



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION
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HELEN E. HANKS
 COMMISSIONER

JONATHAN K. HANSON
 DIRECTOR

328 MLC

68

May 8, 2023

His Excellency, Governor Christopher T. Sununu
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

NH Department of Corrections (NHDOC) is seeking to enter into a **Sole Source** contract with the Office of Public Guardian (VC #166528), 2 Pillsbury Street, Suite 400, Concord, NH 03301 in the amount of \$382,566.80, for the provision of Guardianship Services, effective upon Governor and Executive Council approval for the period beginning July 1, 2023 through June 30, 2026, with the option to renew for one additional period of up to three years, subject to Governor and Executive Council approval.
 100% General funds.

Funds are anticipated to be available in account, *Medical-Dental*: 02-46-46-465010-82340000-101-500729 for Fiscal Year(s) 2024, 2025, and 2026, upon the continued appropriation of funds in the future operating budget(s) with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Office of Public Guardian

Account	Description	FY 2024	FY 2025	FY 2026	Total
02-46-46-465010-82340000-101-500729	Guardianship Services	\$124,000.80	\$127,366.75	\$131,199.25	\$382,566.80
Total Contract Amount					\$382,566.80

EXPLANATION

The NHDOC is seeking to enter into a **sole source** contract with the Office of Public Guardian (OPG). In March, 2018 RFP NHDOC 18-04-GFMED resulted with OPG as the only respondent to the solicitation for guardianship and protective services to the residents in the southern region. OPG is the only source agency in the Southern tier and has been providing Guardianship Services to the NHDOC since 1997.

Guardianship services are to safeguard the liberty and wellbeing 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 on their own.

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,

A handwritten signature in cursive script, appearing to read "Helen E. Hanks", written over a horizontal line.

Helen E. Hanks
Commissioner

FORM NUMBER P-37 (version 2/23/2023)

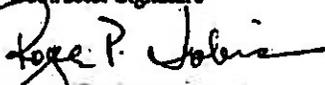
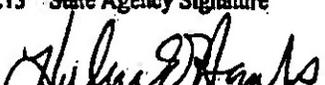
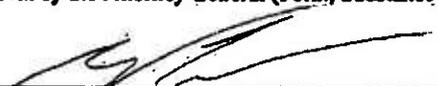
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 Concord, NH 03302	
1.3 Contractor Name Office of Public Guardian (VC #166528)		1.4 Contractor Address 2 Pillsbury Street, Suite 400 Concord, NH 03301	
1.5 Contractor Phone Number 603-224-8041	1.6 Account Unit and Class 02-46-46-465010-82340000-101-500729	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$382,566.80
1.9 Contracting Officer for State Agency Paula L. Mantis		1.10 State Agency Telephone Number 603-271-5563	
1.11 Contractor Signature  Date: 4/27/23		1.12 Name and Title of Contractor Signatory Roger P. Jobin, President	
1.13 State Agency Signature  Date: 5/12/2023		1.14 Name and Title of State Agency Signatory: Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: May 16, 2023			
1.17 Approval by the Governor and Executive Council (if applicable) O&C Item number: _____ O&C Meeting Date: _____			

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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 with respect to the subject matter hereof.

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RPS
4/27/23

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

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department" or "NHDOC"), 105 Pleasant Street, Concord, NH 03301 and Office of Public Guardian., (VC #166528) ("Contractor"), a New Hampshire Non-Profit Corporation, 2 Pillsbury Street, Suite 400, Concord, NH 03301.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide Guardianship Services for the NH Department of Corrections.

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:

EXHIBIT A

SPECIAL PROVISIONS

1. Section 14. Insurance (P-37, v. 2/23/2023)

"To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

EXHIBIT B

SCOPE OF SERVICES

1. Purpose

To provide Guardianship Services for individuals, herein after known as "persons," "residents/patients/non-adjudicated," or "wards," 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. These individuals may be mentally ill, developmentally disabled, elderly and/or chronically ill. Guardianship services will be provided to persons at risk of harm or estate whom the State has a responsibility to safeguard pursuant to RSA-21-H:8, Department of Corrections. Guardianship Services shall be provided in any and all of the New Hampshire Probate Court jurisdictions and based on a cost per person per day rate and accepted from associations pursuant to Supreme Court approval.

2. Terms of Contract

This Contract is to be effective July 1, 2023 through June 30, 2026 with an option to renew for one (1) additional period of up to three (3) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Terms of Contract

3.1. The Contractor shall provide Guardianship Services for the patient population that are under the Department's custodial care from the following facilities listed in the table, below:

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

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

Table: B-1		
Southern Region – Southern NH Correctional Facilities		
NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
Secure Psychiatric Unit (SPU/Residential Treatment Unit (RTU))	281 North State Street	Concord, NH 03301
NH Correctional Facility for Women – (NHCF-W)	42 Perimeter Road	Concord, NH 03301
Community Corrections – Men (Transitional Work Center)	275 North State Street	Concord, NH 03301
Community Corrections – Men (North End House)	1 Perimeter Road	Concord, NH 03301
Community Corrections – Men (Catumet House)	126 Lowell Street	Manchester, NH 03104
Community Corrections – Women (Shea Farm)	60 Iron Works Road	Concord, NH 03301

3.2. Guardianship Services shall be provided by the Contractor for continued services to the residents/patients/non-adjudicated of the NH Department of Corrections even in the event that their geographic location changes to an alternative facility of the Department.

4. Background

Not all residents/patients/non-adjudicated under the custody of the NH Department of Corrections have the ability to make informed decisions, therefore a public guardian may need to be appointed over the resident/patient/non-adjudicated only or may be over the resident/patient/non-adjudicated and estate. This is determined based upon the needs of the proposed ward, the request of the guardian, and a judgement of the court.

Although many of these residents/patients/non-adjudicated do not have an estate for a public guardian to manage financial assets, they do meet the incapacitated or indigent standards that requires the need of public guardian services. A growing number of residents/patients/non-adjudicated who need such services have no family willing or able to serve as guardians. Therefore, to help address this need, the NH Department of Corrections will require guardianship services to be available to the residents/patients/non-adjudicated represented by guardianship slots.

5. Current Guardian Slots

The current average number of guardianship slots needed for the NH Department of Corrections is thirty-two (32). The NH Department of Corrections anticipates the need to provide three (3) additional guardianship slot for year one (1), two (2), and three (3) of the original term of the contract and three (3) additional guardianship slots for year four (4), five (5) and six (6) for the optional renewal contract period. 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 residents and patients with physical, mental, and behavioral issues.

