



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

William L. Wrenn
 Commissioner

Doreen Wittenberg
 Director

April 8, 2016

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

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to exercise a contract renewal option, Amendment # 1, with Office of Public Guardian (VC # 166528), 2 Pillsbury Street, Suite 400, Concord, NH 03301 to increase the contract amount by \$214,977.70 from \$253,426.30 to \$468,404.00 for the provision of Guardianship Services for the NH Department of Corrections from July 1, 2016 through June 30, 2018 effective upon Governor and Executive Council approval. The original contract, Agreement 2013-115, was approved on June 5, 2013, Item # 115. 100% General Funds

Funding for this contract is available in account, *Medical-Dental*, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2018 is contingent upon the availability and continued appropriation of funds.

Office of Public Guardian				
Account	Description	SFY 2014-2016	SFY 2017	SFY 2018
02-46-46-465010-8234-101-500729	Medical and Dental	253,426.30	102,492.00	112,485.70
Total Contract Amount:				\$468,404.00

EXPLANATION

This contract is for the provision of guardianship and protective services to safeguard the liberty and well being of persons who because of functional limitations have suffered, are suffering, or are likely to suffer substantial harm due to an inability to provide for personal needs, food, clothing, shelter, healthcare, safety or an inability to manage their property or financial affairs. Guardianship and protective services under this contract are to be provided to persons at risk of harm to person or estate whom the State of New Hampshire has responsibility to safeguard pursuant to RSA 21-H:8.

Respectfully Submitted,

William L. Wrenn
 Commissioner



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AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS (“State” or “Department”), and OFFICE OF PUBLIC GUARDIAN (“Contractor”), a New Hampshire Non-Profit Corporation with a place of business at 2 Pillsbury Street, Suite 400, Concord, NH 03301.

WHEREAS, the State and Contractor entered into an agreement with an effective date of June 5, 2013 for Guardianship Services, Agreement 2013-115 (“Agreement”).

WHEREAS, the State and Contractor have agreed to make changes to the Completion Date, Price Limitation and Scope of Services of the Agreement; and

WHEREAS, the parties agree to increase the price limitation; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: “June 30, 2018”;
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: “\$468,404.00” a total increase of \$214,977.70;
3. To amend the Scope of Services, Exhibit A, Section 22, Paragraph 22.6., page 23A of 28, by inserting: “Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.”; and
4. That all other provisions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: William L. Wren
Name: William L. Wren
Title: Commissioner
Date: 4/8/16

OFFICE OF PUBLIC GUARDIAN

By: Roger P. Jobin
Name: ROGER P JOBIN
Title: TREASURER
Date: 3-22-2016

STATE OF New Hampshire
COUNTY OF Merrimack

On this 22 day of March 2016, before me, Mary Raulston, the undersigned officer, personally appeared Roger Jobin, known to me (or satisfactorily proven) to be the person

whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

Mary Raulston
Notary Public/Justice of the Peace

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

My Commission Expires: _____

J. C. Caswell
Approval by N.H. Attorney General
(Form, Substance and Execution)

4-12-16
Date

Approved by the N.H. Governor and Executive Council

_____ Date

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 22nd day of March, A.D. 2016



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

William M. Gardner
Secretary of State

NEW HAMPSHIRE
Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 1/27/2016 **Filed Documents**
(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
OFFICE OF PUBLIC GUARDIAN	Legal

Non-Profit Corporation - Domestic - Information

Business ID: 30453
Status: Good Standing
Entity Creation Date: 7/14/1983
Principal Office Address: 2 Pillsbury St. Suite 400
Concord NH 03301
Principal Mailing Address: No Address
Expiration Date: Perpetual
Last Annual Report Filed Date: 1/20/2015
Last Annual Report Filed: 2015

Registered Agent

Agent Name:
Office Address: No Address
Mailing Address: No Address













Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

Corporation Division

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Date: 4/12/2016

Current Name: OFFICE OF PUBLIC GUARDIAN

Image	Date	Document
	7/14/1983	Creation Filing
 	10/8/1990	Annual Report
 	3/17/1995	Annual Report
 	10/23/2000	Annual Report
 	5/12/2005	Annual Report
	2/15/2011	Admin Dissolution/Suspension
 	4/15/2011	Reinstatement
 	1/20/2015	Annual Report

View the images on-line!! Netscape users, use the  button.

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Susan Fox, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Office of Public Guardian. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March
(Month)

22, 20 16 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Roger Jobin Treasurer (may list
(Name) (Title)

more than one person) is duly authorized to enter in contracts or agreement on behalf of

Office of Public Guardian with the State of New Hampshire
(Name of Corporation or LLC)

and any of its agencies or departments and further is authorized to execute any documents which may in
his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of
the date of the contract to which this certificate is attached. I further certify that it is understood that the State of
New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the
position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits
on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all
such limitations are expressly stated herein.

DATED: 3/22/16

ATTEST: Susan Fox
(Name and Title)
President / Clerk



CERTIFICATE OF LIABILITY INSURANCE

OFFIOFP-01

SLAMERE

DATE (MM/DD/YYYY)

2/2/2016

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).

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: PHONE (A/C, No, Ext): (603) 225-6611		FAX (A/C, No): (603) 225-7935
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Lloyds of London	
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LCPKM00602	02/05/2016	02/05/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			83731E163ALI	02/05/2016	02/05/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WWC3096299	08/30/2015	08/30/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

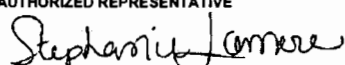
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded: Robert Wells, Roger Jobin, Michael Fuerot

3A States: NH

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Dept of Corrections PO Box 1806 Concord, NH 03302	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 CORRECTIONS
DIVISION OF ADMINISTRATION**

William L. Wrenn
Commissioner

Doreen Wittenberg
Director

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**PRISON RAPE ELIMINATION ACT
ACKNOWLEDGEMENT FORM**

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

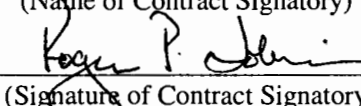
The act aimed to curb prison rape through a “zero-tolerance” policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the “zero tolerance” to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): ROGER P. JOBIN Date: 3-22-2016
(Name of Contract Signatory)

Signature: 
(Signature of Contract Signatory)

OFFICE OF PUBLIC GUARDIAN, INC.

Financial Statements

June 30, 2015 and 2014

and

Independent Auditor's Report

OFFICE OF PUBLIC GUARDIAN, INC.
FINANCIAL STATEMENTS
June 30, 2015 and 2014

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INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of the Office of Public Guardian, Inc. (a non-profit entity) which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our 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 from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Office of Public Guardian, Inc. as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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 8 to the financial statements, were approximately \$20,060,429 at June 30, 2015 and \$17,454,858 at June 30, 2014, as represented by management.

Vachon Aubrey & Company PC

Manchester, New Hampshire
October 8, 2015

OFFICE OF PUBLIC GUARDIAN, INC.
STATEMENTS OF FINANCIAL POSITION
June 30, 2015 and 2014

ASSETS		
	<u>2015</u>	<u>2014</u>
CURRENT ASSETS:		
Cash	\$ 341,965	\$ 337,384
Accounts receivable, net of allowance for uncollectible receivables of \$20,000 and \$20,000 in 2015 and 2014, respectively	142,610	82,342
Contracts receivable	36,202	25,433
Prepaid expenses	17,713	19,406
TOTAL CURRENT ASSETS	<u>538,490</u>	<u>464,565</u>
PROPERTY AND EQUIPMENT:		
Condominium Unit	1,094,479	1,094,479
Office furniture and equipment	111,585	110,910
Computer equipment	83,258	81,486
	<u>1,289,322</u>	<u>1,286,875</u>
Less accumulated depreciation	349,815	296,846
PROPERTY AND EQUIPMENT - NET	<u>939,507</u>	<u>990,029</u>
OTHER ASSETS:		
Restricted cash	9,202	5,199
Investments-restricted	120,274	121,300
Software, net of accumulated amortization of \$139,327 in 2015 and \$135,393 in 2014	2,440	6,374
TOTAL OTHER ASSETS - NET	<u>131,916</u>	<u>132,873</u>
 TOTAL ASSETS	 <u>\$ 1,609,913</u>	 <u>\$ 1,587,467</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 10,910	\$ 26,063
Accrued liabilities:		
Accrued payroll	49,893	37,345
Accrued vacation	141,460	122,482
Other	24,073	24,889
Current portion of long-term debt	628,596	22,729
TOTAL CURRENT LIABILITIES	<u>854,932</u>	<u>233,508</u>
LONG-TERM LIABILITIES:		
Mortgage notes payable, less current portion of \$628,596 in 2015 and \$22,739 in 2014	-	628,046
TOTAL LONG-TERM LIABILITIES	<u>-</u>	<u>628,046</u>
NET ASSETS		
Unrestricted	625,505	599,414
Temporarily restricted	29,476	26,499
Permanently restricted	100,000	100,000
TOTAL NET ASSETS	<u>754,981</u>	<u>725,913</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 1,609,913</u>	 <u>\$ 1,587,467</u>

See notes to financial statements

OFFICE OF PUBLIC GUARDIAN
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
CHANGES IN UNRESTRICTED NET ASSETS:		
REVENUES:		
Fees and grants from governmental agencies	\$ 1,258,521	\$ 1,260,679
Other fees	1,569,147	1,346,711
Interest and dividend income	172	167
Other income	139	7,663
TOTAL UNRESTRICTED REVENUES	<u>2,827,979</u>	<u>2,615,220</u>
NET ASSETS RELEASED FROM RESTRICTIONS:	<u>-</u>	<u>5,850</u>
TOTAL UNRESTRICTED REVENUES, GAINS AND OTHER SUPPORT	<u>2,827,979</u>	<u>2,621,070</u>
EXPENSES:		
Salaries, wages and temporary labor	1,888,492	1,632,462
Employee benefits	355,311	307,131
Payroll taxes	141,186	130,573
Travel	65,568	51,021
Depreciation	52,968	42,718
Interest expense	36,933	40,285
Office expense	38,289	41,599
Condominium fees	38,640	37,756
Telephone	37,019	32,784
Other	14,460	25,070
Computer support and maintenance	26,014	31,003
Professional fees	37,001	23,665
Postage	22,370	19,087
Repairs and maintenance	10,689	31,035
Bad debt	-	11,550
Staff development	14,887	21,806
General insurance	9,852	7,816
Journals and publications	4,224	7,502
Utilities	3,136	4,890
Printing	1,818	2,508
Amortization	3,933	5,116
TOTAL EXPENSES	<u>2,802,790</u>	<u>2,507,377</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>25,189</u>	<u>113,693</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
Realized and unrealized gains on investments	1,970	17,115
Dividend income	1,909	1,992
Net assets released from temporary restrictions	-	(5,850)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>3,879</u>	<u>13,257</u>
INCREASE IN NET ASSETS	29,068	126,950
NET ASSETS, July 1	<u>725,913</u>	<u>598,963</u>
NET ASSETS, June 30	<u>\$ 754,981</u>	<u>\$ 725,913</u>

See notes to financial statements

OFFICE OF PUBLIC GUARDIAN, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash Flows From Operating Activities:		
Cash received from clients and third party payers	\$ 1,508,879	\$ 1,328,975
Cash received from governmental agencies	1,247,891	1,278,026
Interest income from operations	167	167
Cash paid to employees	(1,856,966)	(1,634,344)
Cash paid to suppliers	<u>(871,668)</u>	<u>(813,350)</u>
Net Cash Provided by Operating Activities	<u>28,303</u>	<u>159,474</u>
Cash Flows From Investing Activities:		
Purchase of property, plant and equipment	(2,445)	(114,412)
Cash paid for investments	(50,985)	(20,217)
Realized gains on investments	9,925	4,997
Cash received from dividends	1,909	1,992
Proceeds from sale of investments	<u>44,056</u>	<u>22,160</u>
Net Cash Provided (Used) by Investing Activities	<u>2,460</u>	<u>(105,480)</u>
Cash Flows From Financing Activities:		
Payments on mortgage debt	<u>(22,179)</u>	<u>(20,872)</u>
Net Cash Used for Financing Activities	<u>(22,179)</u>	<u>(20,872)</u>
Net Increase in Cash	8,584	33,122
Cash, Beginning of Year	<u>342,583</u>	<u>309,461</u>
Cash, End of Year	<u>\$ 351,167</u>	<u>\$ 342,583</u>
Reconciliation of Increase in Net Assets to Net Cash Provided by Operating Activities:		
Increase in net assets	\$ 29,068	\$ 126,950
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation	52,968	42,718
Amortization	3,933	5,116
Realized gains on sales of investments	(9,925)	(4,997)
Unrealized gains on investments	7,955	(12,118)
Investment related income	(1,909)	(1,992)
Loss on disposal of assets	-	-
Bad debts	-	11,550
Changes in assets and liabilities:		
Accounts receivable	(60,268)	(17,736)
Contracts receivable	(10,769)	9,684
Prepaid expenses	1,693	(3,854)
Accounts payable	(15,153)	(330)
Accrued liabilities	<u>30,710</u>	<u>4,483</u>
Net Cash Provided by Operating Activities	<u>\$ 28,303</u>	<u>\$ 159,474</u>
Supplemental Data:		
Interest paid	<u>\$ 36,933</u>	<u>\$ 40,285</u>

See notes to financial statements

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2015 and 2014

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Entity and Purpose

The Office of Public Guardian, Inc. (the Entity) was incorporated as a non-profit organization on July 14, 1983. The Entity was established to provide guardianship, co-guardianship and conservatorship services for individuals found to be legally incapacitated pursuant to New Hampshire State law (RSA 464-A) and other applicable statutes. Protective services other than guardianship may include but are not limited to, power of attorney, client representative, or services as a representative or protective payee.

