillsbury Street, Suite #400 Concord, NH 03301	INSURER A : Covington Specialty Insurance I		
	INSURER B : Torus Specialty Insurance Co.		
	INSURER C : Wesco Insurance Company		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			VBA20170500	01/05/2013	01/05/2014	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$1,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
B	UMBRELLA LIAB			83731E130ALI	01/05/2013	01/05/2014	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$1,000,000
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3042772	08/30/2012	08/30/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.I. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.I. DISEASE - EA EMPLOYEE	\$500,000
							E.I. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

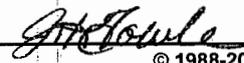
**\*\* Workers Comp Information \*\***

**Proprietors/Partners/Executive Officers/Members Excluded:**

Robert Wells, President

Roger Jobin, Treasurer

Michael Fuerot, Secretary

<b>CERTIFICATE HOLDER</b> DHHS - Bureau of Community Based Care Services BBH, DEAS, BDAS, 105 Pleasant St Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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 1, 2012

Approved by G+C

Date 6/20/12

Item No. 80

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, to amend an agreement, Purchase Order number 1009016, with the Office of Public Guardian (vendor code 166528), 2 Pillsbury St., Suite 400, Concord, NH 03301, to provide public guardianship services by increasing the price limitation by \$951,472.18 from \$1,791,454.09 to an amount not to exceed \$2,742,926.27 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 9, 2010, item number 106, and subsequently amended on June 8, 2011 item number 126. 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	\$ 878,656.80		\$ 878,656.80
2012	102-500731	Contracts for Program Services	\$ 912,797.29		\$ 912,797.29
2013	102-500731	Contracts for Program Services	\$ 0.00	\$951,472.18	\$ 951,472.18
			\$1,791,454.09	\$951,472.18	\$2,742,926.27

2. Authorize an advance payment up to a maximum of \$151,839.10 of the contract price limitation.

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

## EXPLANATION

The purpose of this request is to extend an agreement with the Office of Public Guardian 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. The Office of Public Guardian 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 agreement will provide for guardianship services for up to 710 cases during the agreement period. The emphasis in providing such services will be to ensure that the guardianships maintained and sought will be limited in accordance with the standards embodied in RSA 464-A.

Using a public notice posted on the Department of Health and Human Services 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. The Office of Public Guardian 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. The Office of Public Guardian 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 proposal 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 the Office of Public Guardian has in previous agreements 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 agreement be extended for one year to allow the Office of Public Guardian to continue providing services.

The agreement for State Fiscal Year 2012 served up to 701 cases. In State Fiscal Year 2013 this agreement will serve up to 710 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 will obviate need for a public guardian in these cases and will 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.

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

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.

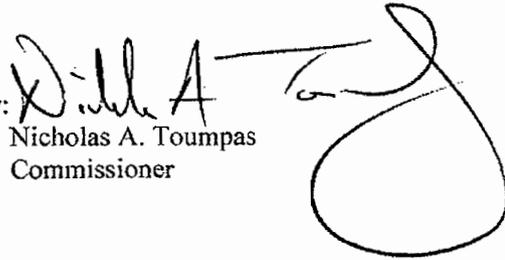
Source of funds: 100% general funds.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

RSP/pbr

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 # 124

Contract # 1009016

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, to amend an agreement, Purchase Order number 102749, with the Office of Public Guardian (vendor code 166528), 2 Pillsbury St., Suite 400, Concord, NH 03301, to provide public guardianship services by increasing the price limitation by an amount not to exceed \$912,797.29 from \$878,656.80 to \$1,791,454.09 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 9, 2010, item number 106. 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	\$878,656.80		\$ 878,656.80
2012	102-500731	Contracts for Program Services	\$ 0.00	\$912,797.29	\$ 912,797.29
			\$878,656.80	\$912,797.29	\$1,791,454.09

2. Authorize an advance payment up to a maximum of \$145,667.23 of the contract price limitation.

EXPLANATION

The purpose of this request is to extend an agreement with the Office of Public Guardian to provide guardianship and protection, on a statewide basis, to persons with mental illness and developmental impairments whose

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

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. The Office of Public Guardian 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 agreement will provide for guardianship services for up to 701 cases during the agreement period. The emphasis in providing such services will be to ensure that the guardianships maintained and sought will be limited in accordance with the standards embodied in RSA 464-A.

Using a public notice posted on the Department of Health and Human Services 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. The Office of Public Guardian 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. The Office of Public Guardian 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 proposal 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 the Office of Public Guardian has in previous agreements 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 agreement be extended for one year to allow the Office of Public Guardian to continue providing services.

The agreement for State Fiscal Year 2011 served up to 688 cases. In State Fiscal Year 2012 this agreement will serve up to 701 cases, which includes the current caseload of 675, plus 13 current pending cases and an additional 13 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 will obviate need for a public guardian in these cases and will thereby save the State from paying the cost of a permanent public guardianship.

The total agreement price is \$1,791,454.09, which is an increase of \$912,797.12 from the contract price of \$878,656.80.

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

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

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.

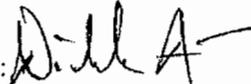
The source of funds for appropriation 7003 are 100% general funds.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

RSP/jk

Enclosures



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

Nancy L. Rollins  
Associate Commissioner

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

May 17, 2010

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

Approved by G+C  
Date 6-9-10  
Item No. 106

Requested Action

- 1. Authorize the Department of Health and Human Services, Division of Community Based Care Services (DCBCS) to enter into a agreement with the Office of Public Guardian, 10 White St., Concord, NH 03301, vendor code 166528, to provide public guardianship services in an amount not to exceed \$878,656.80 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	<u>\$878,656.80</u>
Total			\$878,656.80

- 2 Authorize an advance payment up to a maximum of \$140,218.98 of the contract price limitation.

Explanation

The Office of Public Guardian 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. The Office of Public Guardian 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 will provide for guardianship services for up to 688 cases during the contract period.

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

The advance payment will allow the Office of Public Guardian to meet its operating obligations while providing services during the initial two months of this contract.

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. The Office of Public Guardian 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. The Office of Public Guardian 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 proposal 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 the Office of Public Guardian 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 the Office of Public Guardian to continue providing services.

The contract for fiscal year 2010 was in the amount of \$823,275.57 and served up to 669 cases. This proposed contract will serve up to 688 cases, which includes the current caseload of 655, plus 14 current pending cases, plus an additional 19 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.

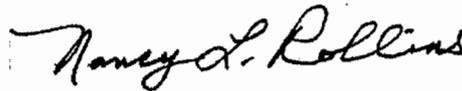
This contract includes a line item for mentoring services and training. Mentoring services are provided to family members who are willing to serve as guardian but who require a period of support. Providing this support will obviate need for a public guardian in these cases and will thereby save the State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

Area served: statewide.

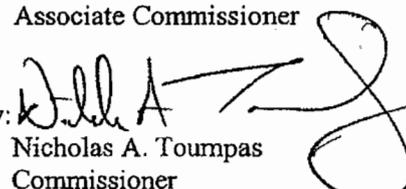
Source of funds: 100% General Funds.

Your favorable consideration of this request will be greatly appreciated.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:   
Nicholas A. Toumpas  
Commissioner

KRN  
Contracts FY11/Guardianship/Office of Public Guardian  
Enclosures