6. Proposed Guardian Slots

It is expected that the NH Department of Corrections will require additional guardianship slots above the current status of thirty-two (32) to compensate for longer sentences associated with RSA 135-E and our increasing chronically mentally ill and aging population.

FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
7/01/23-6/30/24	7/01/24-6/30/25	7/01/25-6/30/26	7/01/26-6/30/27	7/01/27-6/30/28	7/01/28-6/30/29
Slots: 35	Slots: 35	Slots: 35	Slots: 38	Slots: 38	Slots: 38

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

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

7. Provision of Guardianship Services

- 7.1. The Contractor shall provide guardianship services to persons at risk of harm 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 residents/patients/non-adjudicated, all duties required by statute, letters of authority and the standards set forth in this Contract.
- 7.4. The Contractor shall not provide services to any resident/patient under any Contract that result from this Contract without prior written approval of the NH Department of Corrections.
- 7.5. The Contractor shall provide services to all residents/patients/non-adjudicated 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 residents/patients/non-adjudicated. Referrals for persons for guardianship services from the Secure Psychiatric Unit and Prison facilities 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 residents/patients/non-adjudicated, 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).
- 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.
- 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 of the NH Department of

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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 are 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 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 an 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

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8.12. In order to perform the stated Guardianship Responsibilities, 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. **Administrative Rules, Policies, Regulations and Policy and Procedure Directives**
Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

10. **Protected Health Information (PHI)**
Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). 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 Contractor's performance under the Contract.

The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract. In the event of unauthorized use of or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.

All financial, statistical, personnel and/or technical data supplied by 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 employ, will be considered a violation of this Contract, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

Contractor acknowledges that Correctional Institutions and other custodial facilities under HIPAA's Privacy Rule, covered entities may disclose the protected health information (PHI) of a person to the correctional facility or other "custodial" facility that has him/her in lawful custody. Purposes include:

- Provision of healthcare to the individual;
- The health and safety of other people incarcerated.

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- The health and safety of officers or other employees of the correctional institution, or persons involved in transporting people under departmental custody; or
- Other activities necessary to the "maintenance of safety, security, and good order" of such institutions.

Correctional facilities may use PHI for all the purposes for which it can be disclosed. Examples if:

- There is a threat of immediate danger to oneself or to others.
- To disclose information leading to suspicion that a child, the elderly, or disabled is in danger of abuse or neglect. The appropriate agency must be notified.
- Disclosure of information relating to a threat to the security of the institution.
- Mental Health staff are presented with a court order.

An individual is no longer a person under Departmental custody when released on parole, probation, supervised release or otherwise is no longer in lawful custody.

11. Prison Rape Elimination Act (PREA) of 2003

Contractor shall 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. Additional information can be located as a separate link:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

12. 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.

13. Contractor Designated Liaison

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections 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 & fax number, of its organization affirming them as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract will be directed.

- 13.1. 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.

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- 13.2. The Contractor shall have the right to change or substitute the name of the individual described 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.
- 13.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Director of Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 14. Contractor's Designated Responsibilities**
Contractor's designated liaison shall be responsible for:
- 14.1. 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.
- 14.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.
- 14.3. 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 the Contract and any renewals thereof; and
- 14.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.
- 15. NH Department of Corrections Liaison Responsibilities**
NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The 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:
- 15.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed.
- 15.2. Monitoring compliance with the terms of the Contract.
- 15.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the timeframes specified by the Contract.
- 15.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 15.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.
- 15.6. Director of Medical and Forensic Services or designee may order the Contractor to take specific actions the Department deems medically or administratively appropriate.
- 16. Data Analysis and Reporting**
- 16.1. 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 residents/patients/non-adjudicated receiving services, month, site, guardian and how many visits/interactions. This

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- data will enable on-going analysis by the NH Department of Corrections of the most cost-effective options when considering guardianship services.
- 16.2. The Contractor shall provide a Sample Report that reflects the requirements in section 16.1., above.
 - 16.3. The Contractor shall provide an accurate measure of cost per person per day expenditures for the guardianship program and provide this quarterly to the Director of Medical and Forensic Services at the NH Department of Corrections.
 - 16.4. 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.
 - 16.5. 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.
 - 16.6. 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 the NH Department of Corrections.
 - 16.7. Any reports and/or information requested by the NH Department of Corrections forwarded to NH Department of Corrections, Director of Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
 - 16.8. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets the Department's needs.
17. **Performance Evaluation**
NH Department of Corrections shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
18. **Performance Assessment**
NH Department of Corrections shall, at its sole discretion:
- 18.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
 - 18.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:
 - 18.2.1. Does not comply with the terms of the Contract.
 - 18.2.2. Has lost or has been notified of intention to lose their certification/licensure/permits.
 - 18.2.3. The Contractor shall fully coordinate the performance activities 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.
19. **Bankruptcy or Insolvency Proceeding Notification**
19.1. 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

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- for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 19.2. 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.
20. **Embodiment of the Contract**
In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 20.1.1. and 20.1.2. shall govern. 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 Form P-37 (v. 2/23/2023) and/or Exhibit A, B & C.
- 20.1. Order of Precedence:
20.1.1. NH Department of Corrections Contract Agreement Form P-37 (v. 2/23/2023); and
20.1.2. NH Department of Corrections Exhibit A, B & C.
21. **Cancellation of Contract**
NH 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. Should the NH Department of Corrections exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.
- 21.1. The NH Department of Corrections reserves that right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 21.2. 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.
22. **Audit Requirement**
Contractor agrees to comply with any recommendations arising from periodic audits on the performance of the Contract, providing that the recommendations do not require unreasonable hardship, which would normally affect the value of the Contract. In addition, give the Contractor prior notice of any on-site visit by the Department's Director of Medical & Forensic Services or its agent(s) to conduct an audit, and further notify the Contractor of any records which the Director of Medical & Forensic Services or its agents may wish to review.
23. **Notification**
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.

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24. Information

- 24.1. In performing its obligations under the Contract, the Contractor may gain access to information of the residents/patients/non-adjudicated residents 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 Contractor's performance under the Contract.
- 24.2. Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the resident/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 24.3. In the event of unauthorized use or disclosure of the residents/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.
- 24.4. 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.
- 24.5. All financial, statistical, personnel and/or technical data supplied by 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 employ, will be considered a violation of the contract, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

25. Contractor Personnel

- 25.1. 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.
- 25.2. 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.