The accounting policies of the Office of Public Guardian, Inc. conform to accounting principles generally accepted in the United States of America as applicable to non-profit organizations, except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

Contributions

Contributions received by the Entity are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Pervasiveness of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. Significant estimates include depreciation expense and the allowance for doubtful accounts.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other time and donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2015 and 2014

Property, Equipment, and Intangibles

Property and equipment are stated at cost. The Entity's policy is to capitalize expenditures for major improvements and to charge operations currently for expenditures which do not extend the lives of related assets. The provision for depreciation is determined by the straight line method at rates intended to depreciate or amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Intangibles	3
Equipment	5 - 10
Furniture	5 - 10
Buildings	40

Bad Debts

The Entity uses the reserve method for accounting for bad debts. For the year ended June 30, 2015 and 2014, the Entity reserved \$20,000 and \$12,000, respectively, as an allowance for uncollectible receivables. Management estimated these allowances by evaluating the probability of collection on a per account basis.

Accrued Vacation

Full time employees accrue Paid Time Off (PTO) during their first year of employment at a rate of 9.38 hours per completed month of service. After the first year of service employees are credited with 150 to 262.5 hours of PTO for that year on January 1st, based on each employee's years of service. Employees may carry over 37.5 to 150 hours of unused PTO into each calendar year based on their years of service. Any accrued, but unused PTO is payable to the employee upon separation from employment and has been recorded as a liability at year end.

Income Taxes

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for its exempt function income. In addition, the Entity is not subject to state income taxes.

The Financial Accounting Standards Board issued an interpretation on Income Taxes which fundamentally changes the way that the Entity will be required to treat its uncertain tax positions for financial accounting purposes. It prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Entity's tax return that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity did not have any unrecognized tax benefits and determined the impact of this new interpretation was not material to the financial statements. During the years ended June 30, 2015 and 2014, no new additional unrecognized tax benefits were identified. Tax years ended June 30, 2012, 2013 and 2014 are open for possible examination by the Internal Revenue Service.

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2015 and 2014

Cash and Cash Equivalents

For the purposes of reporting cash flows, the Entity considers all highly liquid investments with an initial maturity of 90 days or less as cash equivalents.

Investments

The Board of Directors of the Entity has interpreted the State Prudent Management of Institutional Funds Act (SPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Entity classifies the original value of the gift as permanently restricted net assets. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until approved for expenditure when it is reclassified to unrestricted net assets. The Entity appropriates amounts for expenditure in a manner consistent with the standard of prudence prescribed by SPMIFA. In accordance with SPMIFA, the Entity considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) duration and preservation of the endowment funds; (2) the purposes of the Entity and the endowment fund; (3) general economic conditions; (4) effect of inflation and deflation; (5) the expected total return from income and the appreciation of investments; (6) other resources of the Entity; and (7) the investment policy of the Entity.

The Entity has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of income of funding to programs supported by its endowment while seeking to maintain the purchasing power of those endowment assets over the long term. Endowment assets include those assets of donor-restricted funds that the Entity must hold in perpetuity or for donor-specified periods. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. The Entity expects its endowment assets, over time, to produce an average return of approximately 10% annually. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate of return objectives, the Entity relies on a total return strategy in which investment returns are achieved through both capital appreciation and current yield. The Entity targets a diversified asset allocation which includes equity and debt securities. This is intended to result in a consistent inflation-protection rate of return that has sufficient liquidity to make an annual distribution of approximately \$5,000, while growing the fund if possible.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or SPMIFA requires the Entity to retain as a fund of perpetual duration.

The following tabulation summarizes the relationship between carrying values and market values of investment assets for the years ending June 30, 2015 and 2014:

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2015 and 2014

	<u>For the Year Ended June 30, 2015</u>		
	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, as of July 1, 2014	\$ 26,499	\$ 100,000	\$ 126,499
Investment return:			
Investment income, net of fees	1,007		1,007
Net appreciation	<u>1,970</u>	<u> </u>	<u>1,970</u>
Total investment return	29,476	100,000	129,476
Appropriation of endowment assets for expenditure	<u> </u>	<u> </u>	<u> </u>
Endowment net assets, as of June 30, 2015	<u>\$ 29,476</u>	<u>\$ 100,000</u>	<u>\$ 129,476</u>

	<u>For the Year Ended June 30, 2014</u>		
	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, as of July 1, 2013	\$ 13,242	\$ 100,000	\$ 113,242
Investment return:			
Investment income	6,989		6,989
Net appreciation	<u>12,118</u>	<u> </u>	<u>12,118</u>
Total investment return	32,349	100,000	132,349
Appropriation of endowment assets for expenditure	<u>(5,850)</u>	<u> </u>	<u>(5,850)</u>
Endowment net assets, as of June 30, 2014	<u>\$ 26,499</u>	<u>\$ 100,000</u>	<u>\$ 126,499</u>

Fair Value Measurements

The Entity has adopted the FASB Accounting Standards Codification standard, *Fair Value Measurements*, which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under the *Fair Value Measurements* are described below.

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2 - Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in active markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2015 and 2014

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Bond and Equity Mutual Funds: Valued at the net asset value ("NAV") of shares held by the plan at year end.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Entity believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The Entity's investments, comprised of mutual funds, were reported at fair value by Level 1 inputs in the amounts of \$120,274 and \$121,300 for the years ended June 30, 2015 and 2014, respectively.

Investment Valuation and Income Recognition

The Entity's investments as of June 30, 2015 and 2014 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Entity at year-end.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

At June 30, 2015 and 2014, investments have a market value of \$120,274 and \$121,300, cost basis of \$112,528 and \$97,489, realized gains of \$9,925 and \$4,997, unrealized gains or (loss) of (\$7,955) and \$12,118, investment returns of \$1,909 and \$1,992, and endowment expenditures of \$-0- and \$5,850, respectively.

NOTE 2--ECONOMIC DEPENDENCE

The Entity's primary source of support are fees and grants received from the State of New Hampshire and were \$1,119,762 and \$1,094,677 for the years ended June 30, 2015 and 2014, respectively. The grant agreements have been renewed for the next fiscal year. Revenue is recognized as earned under the terms of the contract and is received on a cost reimbursement basis. Other support originates as charges for private services, fees from regional non-profit agencies, interest, and other income. The Contract has been renewed for the year ended June 30, 2016.

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2015 and 2014

NOTE 3--DONOR-DESIGNATED ENDOWMENTS

As of June 30, 2015 and 2014, the Entity held \$100,000 and \$100,000 in permanently restricted funds, respectively as a result of a prior endowment gift.

NOTE 4--LINE OF CREDIT

The Entity has a demand line of credit of \$50,000 at the bank's variable interest rate (3.25% at June 30, 2015). As of June 30, 2015 and 2014, the outstanding balance of the line of credit is \$-0-.

NOTE 5--MORTGAGE NOTE PAYABLE

At June 30, 2015 and 2014, mortgage notes payable consist of the following:

	<u>2015</u>	<u>2014</u>
\$786,000 mortgage note payable, bank, secured by property, payable in monthly installments of interest and principal reduction of \$5,096 through October 14, 2015 with interest at 6% per annum. A final balloon payment of \$625,258 is due October 12, 2015.	\$ 628,596	\$ 650,775
Less current portion	<u>628,596</u>	<u>22,729</u>
	<u>\$ -</u>	<u>\$ 628,046</u>

Debt service requirements are as follows:

<u>Year</u>	<u>Amount</u>
2016	<u>\$ 628,596</u>

The Entity has agreed, in principal, to refinance the mortgage in October, 2015.

NOTE 6--RETIREMENT PLAN

The Entity has a tax deferred annuity plan under Section 403(b) of the Internal Revenue Code for all full-time employees. An employee becomes eligible to participate at the commencement of employment and is vested when an initial contribution is made. Employer contributions are made on each participant's behalf at 5% of gross wages each year. For the years ended June 30, 2015 and 2014, the Entity contributed \$71,143 and \$62,752 respectively, to the plan.

NOTE 7--FUNCTIONAL EXPENSES

The Organization generally reports on the natural classification of expenses. Functional expense allocations are based on the estimated allocation to direct programming costs to specific programs and supporting services (Management and General Expenses). The summary of functional expenses is reported as follows based on direct and allocated costs for the years ended June 30, 2015 and 2014.

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2015 and 2014

Functional Expenses

	<u>2015</u>	<u>2014</u>
Program expenses	\$ 2,143,260	\$ 1,856,851
Management and General Expenses	<u>659,530</u>	<u>650,526</u>
	<u>\$ 2,802,790</u>	<u>\$ 2,507,377</u>

NOTE 8--AGENCY FUNDS

The Entity maintains guardian accounts on behalf of the wards of the State. These funds amounted to approximately \$20,069,429 and \$17,454,858 as of June 30, 2015 and 2014, respectively. The assets and related obligation have not been reflected on the Statements of Financial Position at June 30, 2015 and 2014.

NOTE 9--SUBSEQUENT EVENTS

Subsequent events have been evaluated through October 8, 2015, which is the date the financial statements were available to be issued.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

May 9, 2013

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

G & C
Pending _____
Approved JUNE 5, 2013
Item # #115

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract with Office of Public Guardian (VC # 166528), 2 Pillsbury Street, Suite 400, Concord, NH 03301 in the amount of \$253,426.30 to provide Guardianship Services for the NH Department of Corrections from July 1, 2013 through June 30, 2016 effective upon Governor and Executive Council approval with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funding for this contract is available in account, Medical-Dental, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2014, 2015 & 2016 is contingent upon the availability and continued appropriation of funds.

Office of Public Guardian				
Account	Description	SFY 2014	SFY 2015	SFY 2016
02-46-46-465010-8234-101-500729	Medical and Dental	\$75,883.50	\$84,212.80	\$93,330.00
Total Contract Amount:				\$253,426.30

EXPLANATION

This contract is for the provide guardianship and protective services to safeguard the liberty and well being of persons who because of functional limitations have suffered, are suffering, or are likely to suffer substantial harm due to an inability to provide for personal needs, food, clothing, shelter, healthcare, safety or an inability to manage their property or financial affairs. Guardianship and protective services under this contract are to be provided to persons at risk of harm to person or estate whom the State of New Hampshire has responsibility to safeguard pursuant to RSA 21-H:8.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for eight (8) consecutive weeks and notified two (2) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors, incumbents, responded by

submitting their proposals. Both vendors were chosen to provide guardianship services due to their geographical regions of service capability which will provide the New Hampshire Department of Corrections the flexibility to utilize either vendor in the event of a conflict of interest between the vendors and client.

This RFP was scored utilizing a consensus methodology by a four person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Helen Hanks, MM, Administrative Director, Division of Medical/Forensic Services, Kim MacKay, MS, Deputy Director, Division of Medical/Forensic Services, Joyce Leeka, RHIA, Medical Operations Administrator, Division of Medical/Forensic Services and Jennifer Lind, Contract/Grant Administrator, Administration.

The New Department of Corrections awarded this contract to the Office of Public Guardian, in the amount of \$253,426.30, to provide guardianship and protective services pursuant to RSA 21-H:8.

Respectfully Submitted,



William L. Wrenn
Commissioner



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Commissioner**

**Bob Mullen
Director**

**Guardianship Services
RFP Bid Evaluation and Summary
NHDOC 13-02-GFMED**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 45 points
 - b. Organizational Resources and Capability – 25 points
 - c. Program Structure/Plan of Operation – 20 points
 - d. Financial Stability – 10 points
- Awards will be made to the responsive Bidder(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 34 of NHDOC 13-02-GFMED RFP.
 - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's Total Estimated Cost, Organizational Resources and Capability, Program Structure and Financial Stability are acceptable to the Department.

Evaluation Team Members:

- a. Helen Hanks, Director, Medical/Forensic Services, NH Department of Corrections
- b. Kim MacKay, Deputy Director, Medical/Forensic Services, NH Department of Corrections
- c. Joyce Leeka, Operations Administrator, Medical/Forensic Services, NH Department of Corrections
- d. Jennifer Lind, Contract/Grant Administrator, Administration, NH Department of Corrections

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**William L. Wrenn
Commissioner**
**Bob Mullen
Director**

**Guardianship Services
RFP Scoring Matrix
NHDOC 13-02-GFMED**

Respondents:

- Office of Public Guardian, 2 Pillsbury Street, Suite 400, Concord, NH 03301
- Tri-County Community Action Program, Inc., 34 Jefferson Road, Whitefield, NH 03598

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
 1. Total Estimated Cost – 45 points
 2. Organizational Resources and Capability – 25 points
 3. Program Structure/Plan of Operation – 20 points
 4. Financial Stability – 10 points

<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Office of Public Guardian</i>	<i>Tri-County Community Action Program, Inc.</i>
Total Estimated Cost	45	36	45
Organizational Resources and Capability	25	25	25
Program Structure/Plan of Operation	20	20	20
Financial Stability	10	10	1
Total	100	91	91

Contract Award:

- Office of Public Guardian, 2 Pillsbury Street, Suite 400, Concord, NH 03301
- Tri-County Community Action Program, Inc., 34 Jefferson Road, Whitefield, NH 03598

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**Guardianship Services
RFP Evaluation Committee Member Qualifications
NHDOC 13-02-GFMED**

Helen Hanks, MM, Division Director, Medical/Forensic Services:

Mrs. Hanks has served as the Director of the Medical & Forensic Services Division since 2011. Mrs. Hanks has made her career specific to the area of mental health and health care delivery since 1998 working with community mental health centers and Managed Behavioral Care organizations prior to her employment at the NH Department of Corrections. She has broad and specific knowledge of the correctional mental health system and behavioral health system, Laaman consent decree and Holliday Court Order, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments. Mrs. Hanks has a Bachelor of Science in Psychology from Plymouth State College with a Pre-Law minor and a Master of Management in Healthcare from Brandeis University.