26. Other Contractual Documents Required by the NH Department of Corrections

Form Number P-37 (version 2/23/2023); Certificate of Good Standing (COGS); Certificates of Authority/Vote (COA/COV); Certificate of Insurance (COI); Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; PREA Acknowledgement Form; Mission Statement, Recent Audit Financial Statements, Board of Directors/Trustees and Business Address and Telephone Numbers, List of Key Personnel, Resumes, and Annual Salary per Position, and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the Certificate of Good Standing (COGS), are located as a separate link on the NH Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

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27. Special Notes

27.1.1. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes be allowed that modify the "Completion Date" or Price Limitation" of the Agreement.

27.1.2. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.

27.1.3. Contractor shall name the State of New Hampshire as additionally insured for the life of the Contract and any renewals thereof.

27.1.4. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.

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EXHIBIT C

ESTIMATED BUDGET/METHOD OF PAYMENT

1. Estimated Budget (Cost Proposal) – Southern Guardianship Services

1.1. Estimated Budget Schedule, below, to be completed by the Contractor.

Service Period by FY	Contractor's Cost per Resident/Patient per Day	Maximum Slots Provided by Contractor	Total Per FY
FY 24**	\$9.68	35	\$124,000.80
FY 25	\$9.97	35	\$127,366.75
FY 26	\$10.27	35	\$131,199.25
FY 27	\$10.58	38	\$146,744.60
FY 28**	\$10.90	38	\$151,597.20
FY 29	\$11.23	38	\$155,760.10

NOTE: *The Contractor shall indicate the cost per day and number of slots they can provide annually.
**State Fiscal Year 24 & 28 are a leap year (366 days).

1.2. Original Contract Period Estimated Yearly Costs:

- 1.2.1. FY 2024** Total Cost, Year 1: \$124,000.80
- 1.2.2. FY 2025 Total Cost, Year 2: \$127,366.75
- 1.2.3. FY 2026 Total Cost, Year 3: \$131,199.25
- 1.2.4. Estimated Total: Original Contract Period \$382,566.80

1.3. Optional Renewal Contract Period Estimated Yearly Costs:

- 1.3.1. FY 2027 Total Cost, Year 4: \$146,744.60
- 1.3.2. FY 2028** Total Cost, Year 5: \$151,597.20
- 1.3.3. FY 2029 Total Cost, Year 6: \$155,760.10
- 1.3.4. Estimated Total: Renewal Contract Period \$454,101.90

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2. Method of Payment

- 2.1. The monthly fee for service payment(s) owed to the Contractor shall be made in the following 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.
- 2.2. The monthly fee (total due) for services performed shall be calculated as follows:
 - 2.2.1. Multiplying the number of caseloads (wards) by the number of days served in a service month by the ward rate; or
 - 2.2.2. Multiplying the ward rate by the number of days served in a service month for each listed resident/patient served.
- 2.3. The monthly statistical report shall document the number of residents/patients/non-adjudicated wards on the Contractor's caseload during the service month. The statistics 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. Residents/patients/non-adjudicated 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.
- 2.4. The original invoice shall consist of the following parts:
 - 2.4.1. Part One: Reimbursement, itemized by the following information:
 - 2.4.1.1. Organization name;
 - 2.4.1.2. Invoice date and number;
 - 2.4.1.3. Bill To address;
 - 2.4.1.4. Service month and contract period;
 - 2.4.1.5. Number of caseloads; and
 - 2.4.1.6. Total due.
 - 2.4.2. Part Two: Statistical Information, itemized by the following information:
 - Names of wards (residents/patients/non-adjudicated) who received services;
 - Names of wards added during service month; and
 - Names of wards removed from caseload.
- 2.5. Services are to be invoiced monthly commencing thirty (30) days after the start of service.
- 2.6. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
- 2.7. The NH Department of Corrections may adjust 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.
- 2.8. The Final Report as described in the Scope of Services, Exhibit B, Data Analysis and Reporting, shall accompany the final invoice of the contract period.
- 2.9. 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

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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.

- 2.10. 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 026000618.
- 2.11. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year.

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Glossary of Terms

Various terms and abbreviations are used within the RFP that may not be familiar to all readers. This glossary term and acronym list is an attempt to help make reading these documents easier and more understandable.

Term	Acronym	Description/Definition
Alternate W-9 Form	ALT W-9	
Governor and Executive Council	G&C	
Health Insurance Portability and Accountability Act	HIPAA	
New Hampshire	NH	
NH Department of Corrections	NHDOC	
NH State Prison for Men	NHSP-M	
NH Correctional Facility for Women	NHCF-W	
Policies, Procedures and Directives	PPD's	
Prison Rape Elimination Act	PREA	Prison Rape Elimination Act of 2003 (PREA) is the first United States federal law passed dealing with the sexual assault of prisoners.
Residential Treatment Unit	RTU	
Revised Statutes Annotated	RSA	Forms the codified laws of the state subordinate to the New Hampshire State Constitution.
Secured Psychiatric Unit	SPU	
State Fiscal Year	FY	
State of NH Long Form Contract	P-37	
Transitional Housing Unit	THU	
Transitional Work Center	TWC	

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State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that OFFICE OF PUBLIC GUARDIAN is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 30453

Certificate Number : 0005891771



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of November A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



**State of New Hampshire
Department of State
2020 NONPROFIT REPORT**

Filed
Date Filed: 7/8/2020
Effective Date: 7/8/2020
Business ID: 30453
William M. Gardner
Secretary of State

BUSINESS NAME: OFFICE OF PUBLIC GUARDIAN
BUSINESS TYPE: Domestic Nonprofit Corporation
BUSINESS ID: 30453
STATE OF INCORPORATION: New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
2 Pillsbury St. Suite 400 Concord, NH, 03301, USA	NONE

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Roger Jobin	1000 Elm Street, 15th Floor, Manchester, NH, 03101, USA	President
Michael Fuerst	PO Box 1485, Claremont, NH, 03743, USA	Secretary
Raymond Bower	259 County Farm Drive, Suite 204, Dover, NH, 03820, USA	Treasurer
Nina Gardner	976 New Hampton Rd, Sanbornton, NH, 03269, USA	Director
Eugene Van Loan	95 Market Street, Manchester, NH, 03101, USA	Director
Robert Wells	900 Elm Street, Manchester, NH, 03105, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: Authorized Signer
 Business Name: Office of Public Guardian
 Signature: Andrea Sisson
 Name of Signer: Andrea Sisson
 Title of Signer: Chief Financial Officer

Certificate of Authority # 1

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

Corporate Resolution

I, Raymond Bower, 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)

21, 20 23 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Roger Jobin, President (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Office of Public Guardian with
(Name of Corporation or LLC)

the State of New Hampshire 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: 4/27/2023

ATTEST: Raymond F. Bower
(Name and Title)
OPP BOARD TREASURER

RPJ
4/27/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2023

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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Rachel Giunta PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: rgiunta@rowleyagency.com
	INSURER(S) AFFORDING COVERAGE
INSURED The Office of the Public Guardian, LLC 2 Pillsbury Street Suite 400 Concord NH 03301	INSURER A: Ohio Casualty Company NAIC # 24074
	INSURER B: Eastern Alliance Insurance Group
	INSURER C:
	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.

NSR 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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B50(22)59482402	2/5/2023	2/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/non-owned \$ 1,000,000
	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) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			U50(22)59482402	2/5/2023	2/5/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	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 Y	N/A	Excl: Michael Fearst, Raymond Bower & Roger Jobin 01-0000124869-02 3A State: NH	8/30/2022	8/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)
Covering operations usual to insured through out the policy term. When required by written contract, certificate holder, State of NH Dept of Corrections is an additional insured as respects general liability.

CERTIFICATE HOLDER State of NH Dept of Corrections PO BOX 1806 Concord, NH 03302-1806	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 Rachel Giunta/RG <i>Rachel A Giunta</i>

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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 stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) 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,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

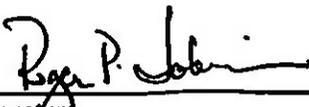
COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

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, President

Name


Signature

4/27/23
Date

RPS
4/27/23

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 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 NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part 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, President
Name


Signature

4/27/23
Date

RPJ
4/27/23

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections

State of New Hampshire Agency Name

Helen E. Hanks
Signature of Authorized Representative

Helen E. Hanks

Authorized DOC Representative Name

Commissioner

Authorized DOC Representative Title

5/11/2023
Date

Office Of Public Guardian

Contractor Name

Roger P. Jobin
Contractor Representative Signature

Roger P. Jobin

Authorized Contractor Representative Name

President

Authorized Contractor Representative Title

4/27/23
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 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. Jobin, President
Name

Roger P. Jobin
Signature

4/27/23
Date

RPJ
4/27/23



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-6610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2864
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

**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 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, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Roger P. Jobin, President
(Name of Contract Signatory)

Date: 4/27/23

Signature: Roger P. Jobin
(Signature of Contract Signatory)

Office of Public Guardian

2 Pillsbury Street, Suite 400
Concord, NH 03301
603-224-8041

Mission Statement

Our goal is to protect the legal and human rights and civil liberties of each individual we serve. Our professional guardians exercise the highest ethical standards in decision-making on behalf of our clients.

Purpose

The Office of Public Guardian is a private non-profit corporation organized in 1979 to provide guardianship and advocacy services to citizens of New Hampshire.

The Office of Public Guardian provides services throughout the state of New Hampshire to legally incapacitated adults, including those who may be challenged by developmental disabilities, mental illness, dementia or traumatic brain injury. Our professional staff provides depth of experience and a wide array of services to clients on a fee for services basis and to qualified indigent clients through a contract with the State of New Hampshire.

OFFICE OF PUBLIC GUARDIAN, INC.

Financial Statements

June 30, 2021 and 2020

and

Independent Auditor's Report

OFFICE OF PUBLIC GUARDIAN, INC.
FINANCIAL STATEMENTS
June 30, 2021 and 2020

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INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of Office of Public Guardian, Inc. (a nonprofit entity), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our 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 Office of Public Guardian, Inc. as of June 30, 2021 and 2020, 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 statements of financial position of the agency funds of the Office of Public Guardian, Inc. Those funds, which are more fully described in Note 9 to the financial statements, were approximately \$35,069,668 at June 30, 2021 and \$34,557,341 at June 30, 2020, as represented by management.

Vashon Clukay & Company PC

Manchester, New Hampshire
April 14, 2022

OFFICE OF PUBLIC GUARDIAN, INC.
STATEMENTS OF FINANCIAL POSITION
 June 30, 2021 and 2020

ASSETS	<u>2021</u>	<u>2020</u>
CURRENT ASSETS:		
Cash	\$ 1,039,763	\$ 959,717
Accounts receivable, net of allowance for uncollectible receivables of \$30,000 in 2021 and 2020	95,734	134,215
Contracts receivable	226,683	171,521
Prepaid expenses	<u>35,151</u>	<u>36,267</u>
TOTAL CURRENT ASSETS	<u>1,397,331</u>	<u>1,301,720</u>
PROPERTY AND EQUIPMENT:		
Condominium Unit	1,181,782	1,181,782
Office furniture and equipment	142,105	142,105
Computer equipment	<u>185,508</u>	<u>185,508</u>
	1,509,395	1,509,395
Less accumulated depreciation	<u>684,047</u>	<u>628,010</u>
PROPERTY AND EQUIPMENT, NET	<u>825,348</u>	<u>881,385</u>
OTHER NONCURRENT ASSETS:		
Restricted cash	3,963	19,552
Investments-restricted	191,965	139,587
Software, net of accumulated amortization of \$143,527 in 2021 and 2020	-	-
TOTAL OTHER NONCURRENT ASSETS	<u>195,928</u>	<u>159,139</u>
TOTAL ASSETS	<u>\$ 2,418,607</u>	<u>\$ 2,342,244</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 55,966	\$ 27,558
Accrued liabilities:		
Accrued payroll	64,373	127,477
Accrued vacation	250,692	234,408
Other	67,567	49,151
Current portion of long-term liabilities	<u>25,109</u>	<u>23,947</u>
TOTAL CURRENT LIABILITIES	<u>463,707</u>	<u>462,541</u>
NONCURRENT LIABILITIES:		
Mortgage notes payable, less current portion of \$23,462 in 2021 and \$22,376 in 2020	446,648	470,120
Notes payable, less current portion of \$1,647 in 2021 and \$1,571 in 2020	<u>31,361</u>	<u>33,008</u>
TOTAL NONCURRENT LIABILITIES	<u>478,009</u>	<u>503,128</u>
TOTAL LIABILITIES	<u>941,716</u>	<u>965,669</u>
NET ASSETS:		
Without donor restrictions:		
Undesignated	1,280,963	1,217,436
With donor restrictions:		
Purpose restrictions	95,928	59,139
Endowment funds	<u>100,000</u>	<u>100,000</u>
TOTAL NET ASSETS	<u>1,476,891</u>	<u>1,376,575</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,418,607</u>	<u>\$ 2,342,244</u>