Kim MacKay, Deputy Director, MS, Medical/Forensic Services:

Ms. MacKay has served as the Deputy Director of the Medical & Forensic Services Division since December 2012. Ms. MacKay's primary responsibility is to administer and supervise all treatment services for the Director of Medical & Forensic Services to include medical, behavioral and support services. Prior to Ms. MacKay's promotion to the Deputy Director position, she held the position of Administrator of Programs for the Department. Prior to her employment with the Department, Ms. MacKay held the position of Deputy Administrator at the Glencliff Home for three years and Director of Social Services at the Speare Memorial Hospital for fourteen years. Ms. MacKay received her Bachelor's of Science in Behavioral Science from Granite State College and a Master's of Science in Community Psychology from Springfield College. Ms. MacKay's professional goal is to infuse the two work experience fields, social work and corrections, to build on a strengths-based perspective.

Joyce Leeka, RHIA, Medical Operations Administrator, Medical/Forensic Services:

Ms. Leeka has served as the HIM Administrator since 1989. Ms. Leeka currently researches and drafts RFP's for the division with guidance from her supervisors. She has broad and specific knowledge of the correctional mental health system, Laaman and Holliday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.

Jennifer Lind, MBA, CMA, Contract and Grant Administrator, Administration:

Ms. Lind has served as the Contract and Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her Bachelor's of Science in Accounting from Franklin Pierce College and a Master's of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.

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**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

**Guardianship Services
Bidders List
NHDOC 13-02-GFMED**

Office of Public Guardian

2 Pillsbury Street
Suite # 400
Concord, NH 03301
Roger Jobin, Treasurer
603-224-8041
rjobin@opgnh.org

Tri-County Community Action Program, Inc.
34 Jefferson Road
Whitefield, NH 03598
Peter Higbee, COO
603-837-9561
phigbee@gsgs.org

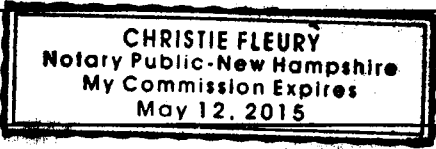
Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Subject: Guardianship Services NHDOC 13-02-GFMED FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Corrections		1.2 State Agency Address PO Box 1806 Concord, NH 03302-1806	
1.3 Contractor Name Office of Public Guardian		1.4 Contractor Address 2 Pillsbury St, Suite 400 Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-8041	1.6 Account Number 02-46-46-465010- 8234-101-500729	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$253,426.30
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature <i>Roger P. Jobin</i>		1.12 Name and Title of Contractor Signatory ROGER P. JOBIN, TREASURER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>12/20/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Christie Fleury</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Christie Fleury, OPG Intake Coordinator			
1.14 State Agency Signature <i>William L. Wrenn</i>		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>M.K. Brown</i> On: <i>5/15/13</i>			
1.18 Approval by the Governor and Executive Council By: <i>[Signature]</i> DEPUTY SECRETARY OF STATE JUN 05 2013			

RJ

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

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

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Scope of Services
 Exhibit A

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The purpose of this Request for Proposal is to provide guardianship services to safeguard the liberty and well-being of persons who, because of functional limitations, have suffered, are suffering, or are likely to suffer substantial harm due to an inability to provide for personal needs for health care, safety or an inability to manage their property or financial affairs.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2013 or upon approval of the Governor and Executive Council of the State of New Hampshire whichever is later through 6/30/2016 with an option to renew for one (1) additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Facilities:

3.1. Location of Facilities for services to be provided is marked with an "X" below:

Northern Region - Northern NH Correctional Facility Location		
<input checked="" type="checkbox"/>	Northern Correctional Facility (NCF)	138 East Milan Road Berlin, NH 03570
Southern Region - Southern NH Correctional Facility Location		
<input checked="" type="checkbox"/>	NH State Prison for Men (NHSP-M)	281 North State Street Concord, NH 03301
<input checked="" type="checkbox"/>	Secure Psychiatric Unit (SPU)	281 North State Street Concord, NH 03301
<input checked="" type="checkbox"/>	Residential Treatment Unit (RTU)	281 North State Street Concord, NH 03301
<input checked="" type="checkbox"/>	NH State Prison for Women (NHSP-W)	317 Mast Road Goffstown, NH 03045
<input checked="" type="checkbox"/>	Community Corrections - Men (North End House)	281 North State Street Concord, NH 03301
<input checked="" type="checkbox"/>	Community Corrections - Men (Cabnet House)	126 Lowell Street Manchester, NH 03104
<input checked="" type="checkbox"/>	Transitional Work Center (TWC)	281 North State Street Concord, NH 03301
<input checked="" type="checkbox"/>	Community Corrections - Women (Shea Farm)	60 Iron Works Road Concord, NH 03301

3.2. The requested services shall be provided by the Contractor to inmates/patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.

3.3. Locations may be added and/or deleted or reassigned to alternate facilities after the award of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor. The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.

3.4. Partial proposals for services of any regional area shall not be accepted.

4. Background:

Not all inmates/patients under the custody of the NH Department of Corrections have the ability to make informed decisions. Specifically, public guardians are needed for both inmates and patients for both the person and estate as many of these inmates and patients do not have assets and do meet

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**Scope of Services
 Exhibit A**

public guardianship indigence standards. A growing number of inmates and patients who need guardians have no family willing or able to serve as guardians. To help address this need, the NH Department of Corrections will require guardianship services to be available to the inmates and patients represented by guardianship slots.

5. Current Guardian Slots:

The current estimated number of guardianship slots needed for the NH Department of Corrections is twenty-eight (28). The NH Department of Corrections anticipates the need to provide for two (2) additional guardianship slots per State fiscal year. This is based on the number of commitments estimated for the Sexually Violent Predator Act, effective January 1, 2007, and the increasing number of aging inmates and patients with physical, mental and behavioral issues.

6. Proposed Slots:

It is expected that the NH Department of Corrections will require additional guardianship slots above our current status of twenty-eight (28) to compensate for longer sentences associated with RSA 135-E and our increasing chronically mentally ill population, specifically targeting the elderly.

SFY 14 7/01/13-6/30/14	SFY 15 7/01/14-6/30/15	SFY 16 7/01/15-6/30/16	SFY 17 7/01/17-6/30/17	SFY 18 7/01/18-6/30/18
Slots: 30	Slots: 32	Slots: 34	Slots: 36	Slots: 38

7. Provision of Guardianship Services:

- 7.1. The Contractor shall provide guardianship services to persons at risk of harm to person or estate whom the State has responsibility to safeguard pursuant to RSA 135-C:60, Guardianship, 171-A:10, Services for the Developmentally Disabled and 135-E, Involuntary Civil Commitment;
- 7.2. The Contractor shall provide guardianship services to include those actions that are necessary to carry out the duties prescribed by RSA 464-A, Guardians and Conservators, and RSA 547-B, Public Guardianship and Protection Program, including appointments as guardian, co-guardian, conservator or temporary guardian of the person and/or estate of a ward;
- 7.3. The Contractor shall provide guardianship services to include sufficient numbers of staff to adequately carry out, for all inmates/patients, all duties required by statute, letters of authority and the standards set forth in this request for proposal;
- 7.4. The Contractor shall not provide services to any inmate/patient under any contract that results from this Request for Proposal without prior written approval of the NH Department of Corrections;
- 7.5. The Contractor shall provide services to all inmate/patients approved for services by the NH Department of Corrections. If guardianship services are assessed as inappropriate, referrals shall be made to the New Hampshire Disabilities Rights Center, Inc., New Hampshire Legal Assistance or other attorneys so that an administrative appeal or other appropriate legal actions can be taken on behalf of the inmates/patients. Referrals of persons for guardianship services from the Secure Psychiatric Unit and the NH State Prison shall be made through the NH Department of Corrections, which shall review each referral to ensure compliance with the principles contained in RSA 464-A;
- 7.6. Providing guardianship services to inmate/patients, the Contractor shall adhere to the "*Code of Ethics for Guardians*" and the "*Guardianship Standards of Practice*." Both documents are available through the National Guardianship Association, Inc. at www.guardianship.org (The Department acknowledges that the Standards on monthly visits with wards are guidelines and that quarterly or more frequent visits as required by individual circumstances is an acceptable practice);

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- 7.7. In providing guardianship and protection services to persons, the Contractor shall seek the maximum degree of restrictive form of intervention consistent with the preservation of the civil rights and liberties of the person serviced and with legal responsibilities. The Contractor, with the assistance of the State, continually shall review and assess the status of all persons served and shall seek less restrictive forms of intervention where feasible and appropriated. In any actions brought in Probate Court to limit or otherwise reduce the scope of a guardianship over a person served, the State agrees that it is necessary to present the State's position on the action proposed.
- 7.8. The State recognizes that the Contractor has responsibilities as an independent decision-maker acting in a fiduciary capacity with respect to the persons to be served and the decisions to be made on behalf of such persons shall not be directed or influenced by the State by any action under this Agreement.
- 7.9. No "direct services" shall be provided to wards (RSA 547-B: 6 II). Direct services include psychotherapy, case management, transportation, financial aid or other social services available through the Department or other governmental or nonprofit agencies; and
- 7.10. Complaints received by the NH Department of Corrections in reference to the services provided under the Contract will be referred to the Contractor for investigation. Results will be provided to the Director of Medical & Forensic Services to the NH Department of Corrections in writing within thirty (30) days concerning the results of the investigation. A report of all written complaints filed against the Contractor shall explain how each such complaint was resolved.

8. Provision of Guardianship Responsibilities:

The following is a general listing of functions to be provided by the Contractor for individuals so named by the Probate Court as wards of a Contractor. This listing and description is not intended to restate existing rules and regulations already in place, but rather its purpose is to clarify the relationship of the Contractor with respect to its wards who need and are receiving services in the Secure Psychiatric Unit and prison facilities. The functions that shall be performed include:

- 8.1. Making decisions regarding the placement of the individual ward, utilizing the standards of least restrictive environment and the best interests of the individual ward;
- 8.2. Ensuring that all legally necessary steps are taken to enable an individual ward to receive comprehensive evaluations and comprehensive treatment and services;
- 8.3. Advocating for and requesting appropriate services for the individual ward utilizing the individual service/treatment planning process following established NH Department of Corrections standards and law;
- 8.4. Being able to give or withhold consent to proposed medical care;
- 8.5. Being available to give or withhold consent, where such is legally necessary, for significant clinical or legal treatment or services;
- 8.6. Ensuring that ward's civil rights are protected within the context of the decision the guardian is making on behalf of a ward and refraining from unwarranted intrusion into the life of a ward;
- 8.7. Assuming responsibility for any and all other duties as are stated in RSA 464-A or as required by the Probate Court;
- 8.8. All the responsibilities referenced above are contingent upon the actual authority granted to each individual court order specifying the extent and scope of guardianship for each individual;
- 8.9. Each public guardian has an affirmative obligation to become as familiar as possible with his or her ward. Beyond the personal visits with a ward and other important and significant people in a ward's life, this obligation can also be met through close interaction with a ward's

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- case manager/case counselor or other designated NH Department of Corrections personnel who share a responsibility for providing for the needs of the individual;
- 8.10. Accept all guardianship service cases referred by the NH Department of Corrections. The NH Department of Corrections shall make every attempt to obtain a Release of Information form from the proposed ward and share all information obtained about the client with the Contractor except where prohibited from doing so by law. To the extent possible, be involved in the screening process for guardianship and protection cases. If protection services are assessed as inappropriate, referrals will be made to the New Hampshire Disabilities Rights Center, Inc., New Hampshire Legal Assistance or other attorneys so that and administrative appeal or other appropriate legal action can be taken on behalf of the individual ward;
- 8.11. Agrees to serve the current total persons receiving guardianship and protection services plus any new persons referred. While the NH Department of Corrections shall provide a Contractor letter of approval for each new case assigned, the Contractor may not bill for services until the Contractor is actually appointed as guardian by a Probate Court; and
- 8.12. In order to perform the stated Guardianship Responsibilities, above, guardians must be kept aware of the facts or circumstances which may impact upon decisions. In order to make informed decisions on behalf of their ward, the public guardians should, to the extent possible, continually maintain significant and appropriate contact with their ward so to assure that their efforts best reflect the personal preferences, value system and desires of the ward. The guardians must seek out information so that they are fully aware of all risks and benefits of any proposed decision, as well as any alternative that may exist.
9. **Data Analysis & Reporting:**
- 9.1. The Contractor shall provide quarterly reports to the Division of Medical and Forensic Services, which includes but is not limited to, the total number of inmates/patients receiving services, month, site, guardian and how many visits/interactions. This data will enable ongoing analysis by the NH Department of Corrections of the most cost-effective options when considering guardianship services.
- 9.2. The Contractor shall provide a Sample Report that reflects the requirements in section 9.1., above.
- 9.3. The Contractor shall provide an accurate measure of cost per person per day expenditures for the guardianship program and provide this quarterly to the Division of Medical and Forensic Services at NH Department of Corrections.
- 9.4. A Final Report of advantages and disadvantages of how guardianship services are provided include any other items in the scope of work not covered in earlier reports. The Final Report is due thirty (30) days after the expiration date of the contract.
- 9.5. Meetings shall be conducted with the NH Department of Corrections and held periodically, upon mutual agreement, during the contract term to review the scope of work, discuss the cost analyses, explain reports and answer questions.
10. **General Service Provisions:**
- 10.1. Tools and Equipment: NOT APPLICABLE
- 10.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections and with all statutes, laws, regulations and orders of the Federal, State, County or Municipal authorities that impose any obligation or duty upon the Contractor.

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- 10.3. **Additional Facilities:** Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. If it is necessary to change the Contract, this provision will require Governor and Executive Council approval.
- 10.4. **Contractor Employee Information:** The Contractor shall be responsible for performing a criminal background check on all potential guardians assigned by the Vendor to provide services to NH Department of Corrections patients, inmates, and/or wards. No individual convicted of a felony or misdemeanor shall be permitted to provide guardianship services. Written proof of such criminal background checks shall be provided to the NH Department of Corrections upon request prior to a guardian's appointment. The Contractor shall be responsible for providing a written certification attesting the background check was completed and meets the terms stated above. If a potential guardian has a relative currently incarcerated, they may not be appointed without prior approval of the NH Department of Corrections.
- 10.5. **Licenses, Credential and Certificates:** The Contractor shall ensure all Vendor employees meet the requirements of the State and shall possess the credentials, licenses and/or certificates required by law and regulation to provide the services required.
- 10.6. **Change of Ownership:** In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 10.7. **Contractor Designated Liaison:** The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 10.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 10.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 10.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Attention: Operations Administrator, or designee, P.O. Box 1806, Concord, NH 03302.
- 10.8. **Contractor Liaison's Responsibilities:** The Contractor's designated liaison shall be responsible for:
- 10.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 10.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;

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- 10.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 10.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 10.9. **NH Department of Corrections Contract Liaison Responsibilities:** The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:
- 10.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the approval of the New Hampshire Governor and Executive Council, where needed;
- 10.9.2. Monitoring compliance with the terms of the Contract;
- 10.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
- 10.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
- 10.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 10.10. **Reporting Requirements:** The Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by the NH Department of Corrections.
- 10.11. **Performance Evaluation:** NH Department of Corrections shall, at its sole discretion:
- 10.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 10.11.2. The Operations Administrator or designee of the NH Department of Corrections may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;
- 10.11.3. Request additional reports and/or reviews that the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
- 10.11.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for the Contractor to complete corrective actions within fourteen (14) days;
- 10.11.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
- 10.11.5.1. Not in compliance with the terms of the Contract;
- 10.11.5.2. If satisfactory corrective action in 10.11.4. is not achieved; and
- 10.11.5.3. Terminate the Contract as otherwise permitted by law.
11. **Other Contract Provisions:**
- 11.1. **Modifications to the Contract:** In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.

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- 11.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
 - 11.1.1.1. Not in compliance with the terms of the Contract, or;
 - 11.1.1.2. As otherwise permitted by law or as stipulated within this Contract.
- 11.2. **Coordination of Efforts:** The Contractor shall fully coordinate the activities to the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.
12. **Bankruptcy or Insolvency Proceeding Notification:**
 - 12.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Department of Corrections immediately.
 - 12.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.
13. **Embodiment of the Contract:**
 - 13.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 13.1.1. Request for Proposal (RFP) and any amendments thereto;
 - 13.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 13.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
 - 13.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 13.1.3. shall govern.
 - 13.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.
14. **Cancellation of Contract:**
 - 14.1. The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.
 - 14.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
 - 14.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
 - 14.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Scope of Services
Exhibit A**

15. Contractor Transition:

NH Department of Corrections, at its discretion, to any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

16. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of a Contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

17. Additional Items/Locations:

Upon agreement of both parties, additional equipment, if applicable, and/or other facilities may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

18. Information:

- 18.1. In performing its obligations under the Contract, the Contractor may gain access to inmate/patient information, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 18.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.
- 18.3. In the event of unauthorized use or disclosure of the inmate/patient information, the Contractor shall immediately notify the NH Department of Corrections.
- 18.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 18.5. All financial, statistical, personnel and/or technical data supplied by the NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employment, will be considered a violation of this Contract and may result in Contract termination.
- 18.6. The Contractor agrees that all discussions or information gained during this procurement is considered confidential and that no information gathered by the Contractor shall be released without prior consent of the NH Department of Corrections. The Contractor shall maintain in confidence all NH Department of Corrections data and information derived from the data that becomes available to the Contractor in connection with its services under the Contract and shall use such information only for providing services under the Contract. All data and information acquired or developed by the Contractor in performance of the Contract shall be and remain the property of the NH Department of Corrections, except to the extent that such data and information exists outside of the NH Department Corrections and independent of the work under this Contract. This section shall survive the termination of the Contract.
- 18.7. The NH Department of Corrections shall hold ownership, title and rights in any documentation or products created in the course of this Contract by either the NH Department of Correction of the Contractor.

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Scope of Services
Exhibit A**

- 18.8. Any information provided to and by the Department in accordance with this Contract shall remain the property of the State of New Hampshire.
- 18.9. At the Department's request, the Contractor shall provide the Department with access to all State owned documents, material, reports, and work in progress relating to this Contract. Upon expiration or termination of this Contract with the Department, the Contractor shall turn over to the NH Department of Corrections all State-owned documents, reports, spreadsheets, and work in progress relating to the Contract at no additional cost to the NH Department of Corrections. All materials provided must be in both printed and electronic format.
- 19. Public Records:**
NH RSA 91-A, guarantees every person access to all public records. This RSA provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.
- 20. Contractor Personnel:**
- 20.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 20.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.
- 21. Notification to the Contractor:**
The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.
- 22. Special Notes:**
- 22.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 22.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 22.3. Locations may be added and/or deleted or reassigned to alternate facilities after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 22.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
- 22.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
- 22.4.2. Secure the Contractor's written agreement to the proposed changes.
- 22.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability


**Estimated Budget/Method of Payment
Exhibit B**

SECTION C: Estimated Budget/Method of Payment, Exhibit B

1. Signature Page

The Vendor proposes to provide Guardianship Services for the New Hampshire Department of Corrections (NHDOC) persons, inmates/patients or wards in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P/37, section 1.7 - Completion Date.


AUTHORIZED SIGNATURE

12-20-2012
DATE

Roger P. Jobin, Treasurer

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a "BEST AND FINAL OFFER" from vendors submitting acceptable and/or potentially acceptable proposals. The "BEST AND FINAL OFFER" would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

State of NH, Department of Corrections
Division of Medical & Forensic Services

RFP 13-03-GFMED, closing date: 12/31/2012
Page 24 of 28

Vendor Initials: RJ

**Estimated Budget/Method of Payment
 Exhibit B**

2. Fee Structure for Guardianship Services:

2.1. Estimated Budget Schedule, below, to be completed by Vendor.

Service Period by SFY	Cost per Inmate/Patient per Day	*Maximum Slots Provided by Vendor	Total Per SFY
SFY 14	\$ 6.93	30	\$ 75,883.50
SFY 15	\$ 7.21	32	\$ 84,212.80
SFY 16	\$ 7.50	34	\$ 93,330.00
SFY 17	\$ 7.80	36	\$ 102,492.00
SFY 18	\$ 8.11	38	\$ 112,485.70

NOTE: * The Vendor shall indicate the total number of slots they can provide annually; and
 ** The chart, above, to be completed by Vendor (may be adjusted by the NH Department of Corrections to reflect contract procurements).

2.2. Contract Period Estimated Yearly Costs:

2.2.1. Estimated Total Cost Year 1: \$ 75,883.50

2.2.2. Estimated Total Cost Year 2: \$ 84,212.80

2.2.3. Estimated Total Cost Year 3: \$ 93,330.00

2.2.4. Contract Period Estimated Total Cost: \$ 253,426.30

2.3. Possible Extension Period Yearly Costs:

2.3.1. Estimated Total Cost Year 4: \$ 102,492.00

2.3.2. Estimated Total Cost Year 5: \$ 112,485.70

2.3.3. Possible Extension Period Total Cost: \$ 214,977.70

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment
Exhibit B**

3. Method of Payment:

- 3.1. The monthly fee for service payment due to the Contractor by the NH Department of Corrections shall be made in the month following the month in which services were performed and shall be based on the contracted cost per person per day rate. This cost per person per day rate will be extended through the date in which the client dies or is terminated from services.
- 3.2. The monthly fee for service shall be calculated as follows:
 - 3.2.1. Multiplying the cost per person per day rate times the total number of days of service provided during the month to each eligible inmate/patient under the Contract.
 - 3.2.2. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th following the month in which services are provided.
 - 3.2.3. The original invoice shall detail how reimbursement is due for the month, which services were performed, and shall calculate to a total dollar figure. The form shall contain:
 - Identification of the service month;
 - Contract number and period;
 - Statistics which document the number of inmates/patients on the Contractor's caseload during the service month. The statistics shall be recorded on part two (2) of the form and shall specify the number of persons serviced by type of services, the names of cases added or closed during the month. Orders for new guardianship appointments shall be attached to the statistics as soon as they become available. Inmates/patients added during the service month for which the prior approval has not been obtained, but for who the Contractor is seeking reimbursement, must be formally authorized to receive services before they are calculated into the authorized payment due for the service month. A brief explanation shall be provided for any client for whom services have been terminated; and
 - Calculation of the total authorized payment due for the service month.
- 3.3. Original invoices shall be sent to the NH Department of Corrections, Financial Services, or designee, P.O. Box 1806, Concord, NH 03302 for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302-1806.
- 3.4. Once approved by the Division of Medical & Forensic Services, the original invoices shall be forwarded to the Department's Bureau of Financial Services for processing and issuance of payment.
- 3.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 3.6. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of an approved invoice. Invoices shall be itemized by facility and contain the following information:
 - 3.6.1. Organization/Agency/Individual Name;
 - 3.6.2. Invoice Date and Number;
 - 3.6.3. Contract Period and Service Month;
 - 3.6.4. Number of Case Loads per Contract Period Rate & Total Due;
 - 3.6.5. Name of Wards (inmates/patients) who received services;
 - 3.6.6. Name of Wards added during billed Service Month; and

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment
Exhibit B**

- 3.6.7. Name of Wards removed from caseload.
- 3.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 3.8. The Contractor shall follow the State's Fiscal Year Calendar for budgeting purpose. Year One (1) shall end on June 30, 2014.
- 3.9. The Contractor also agrees that full payment for the final month of the Contract period shall not be made by the Department until the Contractor submits the original invoice for the final month of the contract period and receives the Final Report as described in section 9.3., Exhibit A.
- 3.10. Reimbursement for services for persons who have not been screened by the Department will not be reimbursed under the Contract. In instances where guardianship appointments are made without approval granted from the Department, reimbursement for guardianship services may be possible when satisfactory documentation can be presented that such circumstances occurred and reasonable efforts were made to decline such appointments. Such documentation shall be included to an original invoice. If the documentation provided is satisfactory, the Department may make payments for appointments made without approval as long as wards are persons for whom the State has a responsibility to safeguard pursuant to RSA 21-H:8.
- 4. Appropriation of Funding**
- 4.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty of termination costs if such funds are not fully appropriated.
- 4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit the NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
- 4.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

The remainder of this page is intentionally blank.

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Section D: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.1.1 of the original P-37 contract, Agreement, by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00."
- 1.2. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.3 by changing the last sentence of the clause to: Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

ADDENDUM # 1 to RFP 13-02-GFMED

This document must be initialed and returned with your proposal.

RFP: 13-02-GFMED Guardianship Services

RFP Deadline: December 21, 2012, no later than 2:00 EST

Addendum Descriptor: Add Section 38. Public Records to Request for Proposals (RFP) Terms and Conditions to read as follows:

"NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: [Transparent NH http://www.nh.gov/transparentnh/](http://www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If a Bidder believes that any information submitted in respond to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in the proposal (source document) and in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section."

Addendum Descriptor: Add "Non-Disclosure of Right to Know Information Letter to State Agency, if applicable" to Proposal Check Sheet, to page 14.

Addendum Descriptor: Add Section 23. Public Records to Scope of Services, Exhibit A to read as follows:

"NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: [Transparent NH http://www.nh.gov/transparentnh/](http://www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

State of NH, Department of Corrections
Division of Medical & Forensic Services

RFP 13-02-GFMED, closing date: 12/21/2012

Vendor Initials: _____

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disclosure under RSA 91-A:5, IV. If a Contractor believes that any information submitted in respond to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Contractor must specifically identify that information in the proposal (source document) and in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section."

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

State of NH, Department of Corrections
Division of Medical & Forensic Services

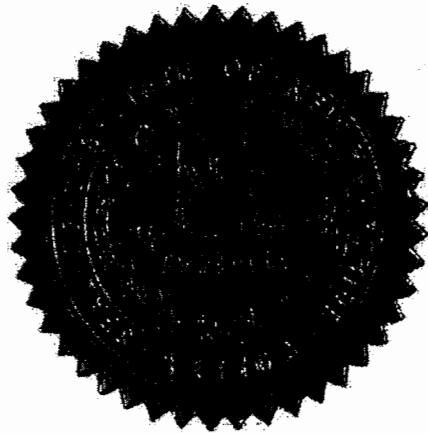
RFP 13-02-GFMED, closing date: 12/21/2012

Vendor Initials: _____

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 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 13th day of December, A.D. 2012

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Susan Fox, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of The Office of Public Guardian.
(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 12/18/2012.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of Guardianship services.