See notes to financial statements

OFFICE OF PUBLIC GUARDIAN, INC.
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS:		
SUPPORT AND REVENUE:		
Fees and grants from governmental agencies	\$ 2,443,271	\$ 2,009,871
Other fees	2,358,272	2,437,864
Contributions	-	5,000
Investment return, net	1,792	2,603
Other income	683	328
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	<u>4,804,018</u>	<u>4,455,666</u>
EXPENSES:		
Program expense	3,312,762	3,107,532
Management and General Expenses	<u>1,427,729</u>	<u>1,230,450</u>
TOTAL EXPENSES	<u>4,740,491</u>	<u>4,337,982</u>
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>63,527</u>	<u>117,684</u>
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS:		
Investment return, net	<u>36,789</u>	<u>5,453</u>
INCREASE IN NET ASSETS WITH DONOR RESTRICTIONS	<u>36,789</u>	<u>5,453</u>
CHANGE IN NET ASSETS	100,316	123,137
NET ASSETS - July 1	<u>1,376,575</u>	<u>1,253,438</u>
NET ASSETS - June 30	<u>\$ 1,476,891</u>	<u>\$ 1,376,575</u>

See notes to financial statements

OFFICE OF PUBLIC GUARDIAN, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2021

		<u>Supporting Services</u>		
	<u>Program</u>	<u>Management</u>	<u>Total</u>	<u>Total</u>
	<u>Services</u>	<u>and</u>	<u>Supporting</u>	<u>Expenses</u>
		<u>General</u>	<u>Services</u>	
SALARIES AND RELATED EXPENSES:				
Salaries	\$ 2,359,210	\$ 948,712	\$ 948,712	\$ 3,307,922
Employee benefits	392,643	157,894	157,894	550,537
Payroll taxes	187,878	75,551	75,551	263,429
	<u>2,939,731</u>	<u>1,182,157</u>	<u>1,182,157</u>	<u>4,121,888</u>
OTHER EXPENSES:				
Occupancy	32,453	13,050	13,050	45,503
Professional services	20,985	8,439	8,439	29,424
Computer and software expenses	64,249	25,837	25,837	90,086
Staff development	8,290	3,334	3,334	11,624
Office expenses	190,850	76,747	76,747	267,597
Travel	22,870		-	22,870
Insurance		39,731	39,731	39,731
Depreciation and amortization		56,037	56,037	56,037
Bad debts		8,993	8,993	8,993
Mortgage interest	17,480	7,029	7,029	24,509
Other	15,854	6,375	6,375	22,229
Total	<u>\$ 3,312,762</u>	<u>\$ 1,427,729</u>	<u>\$ 1,427,729</u>	<u>\$ 4,740,491</u>

See notes to financial statements

OFFICE OF PUBLIC GUARDIAN, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2020

	<u>Program Services</u>	<u>Supporting Services Management and General</u>	<u>Total Supporting Services</u>	<u>Total Expenses</u>
SALARIES AND RELATED EXPENSES:				
Salaries	\$ 2,214,018	\$ 787,633	\$ 787,633	\$ 3,001,651
Employee benefits	374,491	133,224	133,224	507,715
Payroll taxes	169,035	60,134	60,134	229,169
	<u>2,757,544</u>	<u>980,991</u>	<u>980,991</u>	<u>3,738,535</u>
OTHER EXPENSES:				
Occupancy	31,961	11,370	11,370	43,331
Professional services	27,532	9,795	9,795	37,327
Computer and software expenses	62,440	22,214	22,214	84,654
Staff development	12,945	4,605	4,605	17,550
Office expenses	117,792	41,904	41,904	159,696
Travel	60,695	-	-	60,695
Insurance	-	31,383	31,383	31,383
Depreciation and amortization	-	58,828	58,828	58,828
Bad debts	-	56,332	56,332	56,332
Mortgage interest	18,893	6,721	6,721	25,614
Other	17,730	6,307	6,307	24,037
Total	<u>\$ 3,107,532</u>	<u>\$ 1,230,450</u>	<u>\$ 1,230,450</u>	<u>\$ 4,337,982</u>

See notes to financial statements

OFFICE OF PUBLIC GUARDIAN, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash Flows From Operating Activities:		
Cash received from clients and third-party payers	\$ 2,388,443	\$ 2,416,682
Cash received from governmental agencies	2,388,109	1,994,827
Interest and dividends	1,792	2,603
Cash paid to employees	(3,354,742)	(2,949,531)
Cash paid to suppliers	<u>(1,319,599)</u>	<u>(1,236,240)</u>
Net Cash Provided by Operating Activities	<u>104,003</u>	<u>228,341</u>
Cash Flows From Investing Activities:		
Purchase of property, plant and equipment		(25,756)
Purchase of investments	(26,318)	(846)
Realized gains on investments	6,779	3,877
Cash received from interest and dividends	<u>3,950</u>	<u>2,702</u>
Net Cash Used for Investing Activities	<u>(15,589)</u>	<u>(20,023)</u>
Cash Flows From Financing Activities:		
Payments on mortgages and notes	<u>(23,957)</u>	<u>(22,853)</u>
Net Cash Used for Financing Activities	<u>(23,957)</u>	<u>(22,853)</u>
Net Increase in Cash	64,457	185,465
Cash, Beginning of Year	979,269	793,804
Cash, End of Year	<u>\$ 1,043,726</u>	<u>\$ 979,269</u>
Supplemental Data:		
Interest paid	\$ 24,509	\$ 25,614
Unrealized gain (loss) on investments	<u>26,060</u>	<u>(1,126)</u>
	<u>\$ 50,569</u>	<u>\$ 24,488</u>

See notes to financial statements

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization 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.

Accounting Policies

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 Accounting

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

Basis of Presentation

The accompanying financial statements are presented on the accrual basis of accounting and have been prepared to focus on the Organization as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions.

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. These net assets may be used at the discretion of management and the Entity's Board of Directors.

Net Assets with Donor Restrictions – Net assets subject to donor or certain grantor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Contributions and Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. The Entity reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction end or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2021 and 2020

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less. For purposes of the Statements of Cash Flows, cash and cash equivalents consist of the following:

	<u>2021</u>	<u>2020</u>
As presented on the Statements of Financial Position:		
Cash	\$ 1,039,763	\$ 959,717
Cash, restricted	<u>3,963</u>	<u>19,552</u>
	<u>\$ 1,043,726</u>	<u>\$ 979,269</u>

Significant Concentrations of Credit Risk

The Entity's cash balances exceed amounts insured by the Federal Deposit Insurance Corporation (FDIC). Deposits held by the bank at June 30, 2021 include cash of approximately \$566,214 which is not covered by depository insurance. As of June 30, 2020, the uninsured cash balance was \$617,507.