RESOLVED: That the Treasurer
(Title of one who signed the contract)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 12/20/2012.
(Date Contract Signed)

4. Roger P. Jobin (is/are) the duly elected Treasurer
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

Susan W. Fox
(Signature of the Clerk of the Corporation)

STATE OF New Hampshire
County of Merrimack

The foregoing instrument was acknowledged before me this 8th day of May, 2013, by Susan W. Fox.
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

Nancy C. Raynes
Notary Public Justice of the Peace

NANCY C. RAYNES, Notary Public
My Commission Expires October 26, 2016

Commission Expires: _____



RJ

Client#: 63457

OFFIC1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2012

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).

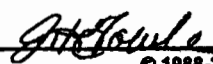
PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C No., Ext): 603 225-6611		FAX (A/C, No): 603-225-7935	
	E-MAIL ADDRESS:			
INSURED Office of Public Guardian, Inc. 2 Pillsbury Street, Suite #400 Concord, NH 03301	INSURER(S) AFFORDING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

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
**** Workers Comp Information ****
 Proprietors/Partners/Executive Officers/Members Excluded: Robert Wells, Roger Jobin, and Michael Furo
 Workers Compensation State: NH

CERTIFICATE HOLDER NH Department of Corrections PO Box 1806 Concord, NH 03302	CANCELLATION 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 
-----------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RJ

New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit

Comprehensive General Liability Insurance Acknowledgement Form

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

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

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$ 2,000,000.00	\$ 2,000,000.00	\$ 4,000,000.00
Per Claim	Per Incident/Occurrence	General Aggregate
<u>Roger P. Jobin</u>	<u>TREASURER</u>	<u>12-20-2012</u>
Signature & Title		Date

This acknowledgement must be returned with your proposal.

RJ

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

- COR 307 Items Considered Contraband. Contraband shall consist of:
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
 - b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
 - c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
 - d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
 - e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
 - f) Any intoxicating beverage.
 - g) Sums of money or negotiable instruments in excess of \$100.00.
 - h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
 - i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
 - j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain-view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

ROGER P. JOBIN
Name

Roger P. Jobin
Signature

12-20-2012
Date

Andraea L. Sissim
Witness Name

Andraea L. Sissim
Signature

12-20-12
Date

RJ

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

ROGER P. JOBIN
Name

Andreah Sisson
Witness Name

Roger P. Jobin
Signature

Andreah Sisson
Signature

12.20.2012
Date

12.20.12
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Roger P. Josin
Name

Andrea Sisson
Witness Name

Roger P. Josin
Signature

Andrea Sisson
Signature

12-20-2012
Date

12-20-12
Date

RJ

**OFFICE OF PUBLIC GUARDIAN
BOARD OF DIRECTORS**

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Hopkinton, NH 03229

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Concord, NH 03301

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Susan W. Fox
UNH, Institute on Disability/UCE
56 Old Suncook Rd., Suite 2
Concord, NH 03301
Tel: 228-2084

Nina Gardner
Sanbornton, NH 03269

RS
12-20-12

Key Personnel List

State of NH, Department of Corrections
Division of Medical and Forensic Services

OFFICE OF PUBLIC GUARDIAN GUARDIANSHIP SERVICES

Position Title	Current Individual in Position		Current Salary
Executive Director	Linda Mallon, JD, NMG	\$	93,000.00
Associate Director	Darcy Johnson, BS, NCG	\$	65,000.00
Business Manager	Andrea Sisson, CPA	\$	58,500.00
Director of Estate Services	Cindy Flanagan, NCG	\$	56,000.00

LINDA MALLON, ESQUIRE

Office of Public Guardian
2 Pillsbury St., Suite 400
Concord NH 03301
(603) 224-8041
lmallon@opgnh.org

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

RJ

**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

RJ

Darcy G. Johnson
Office of Public Guardian
2 Pillsbury Street, Suite 400
Concord, NH 03301
djohnson@opgnh.org
(603) 224-8041

Education: Syracuse University
Syracuse, NY
B.S. Business Administration

Chaplaincy Institute of Maine
Portland, ME
Currently enrolled in Interfaith Chaplaincy program
Date of ordination: June, 2011

Professional Experience:
7/09 – Present: Director of Operations
Office of Public Guardian
2 Pillsbury Street
Suite 400
Concord, NH 03301

Responsibilities include assisting with policies and procedures; assessing and streamlining documentation requirements; supporting effective use of resources; assessing and supporting technology; assist with contract compliance.

2/01 – Present Public Guardian

Responsibilities include advocacy, strong documentation and communication skills, working with service providers, medical professionals, families, NH State benefit providers, NH Probate Courts.

2000 – 2001 Associate Director
Chesco, Inc.
12 Wilson Street
Keene, NH 03431

Provided residential services to individuals with developmental disabilities. Supervised staff providing care to individuals in their homes

Darcy G. Johnson
Office of Public Guardian
2 Pillsbury Street, Suite 400
Concord, NH 03301
djohnson@opgnh.org
(603) 224-8041

- 1997 – 2000 Community Network Coordinator
Monadnock Partnership
Monadnock Developmental Services
121 Railroad Street
Keene, NH 03431
- Coordinated a pilot project to join individuals representing a variety of social services in the Monadnock Region. Held trainings to assist in serving individuals with multiple needs.
- 1995 – 1997 Executive Director
Spring Hill of Ashby, Inc.
Ashby, MA
- Hired to reorganize organization after bankruptcy. Restructured services, debt and income. Supervised one hundred volunteers. Managed workshop schedule and trainings. Directed database conversion.
- 1988 – 1997 Workshop Coordinator
Spring Hill of Ashby, Inc.
Ashby, MA
- 1993 – 1995 Office Manager
Hospice of the Monadnock Region
Keene, NH
- 1989 – 1993 Case Manager
Monadnock Developmental Services
Keene, NH 03431
- Trainings
and Certifications:** National Certified Guardian
Center for Guardianship Certification
October, 2002 to Present
- Attendance at the National Guardianship Conference including topics on eldercare, ethics, Probate court issues, and guardianship best practices.
2001 to Present

Darcy G. Johnson
Office of Public Guardian
2 Pillsbury Street, Suite 400
Concord, NH 03301
djohnson@opgnh.org
(603) 224-8041

Trainings
and Certifications: Antioch New England
Keene, NH
Post graduate coursework in Psychology

Smith College
Northampton, MA
Post graduate coursework in Social Work

Cambridge College
Springfield, MA
Post Graduate course in Psychopharmacology

Spring Hill Institute
Two year certification: Body-centered Psychotherapy

The Four Winds Society
Certification in Energy Medicine

Hospice Volunteer Training

Women's Crisis Domestic Violence Crisis Volunteer Training

RJ

ANDREA L. SISSON, CPA
Office of Public Guardian
2 Pillsbury St., Suite 400
Concord, NH 03301
(603) 224-8041

SUMMARY:

- 18 years of experience with local CPA firms working with a wide range of clients including small service businesses, non-profit organizations and multi-million dollar manufacturing companies.
- Co-founded and managed local payroll service bureau.
- Proficient in various types of tax return preparation, all areas of accounting, bookkeeping and payroll.
- Designed and implemented customized bookkeeping systems for clients.
- Hired, trained and supervised staff at various levels.

PROFESSIONAL EXPERIENCE:

Office of Public Guardian Concord, New Hampshire

Business Manager

10/2007-Present

- Responsible for all financial aspects of the organization including daily accounting work, preparation of financial statements, preparation of payroll for 27 person staff, creation of budgets
- Responsible for supervision of all administrative staff and oversight of all administrative functions of the entity
- Assist in the development of organizational policies and procedures as a member of the management team

Peter C. Brankman and Company, P.C. Concord, New Hampshire

Senior Staff Accountant/Manager

10/2004 – 10/2007

- Managed individual tax portion of practice (400-500 returns); controlled work flow, supervised staff, prepared returns in a fast-paced deadline driven environment.
- Designed and implemented paperless individual tax processing system.
- Perform compilations, reviews and audits of various for profit and non-profit client financial statements.
- Designed and implemented bookkeeping systems for clients.
- Trained and supervised staff on all types of engagements.

**D'Agnese, Robinson and Company/Stephen C. Robinson and Company, /McLarney
and Company (Same firm various owners) Concord, New Hampshire**
Staff Accountant/Senior Staff Accountant/Manager 9/1989 – 6/2004

- Assisted and advised clients with various accounting and management functions.
- Installed and set up accounting software packages; train client personnel.
- Managed all bookkeeping clients.
- Designed and implemented accounting and internal control procedures.
- Managed work flow through busy tax seasons
- Hired, trained and supervised staff.

EDUCATION:

- BS in Accounting, Bentley College May 1989

RJ

CYNTHIA ANN FLANAGAN
Office of Public Guardian
2 Pillsbury Street, Suite 400
Concord, NH 03301
(603) 224-8041

**PROFESSIONAL
EXPERIENCE:**

2/08 to present

OFFICE OF PUBLIC GUARDIAN
2 Pillsbury Street, Suite 400, Concord, NH 03301
Director of Estate Services

Responsible for overseeing the daily operations of a 6 person estate department which manages the finances of OPG clients; this includes serving in the capacity of guardian of the estate, Social Security Representative Payee, and Trustee to include Special Needs Trusts. Duties include: Supervises 5 full time staff, participates in intake review, assigns new cases, monitors all court submissions from the Estate Department including inventories, accountings and petitions, coordinates annual review of ward's investment assets, maintains knowledge of current public benefit rules and keeps abreast of changes as they arise, maintains caseload which results in continued interactions with wards, guardians and multiple benefit agencies.

8/04 to 2/08

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER
CSS, 1555 Elm Street, Manchester, NH 03101
Client Benefit Specialist/Practice Assistant

Assesses and assists clients without benefits in applying for appropriate financial/medical assistance. Liaison to both the Manchester District Office and the Medicaid Disability Determination Unit. Assists clients in completing Medicaid applications and redeterminations. Well versed in all aspects of Medicaid including the In/Out program. Complete working knowledge of Medicare Part D, able to assist clients in enrollment. Completes fee assessments according to the agency's policy for clients who are over income or denied benefits. Monitors client accounts receivable and initiates collections. Supervises two full time employees.

10/01 to 8/04

Business Office, 401 Cypress Street, Manchester, NH 03103
Billing Specialist

Performs the following tasks in relation to client billing: Supports the front desk with all billing related issues, collects client copays/fees, balances cash drawer, obtains third party verification/authorizations and sets client self-pay fees (according to Center policy). Sends out claims, posts payments and works denials for assigned third party payor. Monitors aging of this fund source and takes action on past due claims (seeks payment, write-off, etc.). Provides customer service to clients with questions regarding their bill.

8/94 to 10/01

Gemini Program, 9 Blodget Street, Manchester, NH 03104

Administrative Secretary

Performs a wide range of administrative and clerical duties to support the administration and clinical services of the The Gemini Program and The Center's Substance Abuse Services. Tasks include but are not limited to: Meeting coordination, taking and transcribing meeting minutes, quality assurance (including participation on two QI Teams), calculation of resident rents, spreadsheets, committee membership, staff scheduling, development of policies and procedures and purchasing.

Emergency Services, 401 Cypress Street, Manchester, NH 03103

Secretary

Provided secretarial support to a busy emergency services department including word processing, transcription, customer service, maintaining clinical records, scheduling appointments and all other clerical tasks.