Restricted Cash and Investments

Restricted cash and investments consist of cash and investments for the Graupner Endowment Fund, a donor restricted contribution.

Investments

Investments, consisting of equity and fixed income mutual funds, are reported at their fair values in the statements of financial position. Net investment return/(loss) is reported in the statements of activities and consists of interest income, realized and unrealized gains and losses, less external investment expenses.

Property and Equipment

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>
Equipment	5 - 10
Furniture	5 - 10
Buildings	40

Depreciation expense was \$56,037 and \$58,828 for the years ended June 30, 2021 and 2020, respectively.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. For the years ended June 30, 2021 and 2020, the Entity reserved \$30,000 as an allowance for uncollectible receivables. Management estimated these allowances by evaluating the probability of collection on a per account basis.

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2021 and 2020

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 is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled Accounting for Income Taxes requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of June 30, 2021 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Fair Value of Financial Instruments

Cash and equivalents, accounts receivable, contracts receivable, accounts payable, and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Revenue Recognition

The Entity recognizes contributions, donations, and other miscellaneous income when cash is received. Interest income is recognized monthly as accrued. The Entity recognizes revenue from contracts with customers in the form of guardianship services provided to individuals. Services provided to individuals are charged to governmental contracts when eligible, and for those not eligible, charged as "private pay."

The Entity has revenue derived from governmental contracts for guardianship services provided, which are based upon certain performance requirements. Revenue from governmental contracts is recognized when the Entity has met the performance requirements specified by contract provisions. For governmental contracts, services are billed on a monthly basis in arrears.

Private pay guardianship services are billed in one of three methods: hourly for services related to estate/financial matters and monthly flat rate for guardianship over person; per diem for court appointed guardianship over person; and on a percentage basis for trusts and guardianship services of a minor. Per diem services are billed in advance, while hourly, flat rate and percentage-based services are billed after services have been provided. The Entity recognizes revenue for private pay services at the point in time when customers are billed. Receivables may be recorded in advance of services provided.

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2021 and 2020

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked (time and effort). The expenses that are allocated include employee benefits, payroll taxes, occupancy, professional services, computer and software expense, office expense, mortgage interest, and other miscellaneous expenses.

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 during the reporting period. Actual results could differ from those estimates.

Change in Accounting Principle

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs-Contracts with Customers*, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to the new Topic 606 and Subtopic 340-40 as the "new guidance."

The Entity adopted the requirements of the new guidance as of July 1, 2020, utilizing the modified retrospective method of transition. The new guidance was applied using the practical expedient provided in Topic 606 that allows the guidance to be applied only to contracts that were not complete as of July 1, 2020. Adoption of the new guidance resulted in changes to our accounting policies for revenue recognition, trade receivables, contract costs, contract liabilities, and deferred costs. However, management estimates that the effect of these changes on the amounts that would have been reported under the former guidance to be immaterial.

NOTE 2--ECONOMIC DEPENDENCE

The Entity's primary source of support are fees and grants received from the State of New Hampshire totaling \$2,443,271 (51% total revenue), and \$2,009,871 (45% total revenue) for the years ended June 30, 2021 and 2020, respectively. Revenue is recognized as earned under the terms of the contract based on units and level of services provided. Other support originates as charges for private services, interest, and other income. The contract has been renewed through the fiscal year ended June 30, 2022.

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2021 and 2020

NOTE 3--LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. Cash reserves in excess of daily operational needs are invested in money market and savings accounts to maximize investment return while maintaining safety and liquidity.

The following table reflects the Entity's financial assets as of June 30, 2021 and 2020, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	<u>2021</u>	<u>2020</u>
Cash	\$ 1,043,726	\$ 979,269
Investments	191,965	139,587
Accounts receivable	95,734	134,215
Contracts receivable	<u>226,683</u>	<u>171,521</u>
Total Financial Assets	1,558,108	1,424,592
Less:		
Net assets with donor restrictions	<u>(195,928)</u>	<u>(159,139)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 1,362,180</u>	<u>\$ 1,265,453</u>

NOTE 4--INVESTMENTS

Fair Value Measurements

The Entity reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820-10), which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of 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 are described below.

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Entity has the ability to access at the measurement date.

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 markets that are not active;
- 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.

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.

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2021 and 2020

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

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to our assessment of the quality, risk, or liquidity profile of the asset or liability.

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

Equity and fixed income mutual funds: Valued at the closing price reported on the active market on which the individual securities are traded.

The following tables set forth by level, within the fair value hierarchy, the Entity’s assets measured at fair value on a recurring basis, as of June 30, 2021 and 2020:

Assets at Fair Value as of June 30, 2021				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Equity mutual funds	\$ 141,438			\$ 141,438
Fixed income mutual funds	<u>50,527</u>			<u>50,527</u>
Total Assets at Fair Value	<u>\$ 191,965</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 191,965</u>

Assets at Fair Value as of June 30, 2020				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Equity mutual funds	\$ 97,320			\$ 97,320
Fixed income mutual funds	<u>42,267</u>			<u>42,267</u>
Total Assets at Fair Value	<u>\$ 139,587</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 139,587</u>

NOTE 5—ENDOWMENTS

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. Because of this interpretation, the Entity classifies the original value of the gift as donor restricted net assets which are permanently restricted. The remaining portion of the donor-restricted endowment fund is classified as donor 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.

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2021 and 2020

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 enough liquidity to make an annual distribution of approximately \$5,000 on average 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, 2021 and 2020:

For the year ended June 30, 2021:

	<u>Purpose Restricted</u>	<u>Endowment Funds</u>	<u>Total</u>
Donor restricted net assets as of July 1, 2020	\$ 59,139	\$ 100,000	\$ 159,139
Investment return:			
Investment income, net of fees	10,729		10,729
Net appreciation	<u>26,060</u>		<u>26,060</u>
Donor restricted net assets as of June 30, 2021	<u>\$ 95,928</u>	<u>\$ 100,000</u>	<u>\$ 195,928</u>

For the year ended June 30, 2020:

	<u>Purpose Restricted</u>	<u>Endowment Funds</u>	<u>Total</u>
Donor restricted net assets as of July 1, 2019	\$ 53,686	\$ 100,000	\$ 153,686
Investment return:			
Investment income, net of fees	6,579		6,579
Net depreciation	<u>(1,126)</u>		<u>(1,126)</u>
Donor restricted net assets as of June 30, 2020	<u>\$ 59,139</u>	<u>\$ 100,000</u>	<u>\$ 159,139</u>

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2021 and 2020

NOTE 6—LONG-TERM DEBT

At June 30, 2021 and 2020, mortgage and notes payable consists of the following:

	<u>2021</u>	<u>2020</u>
\$584,000 mortgage note payable with bank, secured by property, payable in monthly installments of interest and principal reduction of \$3,774, through October 2035, with interest at 4.75% per annum through November 2025. Subsequent interest will be 2.25% plus the Ten Year Federal Home Loan Bank Index Rate.	\$ 470,110	\$ 492,496
\$41,000 note payable with bank, secured by all assets, payable in monthly installments of interest and principal of \$1,589 through October 2035, with interest at 4.75% per annum through November 2025. Subsequent interest will be 2.25% plus the Ten Year Home Loan Bank Index Rate.	<u>33,008</u>	<u>34,579</u>
	503,118	527,075
Less current portion	<u>25,109</u>	<u>23,947</u>
	<u>\$ 478,009</u>	<u>\$ 503,128</u>

Debt service requirements are as follows:

<u>Year</u>	<u>Amount</u>
2022	\$ 25,109
2023	26,329
2024	27,607
2025	28,947
2026	30,590
Thereafter	<u>364,536</u>
	<u>\$ 503,118</u>

NOTE 7—REVENUE FROM CONTRACTS WITH CUSTOMERS

The following table provides information about significant balances on contracts with customers for the prior three years:

	<u>Receivables</u>	<u>Contract Assets</u>	<u>Contract Liabilities</u>
June 30, 2021	\$ 349,763	\$ -	\$ -
June 30, 2020	\$ 330,081	\$ -	\$ -
June 30, 2019	\$ 341,595	\$ -	\$ -

OFFICE OF PUBLIC GUARDIAN, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2021 and 2020

NOTE 8--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; contribution rates were 6% and 5% of gross wages for the years ended June 30, 2021 and 2020, respectively. The Entity contributed \$141,742 and \$101,955 for the years ended June 30, 2021 and 2020, respectively, to the plan.

NOTE 9--AGENCY FUNDS

The Entity maintains guardian accounts on behalf of the wards of the State of New Hampshire. These funds amounted to approximately \$35,069,668 and \$34,557,341 as of June 30, 2021 and 2020, respectively. The assets and related obligations have not been reflected on the Statements of Financial Position at June 30, 2021 or 2020.

NOTE 10--SUBSEQUENT EVENTS

Subsequent events have been evaluated through April 14, 2022, which is the date the financial statements were available to be issued.

**OFFICE OF PUBLIC GUARDIAN
Key Personnel List**

7/1/23 - 6/30/26

Name	Job Title	Salary	% Paid From This Contract	Amount Paid from This Contract
Linda Mullon, JD, NMG	Executive Director	\$ 133,581.80	2.34%	\$ 3,125.81
Mary Michaud, MSW, NMG	Director of Guardianship Services	\$ 99,715.64	2.34%	\$ 2,333.35
Tracy Culberson, Esq, NCG	Director of Legal Services	\$ 131,170.96	2.34%	\$ 3,069.40
Diane Aikens	Director of Fiduciary Services	\$ 77,250.00	2.34%	\$ 1,807.65
Andrea Sisson, CPA	Director of Finance	\$ 97,525.89	2.34%	\$ 2,282.11

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

**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

Tracy M. Culberson, Esq.

Experience

2015 – Current Office of Public Guardian

Staff Attorney / National Certified Guardian

- Provide legal counsel as necessary to assist in the provision of guardianship services to incapacitated clients throughout New Hampshire.
- Provide guardianship services to incapacitated adults

2011 – Current Culberson Legal Services of New Hampshire, PLLC

Owner / Solo Practitioner

- Legal services to include probate litigation, elder law and estate planning, and Nursing Home Abuse Litigation

2006-2011 Office of the New Hampshire Attorney General, Concord NH

Assistant Attorney General

- Head of the Elder Abuse and Financial Exploitation Unit
- Prosecuted cases of homicide, abuse, neglect, and financial exploitation of elderly and incapacitated adults in Superior, District, and Probate Courts throughout the State of New Hampshire. Notable prosecutions include:
- Trained medical professionals, first responders, judges, court personnel, emergency service providers, and adult protection workers in identifying signs and symptoms of elder abuse, neglect, self-neglect and exploitation, mandatory reporting, investigation techniques and evidence preservation.
- Drafted and filed State's response to defendant's appeal to Supreme Court.
- Chairman of the Incapacitated Adult Fatality Review Committee.

2005-2006 Office of the Hillsborough County Attorney, Manchester NH

Assistant County Attorney

- Represented the State and Hillsborough County in Juvenile, District and Superior Courts.
- Prosecution of misdemeanor and felony-level crimes.
- Presentation of felony cases to the grand jury for indictment.

Co-Director of Communities Against Senior Exploitation (CASE) Partnership.

1992-2005

Goffstown Police Department,

Goffstown NH

Police Officer / Prosecutor

- Certified New Hampshire Police Officer
- Instructed and trained police officers in the areas of juvenile law, criminal and motor vehicle law enforcement and adjudication, search and seizure, use of force, constitutional law, and the laws of arrest.
- Drafted, reviewed, and executed search and arrest warrants.
- Training and experience in the investigation of felonies and serious misdemeanors to include homicide, sexual assault, child neglect and abuse, robbery, burglary, arson, fraud, internet crimes and financial exploitation.

2005-2007 Plymouth State University, Plymouth, NH

Adjunct Faculty

- Instructor within the Department of Criminal Justice.
Specific instruction in courses to include "Criminal Adjudication", "The Constitution and the Criminal Justice Protocol" and "Domestic Violence and Juvenile Justice".