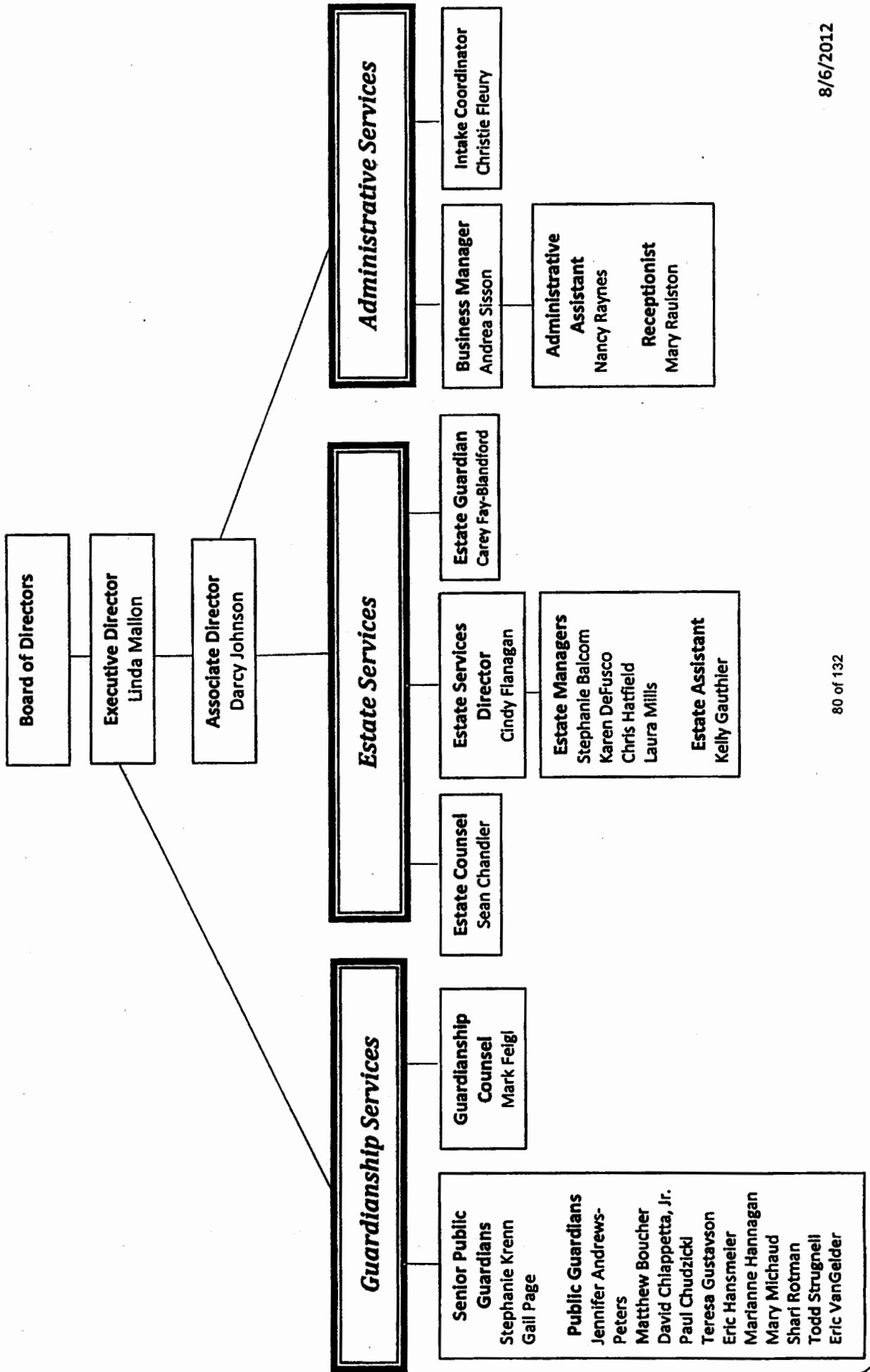
EDUCATION:

Attended, New Hampshire College, Manchester, NH

Attended, UNH Manchester, Manchester, NH

RJ

Office of Public Guardian



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**DRAFT
FOR DISCUSSION
PURPOSES ONLY**

OFFICE OF PUBLIC GUARDIAN, INC.

Financial Statements

June 30, 2012 and 2011

and

Independent Auditor's Report

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

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FOR DISCUSSION
PURPOSES ONLY**

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FOR DISCUSSION
PURPOSES ONLY**

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.

December xx, 2012

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

**DRAFT
 FOR DISCUSSION
 PURPOSES ONLY**

ASSETS	2012	2011
CURRENT ASSETS:		
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	<u>15,561</u>	<u>39,358</u>
TOTAL CURRENT ASSETS	<u>394,875</u>	<u>385,252</u>
PROPERTY AND EQUIPMENT:		
Condominium Unit	1,039,509	1,039,509
Office furniture and equipment	73,219	73,219
Computer equipment	67,234	66,528
Telephone system	<u>1,800</u>	<u>1,800</u>
	1,181,762	1,181,056
Less accumulated depreciation	<u>262,431</u>	<u>225,361</u>
PROPERTY AND EQUIPMENT - NET	<u>919,331</u>	<u>955,695</u>
OTHER ASSETS:		
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	<u>5,998</u>	<u>4,461</u>
TOTAL OTHER ASSETS - NET	<u>112,227</u>	<u>115,347</u>
TOTAL ASSETS	<u>\$1,426,433</u>	<u>\$1,456,294</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 11,394	\$ 40,501
Accrued liabilities:		
Accrued payroll	24,915	19,111
Accrued vacation	128,722	80,480
Other	7,351	12,299
Current portion of long-term debt	<u>45,230</u>	<u>44,097</u>
TOTAL CURRENT LIABILITIES	<u>217,612</u>	<u>196,488</u>
LONG-TERM LIABILITIES:		
Mortgage notes payable, less current portion of \$45,230 in 2012 and \$44,097 in 2011	<u>671,061</u>	<u>690,571</u>
TOTAL LONG-TERM LIABILITIES	<u>671,061</u>	<u>690,571</u>
NET ASSETS		
Unrestricted	431,531	458,349
Temporarily restricted	6,229	10,886
Permanently restricted	<u>100,000</u>	<u>100,000</u>
TOTAL NET ASSETS	<u>537,760</u>	<u>569,235</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$1,426,433</u>	<u>\$1,456,294</u>

See notes to financial statements

RJ

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FOR DISCUSSION
PURPOSES ONLY

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

	2012	2011
CHANGES IN UNRESTRICTED NET ASSETS:		
REVENUES:		
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>
NET ASSETS RELEASED FROM RESTRICTIONS:	<u>5,756</u>	<u>5,685</u>
TOTAL UNRESTRICTED REVENUES, GAINS AND OTHER SUPPORT	<u>2,220,709</u>	<u>2,189,811</u>
EXPENSES:		
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	43,751
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>2,164,491</u>
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>(26,818)</u>	<u>25,320</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
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	<u>(5,756)</u>	<u>(5,685)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>(4,657)</u>	<u>10,886</u>
CHANGES IN PERMANENTLY RESTRICTED NET ASSETS:		
Realized and unrealized gain on investments	-	3,586
INCREASE IN PERMANENTLY RESTRICTED NET ASSETS	<u>-</u>	<u>3,586</u>
INCREASE (DECREASE) IN NET ASSETS	<u>(31,475)</u>	<u>39,792</u>
NET ASSETS, July 1	<u>569,235</u>	<u>529,443</u>
NET ASSETS, June 30	<u>\$ 537,760</u>	<u>\$ 569,235</u>

See notes to financial statements

RJ

**DRAFT
 FOR DISCUSSION
 PURPOSES ONLY**

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

	<u>2012</u>	<u>2011</u>
Cash Flows From Operating Activities:		
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	<u>(767,535)</u>	<u>(765,728)</u>
Net Cash Provided (Used) by Operating Activities	<u>(3,750)</u>	<u>55,402</u>
Cash Flows From Investing Activities:		
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	<u>31,182</u>	<u>122,247</u>
Net Cash Provided (Used) by Investing Activities	<u>1,679</u>	<u>(19,716)</u>
Cash Flows From Financing Activities:		
Payments on mortgage debt	<u>(18,377)</u>	<u>(17,407)</u>
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	<u>243,787</u>	<u>225,508</u>
Cash, End of Year	<u>\$ 223,339</u>	<u>\$ 243,787</u>
Reconciliation of Increase (Decrease) in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Increase (decrease) in net assets	\$ (31,475)	\$ 39,792
Adjustments to Reconcile Increase (Decrease) in Net Assets to Net Cash Provided (Used) by Operating Activities:		
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
Changes in assets and liabilities:		
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	<u>49,098</u>	<u>(31,416)</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ (3,750)</u>	<u>\$ 55,402</u>
Supplemental Data:		
Interest paid	<u>\$ 42,781</u>	<u>\$ 43,751</u>

See notes to financial statements

RJ

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2012 and 2011

**DRAFT
FOR DISCUSSION
PURPOSES ONLY**

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Entity and Purpose

The Office of Public Guardian, Inc. (the Entity) was incorporated as a non-profit organization on July 14, 1983. The Entity was established to provide guardianship, co-guardianship and conservatorship services for individuals found to be legally incapacitated pursuant to New Hampshire State law (RSA 464-A) and other applicable statutes. Protective services other than guardianship may include but are not limited to, power of attorney, client representative, or services as a representative or protective payee.

The accounting policies of the Office of Public Guardian, Inc. conform to accounting principles generally accepted in the United States of America as applicable to non-profit organizations, except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

Contributions

Contributions received by the Entity are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Pervasiveness of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. Significant estimates include depreciation expense and the allowance for doubtful accounts.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other time and donor restricted support is reported as an increase in temporarily or permanently restricted net

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FOR DISCUSSION
PURPOSES ONLY**

**OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2012 and 2011**

assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Property, Equipment, and Intangibles

Property and equipment are stated at cost. The Entity's policy is to capitalize expenditures for major improvements and to charge operations currently for expenditures which do not extend the lives of related assets. The provision for depreciation is determined by the straight line method at rates intended to depreciate or amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Intangibles	3
Equipment	5 - 10
Furniture	5 - 10
Buildings	40

Bad Debts

The Entity uses the reserve method for accounting for bad debts. For the year ended June 30, 2012 and 2011, the Entity reserved \$15,000 and \$17,595, respectively, as an allowance for uncollectible receivables. Management estimated these allowances by evaluating the probability of collection on a per account basis.

Accrued Vacation

Full time personnel accrue paid vacation at the rate of 5.77 hours per pay period (20 days per year) for the first five years of employment after which the rate increases to 7.21 hours per pay period (25 days per year). Depending on the length of service with the Entity, employees may accrue up to 150 hours or 187.50 hours. Such accumulations are payable to the employee upon separation from employment and have been recorded as a liability at year end.

Income Taxes

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for its exempt function income. In addition, the Entity is not subject to state income taxes.

The Financial Accounting Standards Board issued an interpretation on Income Taxes which fundamentally changes the way that the Entity will be required to treat its uncertain tax positions for financial accounting purposes. It prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Entity's tax return that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity did not have any unrecognized tax benefits and determined the impact of this new interpretation was not material to the financial statements. During the years ended June 30, 2012 and 2011, no new additional unrecognized tax benefits were identified. Tax

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**DRAFT
FOR DISCUSSION
PURPOSES ONLY**

**OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2012 and 2011**

years ended June 30, 2010, 2011 and 2012 are open for possible examination by the Internal Revenue Service.

Cash and Cash Equivalents

For the purposes of reporting cash flows, the Entity considers all highly liquid investments with an initial maturity of 90 days or less as cash equivalents.

Investments

The Board of Directors of the Entity has interpreted the State Prudent Management of Institutional Funds Act (SPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Entity classifies the original value of the gift as permanently restricted net assets. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until approved for expenditure when it is reclassified to unrestricted net assets. The Entity appropriates amounts for expenditure in a manner consistent with the standard of prudence prescribed by SPMIFA. In accordance with SPMIFA, the Entity considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) duration and preservation of the endowment funds; (2) the purposes of the Entity and the endowment fund; (3) general economic conditions; (4) effect of inflation and deflation; (5) the expected total return from income and the appreciation of investments; (6) other resources of the Entity; and (7) the investment policy of the Entity.

The Entity has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of income of funding to programs supported by its endowment while seeking to maintain the purchasing power of those endowment assets over the long term. Endowment assets include those assets of donor-restricted funds that the Entity must hold in perpetuity or for donor-specified periods. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. The Entity expects its endowment assets, over time, to produce an average return of approximately 10% annually. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate of return objectives, the Entity relies on a total return strategy in which investment returns are achieved through both capital appreciation and current yield. The Entity targets a diversified asset allocation which includes equity and debt securities. This is intended to result in a consistent inflation-protection rate of return that has sufficient liquidity to make an annual distribution of \$5,000, while growing the fund if possible.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or SPMIFA requires the Entity to retain as a fund of perpetual duration.

The following tabulation summarizes the relationship between carrying values and market values of investment assets for the years ending June 30, 2012 and 2011:

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2012 and 2011

**DRAFT
 FOR DISCUSSION
 PURPOSES ONLY**

	<u>For the Year Ended June 30, 2012</u>		
	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, as of July 1, 2011	\$ 10,886	\$ 100,000	\$ 110,886
Investment return:			
Investment income	4,528		4,528
Net depreciation	<u>(3,429)</u>		<u>(3,429)</u>
Total investment return	11,985	100,000	111,985
Appropriation of endowment assets for expenditure	<u>(5,756)</u>		<u>(5,756)</u>
Endowment net assets, as of June 30, 2012	<u>\$ 6,229</u>	<u>\$ 100,000</u>	<u>\$ 106,229</u>

	<u>For the Year Ended June 30, 2011</u>		
	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, as of July 1, 2010		\$ 96,414	\$ 96,414
Investment return:			
Investment income	\$ 11,645	3,586	15,231
Net appreciation	<u>4,926</u>		<u>4,926</u>
Total investment return	16,571	100,000	116,571
Appropriation of endowment assets for expenditure	<u>(5,685)</u>		<u>(5,685)</u>
Endowment net assets, as of June 30, 2011	<u>\$ 10,886</u>	<u>\$ 100,000</u>	<u>\$ 110,886</u>

Fair Value Measurements

The Entity has adopted the FASB Accounting Standards Codification standard, *Fair Value Measurements*, which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under the *Fair Value Measurements* are described below.

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2 - Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in active markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

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**OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2012 and 2011**

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Bond and Equity Mutual funds: Valued at the net asset value ("NAV") of shares held by the plan at year end.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Entity believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The Entity's investments, comprised of mutual funds, were reported at fair value by Level 1 inputs in the amounts of \$101,197 and \$105,888 for the years ended June 30, 2012 and 2011, respectively.

Investment Valuation and Income Recognition

The Entity's investments as of June 30, 2012 and 2011 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Entity at year-end.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

At June 30, 2012 and 2011, investments have a market value of \$101,197 and \$105,188, cost basis of \$92,440 and \$100,702, realized gains or (losses) of \$2,478 and \$13,179, unrealized gains or (losses) of \$(3,429) and \$4,926, investment returns of \$2,050 and \$2,052, and endowment expenditures of \$5,756 and \$5,685, respectively.

NOTE 2--ECONOMIC DEPENDENCE

The Entity's primary source of support are fees and grants received from the State of New Hampshire and were \$890,819 and \$860,853 for the years ended June 30, 2012 and 2011, respectively. The grant agreements have been renewed for the next fiscal year. Revenue is recognized as earned under the terms of the contract and is received on a cost reimbursement basis. Other support originates as charges for private services, fees from regional non-profit agencies, interest, and other income.

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2012 and 2011

**DRAFT
 FOR DISCUSSION
 PURPOSES ONLY**

NOTE 3--DONOR-DESIGNATED ENDOWMENTS

The Entity received a restricted gift of \$125,000 over a two year period. Of this amount, approximately \$25,000 is restricted for the purchase of furniture and the remaining balance to become a permanent endowment of the Entity. Income from the permanent endowment shall be used to offset staff training and development costs.

As of June 30, 2012 and 2011, the Entity held \$100,000 and \$100,000 in permanently restricted funds, respectively.

NOTE 4--LINE OF CREDIT

During 2009, the Entity obtained a demand line of credit of \$50,000 at the bank's variable interest rate. As of June 30, 2012 and 2011, the outstanding balance of the line of credit is \$-0-.

NOTE 5--MORTGAGE NOTE PAYABLE

At June 30, 2012 and 2011, mortgage notes payable consist of the following:

	<u>2012</u>	<u>2011</u>
\$786,000 mortgage note payable, bank, secured by property, payable in monthly installments of interest and principal reduction of \$5,096 through October 14, 2015 with interest at 6% per annum. A final balloon payment of \$626,863 is due October 12, 2015.	\$ 691,291	\$ 709,668
\$25,000 mortgage note payable, other, secured by the second mortgage on a condominium unit, payable in one payment plus accrued interest at 6% per annum on July 12, 2011.	<u>25,000</u>	<u>25,000</u>
	716,291	734,668
Less current portion	<u>45,230</u>	<u>44,097</u>
	<u>\$ 671,061</u>	<u>\$ 690,571</u>

Debt service requirements are as follows:

<u>June 30,</u>	<u>Amount</u>
2013	\$ 45,230
2014	21,478
2015	22,803
2016	626,780

NOTE 6--RETIREMENT PLAN

The Entity has a tax deferred annuity plan under Section 403(b) of the Internal Revenue Code for all full-time employees. An employee becomes eligible to participate at the commencement of employment and is vested when an initial contribution is made. Employer contributions are made on each participant's

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PURPOSES ONLY**

**OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2012 and 2011**

behalf at 5% of gross wages each year. For the years ended June 30, 2012 and 2011, the Entity contributed \$56,674 and \$51,996, respectively, to the plan.

NOTE 7--AGENCY FUNDS

The Entity maintains guardian accounts on behalf of the wards of the State. These funds amounted to approximately \$15,124,099 and \$14,412,571 as of June 30, 2012 and 2011, respectively. The assets and related obligation have not been reflected on the Statements of Financial Position at June 30, 2012 and 2011.

NOTE 8--SUBSEQUENT EVENTS

Subsequent events have been evaluated through December xx, 2012, which is the date the financial statements were available to be issued.

RJ

9:27 AM
 12/18/12
 Accrual Basis

Office of Public Guardian, Inc.
Balance Sheet
 As of September 30, 2012

Sep 30, 12

ASSETS	
Current Assets	
Checking/Savings	
1020 - Savings	73,876.66
1025 - 2 Pillsbury St. Bldg. Money Mkt	16,462.93
1030 - Sovereign Bank Checking Account	188,759.14
1040 - Petty Cash	100.00
1045 - Petty Cash Wards	300.00
Total Checking/Savings	279,498.73
Other Current Assets	
1200 - A/R - DMHDS	1,970.40
1202 - A/R - BEAS	9,626.00
1210 - A/R - Area Agencies	35,908.41
1220 - A/R - Private Funds Time Slips	112,449.66
1221 - A/R Private Soc.Sec. Per Diem Nursing Home Billings	8,736.02
Total 1221 - A/R Private Soc.Sec. Per Diem	8,736.02
1222 - A/R Client Reimbursements	4,467.21
1225 - Allowance for Uncollectibles	-15,000.00
1235 - A/R Department of Corrections	7,718.94
1310 - Prepaid Expenses	3,592.66
1315 - Prepaid Insurance	10,827.45
1320 - Loan Commitment Fee	3,000.00
Total Other Current Assets	183,296.75
Total Current Assets	462,795.48
Fixed Assets	
1400 - 2 Pillsbury St. Condo	1,039,509.01
1410 - Office Furniture and Equipment	73,218.50
1420 - Computers	66,528.14
1421 - Software	129,665.98
1430 - Telephone Equipment	1,800.00
1450 - Web Design	3,052.50
1460 - Accumulated Depreciation	-109,038.13
1465 - Accumulated Depr Building	-162,423.25
1480 - Accum Amortization - Software	-127,751.21
1485 - Accum Amort Loan Comm Fee	-1,000.20
1487 - Accumulated Amort - Web Desig	-3,052.50
Total Fixed Assets	910,508.84
Other Assets	
1490 - Stocks & Bonds Banknorth Account	112,119.16
Total Other Assets	112,119.16
TOTAL ASSETS	1,485,423.48
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	20,016.73
Total Accounts Payable	20,016.73

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9:27 AM

12/18/12

Accrual Basis

Office of Public Guardian, Inc.
Balance Sheet
As of September 30, 2012

	<u>Sep 30, 12</u>
Other Current Liabilities	
2100 · Payroll Liabilities	722.78
2105 · OPG Gift Fund	213.53
2205 · Accrued Interest Expense	2,151.35
2210 · Accrued Payroll	52,413.29
2220 · Accrued Vacation	128,722.44
2337 · Withheld Dependent Care	30.37
2338 · Withheld Medical Savings Plan	1,590.49
2345 · Withheld TSA	39.43
2350 · Accrued Fica	4,010.52
Total Other Current Liabilities	<u>189,894.20</u>
Total Current Liabilities	209,910.93
Long Term Liabilities	
2600 · Sovereign Bank Mortgage	686,577.98
2610 · 2 Pillsbury St. LLC 2nd Mortgag	25,000.00
Total Long Term Liabilities	<u>711,577.98</u>
Total Liabilities	921,488.91
Equity	
3900 · Unrestricted Net Assets	539,505.18
Net Income	24,429.39
Total Equity	<u>563,934.57</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,485,423.48</u></u>

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 12/18/12
 Accrual Basis

Office of Public Guardian, Inc.
Profit & Loss
 July through September 2012

Office of Public Guardian
 NH Department of Corrections
 Guardianship Services

	<u>Jul - Sep 12</u>
Ordinary Income/Expense	
Income	
4010 · Client Fees	94,835.42
4020 · Client Fees SS Private	
5% of Income	14,400.00
Nursing Home Billings	43,352.31
OPG SSPD	84,899.40
Veterans Administration	3,539.43
Total 4020 · Client Fees SS Private	<u>146,191.14</u>
4600 · Interest Income	356.82
4809 · Area Agencies	50,818.49
4810 · DMHDS	229,521.60
4812 · DOC	11,641.68
4815 · BEAS Contract	14,439.00
4820 · Other Income	788.69
4825 · Rep Payee Fees	37,349.50
4830 · Administration Fees	1,460.00
Total Income	<u>587,402.34</u>
Gross Profit	587,402.34
Expense	
6010 · Salary & Wages	359,341.37
6021 · Health and Dental Insurance	62,508.62
6022 · Benefits Workers Comp	7,213.26
6023 · Benefits Life Insurance	654.87
6024 · Benefits - TSA	13,468.57
6025 · Disability Insurance Benefits	1,195.29
6030 · Payroll Taxes	26,758.32
6260 · Legal Expenses	605.00
6270 · Other Professional Fees	926.80
6280 · Computer Technical Support	3,908.00
6281 · Software Technical Support	2,911.99
6310 · Publications & Memberships	1,416.22
6340 · Staff Development	2,321.60
6410 · Mortg Interest Expense	10,576.03
6415 · Condo Fees	9,267.99
6420 · Electricity Expense	1,138.39
6450 · Repairs & Maintenance	2,594.70
6510 · Office Supplies	7,838.70
6600 · Capital Expenditures	1,647.70
6701 · Equipment Rental Canon Services	1,877.49
6702 · Equipment Lease - phone system	1,137.98
6800 · Equipment Maintenance	
Marshall Tech - Typewriters Fax	362.53
Pitney Bowes Mailing Machine	381.00
Tidal Communications Telephone	263.00
Total 6800 · Equipment Maintenance	<u>1,006.53</u>
6850 · Amortization	564.00
6900 · Depreciation	2,627.95
6901 · Building Depr	6,496.92
7100 · Printing	269.12
7200 · Telephone	
Comcast	774.62
CompanyPaid Cell Phones	1,532.72
Digital Fax Service	357.10
DSCI	2,925.23
Employee Cell phone reimburse.	1,975.60
Internet Service	336.72
Telephone Answering Service	1,169.00
Total 7200 · Telephone	<u>9,070.99</u>

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9:27 AM

12/18/12

Accrual Basis

Office of Public Guardian, Inc.

Profit & Loss

July through September 2012

	<u>Jul - Sep 12</u>
7300 · Postage	4,614.54
7421 · Travel	13,528.74
7630 · Property/Professional Liab	2,282.70
7631 · Directors/Officers Liability	797.49
8001 · Other Expenses	
Bank Charges	873.65
8001 · Other Expenses - Other	<u>2,372.39</u>
Total 8001 · Other Expenses	<u>3,246.04</u>
Total Expense	<u>563,813.91</u>
Net Ordinary Income	23,588.43
Other Income/Expense	
Other Income	
4847 · Gain/Loss Sale of Stock	5,840.96
Total Other Income	<u>5,840.96</u>
Other Expense	
Atkinson Settlement	5,000.00
Total Other Expense	<u>5,000.00</u>
Net Other Income	<u>840.96</u>
Net Income	<u><u>24,429.39</u></u>

RS

RECEIVED DEC 29 1983

Internal Revenue Service

Department of the Treasury

District
Director

P.O. Box 1680, GPO Brooklyn, N.Y. 11202

Date: DEC 23 1983

Office Of Public Guardian
6 White Street
Concord, NH 03301

Employer Identification Number:
22-2474801
Accounting Period Ending:
June 30
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Ends:
June 30, 1985
Person to Contact:
E. Wadoski
Contact Telephone Number:
(617) 223-4241

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section(s) 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for further periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

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(2)

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 170(b)(1)(A)(vi) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service has given notice that you would be removed from classification as a section 170(b)(1)(A)(vi) organization.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

NA { Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000*, or \$25,000 for years ended on or after December 31, 1982. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

Letter 1045(D0)(6-77)

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(3)

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Thomas P Coleman

District Director

cc:

* For tax years ending on and after December 31, 1982, organizations whose gross receipts are not normally more than \$25,000 are excused from filing Form 990. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990.

* Beginning January 1, 1984, unless specifically excepted, you must pay taxes under the Federal Insurance Contributions Act (social security taxes) for each employee who is paid \$100 or more in a calendar quarter.

Letter 1045(DO)(6-77)

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OFFICE OF PUBLIC GUARDIAN, INC.

Financial Statements

June 30, 2011 and 2010

and

Independent Auditor's Report

**OFFICE OF PUBLIC GUARDIAN, INC.
FINANCIAL STATEMENTS
June 30, 2011 and 2010**

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 **VACHON CLUKAY
& COMPANY PC**

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

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, 2011 and 2010, 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 \$14,412,571 at June 30, 2011 and \$14,195,321 at June 30, 2010, 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 financial statements 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, 2011 and 2010, 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.

Vachon Clukay & Company PC

May 17, 2012

OFFICE OF PUBLIC GUARDIAN, INC.
STATEMENTS OF FINANCIAL POSITION
 June 30, 2011 and 2010

ASSETS		
	<u>2011</u>	<u>2010</u>
CURRENT ASSETS:		
Cash	\$ 238,789	\$ 221,559
Accounts receivable, net of allowance for uncollectible receivables of \$17,595 and \$8,600 in 2011 and 2010, respectively	80,338	96,326
Contracts receivable	26,767	39,136
Prepaid expenses	<u>39,358</u>	<u>13,109</u>
TOTAL CURRENT ASSETS	<u>385,252</u>	<u>370,130</u>
PROPERTY AND EQUIPMENT:		
Condominium Unit	1,039,509	1,039,509
Office furniture and equipment	73,219	98,779
Computer equipment	66,528	291,713
Telephone system	<u>1,800</u>	<u>28,641</u>
	1,181,056	1,458,642
Less accumulated depreciation	<u>225,361</u>	<u>483,864</u>
PROPERTY AND EQUIPMENT - NET	<u>955,695</u>	<u>974,778</u>
OTHER ASSETS:		
Restricted cash	4,998	3,949
Investments-restricted	105,888	92,465
Web design, net of accumulated amortization of \$3,052 in 2011 and \$2,459 in 2010		593
Software, net of accumulated amortization of \$125,205 in 2011 and \$123,803 in 2010	<u>4,461</u>	<u>3,215</u>
TOTAL OTHER ASSETS - NET	<u>115,347</u>	<u>100,222</u>
TOTAL ASSETS	<u>\$1,456,294</u>	<u>\$1,445,130</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 40,501	\$ 20,306
Accrued liabilities:		
Accrued payroll	19,111	59,435
Accrued vacation	80,480	75,102
Other	12,299	8,769
Current portion of long-term debt	<u>44,097</u>	<u>20,315</u>
TOTAL CURRENT LIABILITIES	<u>196,488</u>	<u>183,927</u>
LONG-TERM LIABILITIES:		
Mortgage notes payable, less current portion of \$44,097 in 2011 and \$20,315 in 2010	<u>690,571</u>	<u>731,760</u>
TOTAL LONG-TERM LIABILITIES	<u>690,571</u>	<u>731,760</u>
NET ASSETS		
Unrestricted	458,349	433,029
Temporarily restricted	10,886	
Permanently restricted	<u>100,000</u>	<u>96,414</u>
TOTAL NET ASSETS	<u>569,235</u>	<u>529,443</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$1,456,294</u>	<u>\$1,445,130</u>

See notes to financial statements

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**OFFICE OF PUBLIC GUARDIAN
 STATEMENTS OF ACTIVITIES**
 For the Years Ended June 30, 2011 and 2010

	<u>2011</u>	<u>2010</u>
CHANGES IN UNRESTRICTED NET ASSETS:		
REVENUES:		
Fees and grants from governmental agencies	\$ 1,171,005	\$ 1,107,483
Other fees	1,012,321	932,620
Interest income	800	265
TOTAL UNRESTRICTED REVENUES	<u>2,184,126</u>	<u>2,040,368</u>
NET ASSETS RELEASED FROM RESTRICTIONS:	<u>5,685</u>	<u>5,794</u>
TOTAL UNRESTRICTED REVENUES, GAINS AND OTHER SUPPORT	<u>2,189,811</u>	<u>2,046,162</u>
EXPENSES:		
Salaries, wages and temporary labor	1,343,375	1,310,605
Employee benefits	319,048	254,104
Payroll taxes	105,834	102,673
Travel	49,835	52,525
Depreciation	44,463	42,838
Interest expense	43,751	44,735
Office expense	43,347	46,977
Condominium fees	37,038	37,290
Telephone	27,624	27,985
Other	27,032	16,742
Computer support and maintenance	24,543	18,800
Professional fees	20,710	15,665
Postage	17,444	18,305
Repairs and maintenance	14,962	13,156
Bad debt	12,232	6,840
Staff development	11,531	13,838
General insurance	8,791	8,379
Journals and publications	4,838	6,493
Utilities	4,586	4,732
Printing	2,290	1,774
Amortization	1,217	1,218
TOTAL EXPENSES	<u>2,164,491</u>	<u>2,045,674</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>25,320</u>	<u>488</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
Realized and unrealized gains on investments	14,519	
Interest income	2	
Dividend income	2,050	
Net assets released from temporary restrictions	<u>(5,685)</u>	
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>10,886</u>	<u>-</u>
CHANGES IN PERMANENTLY RESTRICTED NET ASSETS:		
Realized and unrealized gain on investments	3,586	9,554
Interest income		2
Dividend income		1,996
Net assets released from permanent restrictions		<u>(5,794)</u>
INCREASE IN PERMANENTLY RESTRICTED NET ASSETS	<u>3,586</u>	<u>5,758</u>
INCREASE IN NET ASSETS	39,792	6,246
NET ASSETS, July 1	<u>529,443</u>	<u>523,197</u>
NET ASSETS, June 30	<u>\$ 569,235</u>	<u>\$ 529,443</u>

See notes to financial statements

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OFFICE OF PUBLIC GUARDIAN, INC.
STATEMENTS OF CASH FLOWS
 For the Years Ended June 30, 2011 and 2010

	<u>2011</u>	<u>2010</u>
Cash Flows From Operating Activities:		
Cash received from clients and third party payers	\$ 1,016,077	\$ 925,207
Cash received from governmental agencies	1,183,374	1,104,476
Cash paid to employees	(1,378,321)	(1,290,185)
Cash paid to suppliers	<u>(765,728)</u>	<u>(685,335)</u>
Net Cash Provided by Operating Activities	<u>55,402</u>	<u>54,163</u>
Cash Flows From Investing Activities:		
Purchase of property, plant and equipment	(25,395)	(7,453)
Purchase of software	(1,855)	
Cash paid for investments	(127,111)	(46,648)
Realized gains (losses) on investments	13,179	(2,422)
Redemption of investments	(3,633)	
Cash received from interest	802	267
Cash received from dividends	2,050	1,996
Proceeds from sale of investments	<u>122,247</u>	<u>52,917</u>
Net Cash Used by Investing Activities	<u>(19,716)</u>	<u>(1,343)</u>
Cash Flows From Financing Activities:		
Payments on mortgage debt	<u>(17,407)</u>	<u>(16,374)</u>
Net Cash Used for Financing Activities	<u>(17,407)</u>	<u>(16,374)</u>
Net Increase in Cash	18,279	36,446
Cash, Beginning of Year	225,508	189,062
Cash, End of Year	<u>\$ 243,787</u>	<u>\$ 225,508</u>
Reconciliation of Increase in Net Assets to Net Cash Provided by Operating Activities:		
Increase in net assets	\$ 39,792	\$ 6,246
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation	44,463	42,838
Amortization	1,217	1,218
Realized (gains) losses on sales of investments	(13,179)	2,422
Unrealized (gain) on investment	(4,926)	(11,976)
Investment related (income)	(2,852)	(2,263)
Bad debts	12,232	6,840
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable, net	3,756	(7,413)
(Increase) decrease in contracts receivable	12,369	(3,007)
(Increase) in prepaid expenses	(26,249)	(939)
Increase (decrease) in accounts payable	20,195	(140)
Increase (decrease) in accrued liabilities	<u>(31,416)</u>	<u>20,337</u>
Net Cash Provided by Operating Activities	<u>\$ 55,402</u>	<u>\$ 54,163</u>
Supplemental Data:		
Interest paid	<u>\$ 43,751</u>	<u>\$ 44,783</u>

See notes to financial statements

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**OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2011 and 2010**

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Entity and Purpose

The Office of Public Guardian, Inc. (the Entity) was incorporated as a non-profit organization on July 14, 1983. The Entity was established to provide guardianship, co-guardianship and conservatorship services for individuals found to be legally incapacitated pursuant to New Hampshire State law (RSA 464-A) and other applicable statutes. Protective services other than guardianship may include but are not limited to, power of attorney, client representative, or services as a representative or protective payee.

The accounting policies of the Office of Public Guardian, Inc. conform to accounting principles generally accepted in the United States of America as applicable to non-profit organizations, except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Organization included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

Contributions

Contributions received by the Entity are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Pervasiveness of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. Significant estimates include depreciation expense and the allowance for allowance for doubtful accounts.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2011 and 2010

time and donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Property, Equipment, and Intangibles

Property and equipment are stated at cost. The Entity's policy is to capitalize expenditures for major improvements and to charge operations currently for expenditures which do not extend the lives of related assets. The provision for depreciation is determined by the straight line method at rates intended to depreciate or amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Intangibles	3
Equipment	5 - 10
Furniture	5 - 10
Buildings	40

Bad Debts

The Entity uses the reserve method for accounting for bad debts. For the year ended June 30, 2011 and 2010, the Entity reserved \$17,595 and \$8,600, respectively, as an allowance for uncollectible receivables. Management estimated these allowances by evaluating the probability of collection on a per account basis.

Accrued Vacation

Full time personnel accrue paid vacation at the rate of 5.77 hours per pay period (20 days per year) for the first five years of employment after which the rate increases to 7.21 hours per pay period (25 days per year). Depending on the length of service with the Entity, employees may accrue up to 150 hours or 187.50 hours. Such accumulations are payable to the employee upon separation from employment and have been recorded as a liability at year end.

Income Taxes

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for its exempt function income. In addition, the Entity is not subject to state income taxes.

Effective for the year ending June 30, 2010, the Financial Accounting Standards Board issued a new interpretation on Income Taxes which fundamentally changes the way that the Entity will be required to treat its uncertain tax positions for financial accounting purposes. It prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Entity's tax return that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. On July 1, 2009, the Entity adopted this pronouncement. On the effective date, the Entity did not have any unrecognized tax benefits

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OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2011 and 2010

and determined the impact of this new interpretation was not material to the financial statements. During the years ended June 30, 2011 and 2010, no new additional unrecognized tax benefits were identified.

Cash and Cash Equivalents

For the purposes of reporting cash flows, the Entity considers all highly liquid investments with an initial maturity of 90 days or less as cash equivalents.

Investments

The Board of Directors of the Entity has interpreted the State Prudent Management of Institutional Funds Act (SPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Entity classifies the original value of the gift as permanently restricted net assets. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until approved for expenditure when it is reclassified to unrestricted net assets. The Entity appropriates amounts for expenditure in a manner consistent with the standard of prudence prescribed by SPMIFA. In accordance with SPMIFA, the Entity considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) duration and preservation of the endowment funds; (2) the purposes of the Entity and the endowment fund; (3) general economic conditions; (4) effect of inflation and deflation; (5) the expected total return from income and the appreciation of investments; (6) other resources of the Entity; and (7) the investment policy of the Entity.

The Entity has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of income of funding to programs supported by its endowment while seeking to maintain the purchasing power of those endowment assets over the long term. Endowment assets include those assets of donor-restricted funds that the Entity must hold in perpetuity or for donor-specified periods. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. The Entity expects its endowment assets, over time, to produce an average return of approximately 10% annually. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate of return objectives, the Entity relies on a total return strategy in which investment returns are achieved through both capital appreciation and current yield. The Entity targets a diversified asset allocation which includes equity and debt securities. This is intended to result in a consistent inflation-protection rate of return that has sufficient liquidity to make an annual distribution of \$5,000, while growing the fund if possible.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or SPMIFA requires the Entity to retain as a fund of perpetual duration. In accordance with GAAP, this deficiency was recorded in unrestricted net assets for \$3,586 in the year ended June 30, 2010. The deficiency resulted from unfavorable market fluctuations that occurred during the general economic downturn experienced during the year ended June 30, 2010. During the year ended June 30, 2011, the deficiency was reversed due to the improvement of market

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OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2011 and 2010

NOTE 2--ECONOMIC DEPENDENCE

The Entity's primary source of support are fees and grants received from the State of New Hampshire and were \$860,853 and \$838,201 for the years ended June 30, 2011 and 2010, respectively. The grant agreements have been renewed for the next fiscal year. Revenue is recognized as earned under the terms of the contract and is received on a cost reimbursement basis. Other support originates as charges for private services, fees from regional non-profit agencies, interest, and other income.

NOTE 3--DONOR-DESIGNATED ENDOWMENTS

The Entity received a restricted gift of \$125,000 over a two year period. Of this amount, approximately \$25,000 is restricted for the purchase of furniture and the remaining balance to become a permanent endowment of the Entity. Income from the permanent endowment shall be used to offset staff training and development costs.

During 2010, the fair value of the donor restricted endowment funds were below the required permanently restricted balance of \$100,000. During 2011 the endowment value recovered and had a fair value above the donor restricted required balance. As of June 30, 2011 and 2010, the Entity held \$100,000 and \$96,414 in permanently restricted funds, respectively.

NOTE 4--LINE OF CREDIT

During 2009, the Entity obtained a demand line of credit of \$50,000 at the bank's variable interest rate. As of June 30, 2011 and 2010, the outstanding balance of the line of credit is \$-0-.

NOTE 5--MORTGAGE NOTE PAYABLE

At June 30, 2011 and 2010, mortgage notes payable consist of the following:

	<u>2011</u>	<u>2010</u>
\$786,000 mortgage note payable, bank, secured by property, payable in monthly installments of interest and principal reduction of \$5,096 through October 14, 2015 with interest at 6% per annum. A final balloon payment of \$623,088 is due October 12, 2015.	\$ 709,668	\$ 727,075
\$25,000 mortgage note payable, other, secured by the second mortgage on a condominium unit, payable in one payment plus accrued interest at 6% per annum on July 12, 2011.	<u>25,000</u>	<u>25,000</u>
	734,668	752,075
Less current portion	<u>44,097</u>	<u>20,315</u>
	<u>\$ 690,571</u>	<u>\$ 731,760</u>

Debt service requirements are as follows:

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OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2011 and 2010

<u>June 30,</u>	<u>Amount</u>
2012	\$ 44,097
2013	20,275
2014	21,525
2015	22,853
2016	625,918

NOTE 6--RETIREMENT PLAN

The Entity has a tax deferred annuity plan under Section 403(b) of the Internal Revenue Code for all full-time employees. An employee becomes eligible to participate at the commencement of employment and is vested when an initial contribution is made. Employer contributions are made on each participant's behalf at 5% of gross wages each year. For the years ended June 30, 2011 and 2010, the Entity contributed \$51,996 and \$32,599, respectively, to the plan.

NOTE 7--AGENCY FUNDS

The Entity maintains guardian accounts on behalf of the wards of the State. These funds amounted to approximately \$14,412,571 and \$14,195,321 for the years ended June 30, 2011 and 2010, respectively. The assets and related obligation have not been reflected on the Statements of Financial Position at June 30, 2011 and 2010.

NOTE 8--SUBSEQUENT EVENTS

Subsequent events have been evaluated through May 17, 2012, which is the date the financial statements were available to be issued.

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