2005-Current New Hampshire Police Standards and Training Council, Concord NH

Guest Lecturer

- Instructor for in-service training of police officers attending "Basic Police Prosecutor" Course.
- Lectured on topics to include "The Rules of Evidence", "Case Preparation and Analysis" and "Elder Abuse and Financial Exploitation Investigation".
- Facilitator of mock DWI trials.
-

Education

2004 Massachusetts School of Law North Andover, MA

- Juris Doctor Degree

1992 Saint Anselm College Goffstown, NH

- Bachelor of Arts Degree
 - Completion of requirements for Criminal Justice in 1992
- Completion of requirements for English in 1998

Certifications and Professional Organization Memberships

2008-Current – Chair of Incapacitated Adult Fatality Review Committee

2006-Current – Co-Chairperson of Law Enforcement Sub-Committee of the Elder Abuse Advisory Council

2006-Current – Panel Member of Long-Term Care Safety Net Committee

2004 – Member of the Massachusetts Bar Association BA-159542

2004 – Member of the New Hampshire Bar Association BA-16430

2005 – Justice of the Peace – New Hampshire

- 1992 – Certified New Hampshire Police Officer

Continuing Legal Education

- Trial Advocacy I – National District Attorney's Association: Trial Advocacy II – National District Attorney's Association: Prosecuting Cases of Elder Abuse – National District Attorney's Association: Advanced Cross Examination: Nuts and Bolts of Criminal Law: Access to Public Records: New Hampshire Bar Association Practical Skills Course: Communities Against Senior Exploitation (CASE) Partnership: NH Attorney General's Child Abuse and Domestic Violence Conference.

Other

- **Board of Directors: Honor Flight New England**
- **Board of Directors for Suncook Youth Soccer**
- **Conversational French; Percussionist**

Mary K. Michaud

EDUCATION

Master of Social Work, 1990

State University of New York at Albany, Albany, NY
NH LICSW, 1996 (currently on inactive status)

B.A. Psychology, 1986

St. Anselm College, Manchester, NH

**PROFESSIONAL
EXPERIENCE**

Office of Public Guardian, 1998-present

Concord, NH

Director of Guardianship Services, July 2017-present

- Provide oversight and management of guardian department, directly supervising 18 professional guardians, including 2 team leaders.
- Serve as a member of the management team, participating in organizational decisions.
- Responsible for making caseload assignments to ensure manageable caseload size and composition.
- In conjunction with Executive Director and Associate Director, responsible for hiring new guardians. Provide orientation and training for new guardians and oversee ongoing training for all guardians.
- Serve as primary guardian for several individuals.

Guardian Supervisor, 2014-2017

- Provide direct supervision, consultation and performance oversight for professional guardian staff.
- Provide orientation and training for new guardians.
- Serve as primary guardian for several individuals.

Staff Guardian, 1998-present

- Provide advocacy and informed decision making for individuals deemed incapacitated by the NH Probate Court due to intellectual disability, mental illness, traumatic brain injury and/or dementia.
- Collaborate with families, medical providers, nursing homes, area agencies, community mental health centers, state psychiatric hospital, and other inpatient, residential and outpatient providers to ensure best possible outcomes for individuals in least restrictive settings.

Genesis Behavioral Health (fka Genesis-The Counseling Group), 1996-1998

Laconia, NH

Case Management Coordinator, 1997-1998

- Provided administrative and clinical oversight of Community Support Program clinical case management and independent living services for individuals with serious and persistent mental illness.

Clinical Case Manager, 1996-1997

- Provided primary therapy and case management services for adults with serious and persistent mental illness.
- Performed Emergency Services clinical evaluations

Gateway Center for Human Development, Brunswick, GA, 1995-1996

Interim Program Manager

- Managed psychosocial day treatment program for adults with mental illness during agency search for permanent manager.

Rensselaer County Department of Mental Health, 1990-1995

Troy, NY

Intensive Case Manager, 1991-1995

- Provided outreach and support for adults with serious and persistent mental illness at risk for homelessness, incarceration or recurring psychiatric hospitalization.

Mental Health Social Worker, 1990-1991

- Responsible for primary therapy and case management services for adults with mental illness.

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

DIANE LOUISE AIKENS

CONTACT

SKILLS

Microsoft Office
Billing & Accounting Software
Case Management Software
Dragon Speech Recognition
Training & Staff Evaluation

AWARDS

Paralegal Professionalism Award
2021

EDUCATION

Granite State College
Bachelor of Science - Human
Resource Administration
Associate in Arts - General Studies
NADR Non-Attorney Representative
Course

PROFILE

Proven, innovative and detail-oriented professional with experience in probate matters, compliance, training, state and federal benefits, employee development and supervision. Bachelor's degree in Human Resources.

KEY QUALIFICATIONS

- CONSISTENTLY THINKS CREATIVELY IN DEVELOPING TRAINING AND PERFORMANCE MANAGEMENT PROGRAMS AND RESOURCES
- MENTORING AND SUPERVISING TEAM MEMBERS, ENSURING EMPLOYEES FEEL VALUED, SUPPORTED, AND RESPECTED IN THE WORKPLACE
- EXCELLENT INTERPERSONAL AND EMOTIONAL INTELLIGENCE SKILLS
- ABILITY TO BUILD STRONG RELATIONSHIPS AND BROAD NETWORKS WITH KEY PARTNERS AND STAKEHOLDERS
- CONSIDERABLE PROBLEM-SOLVING SKILLS TO ACHIEVE BEST OUTCOMES FOR EMPLOYEES AND THE ORGANIZATION
- ABILITY TO EVALUATE WORKPLACE ISSUES AND CONFLICTS AND BRINGS THEM TO RESOLUTION
- IMPROVE EMPLOYEE RETENTION AND MOTIVATE STAFF THROUGH CREATING EMPLOYEE INITIATIVES
- COMMUNICATES EFFECTIVELY, NEGOTIATES CONFLICT AND INFLUENCES OTHERS TO TAKE ACTIONS NOT ALWAYS CONSISTENT WITH INITIAL OBJECTIVES

EXPERIENCE

Probate Paralegal
Office of Public Guardian (OPG)
October 2019- Present

- Provides paralegal support to lead attorneys and back-up support to Court Intake Coordinator
- Advises Property Team and Fiduciary Supervisors
- Participates in all Legal, Fiduciary & Property Meetings
- Develops and manages and advises on SSA & AAU appeals. Cases often resolved without a hearing

CERTIFICATION

New Hampshire Notary - Exp: 2023

Justice of the Peace - Exp: 2023

- Mentors, collaborates and provides direct support to staff in decision making process
- Identifies complex problems and creates solutions to meet desired outcomes
- Maintains professional relationships and communicates with government officials and legal representatives
- Effectively manages multiple demands and competing priorities
- Works independently and manages risks without excessive supervision
- Demonstrates commitment to clients and values of organization
- In depth knowledge of the NH Court Probate system
- In depth knowledge of State & Federal benefits, appeals, family law, landlord-tenant, small claims actions and highly complex litigation
- Manages entire estate administration caseload on behalf of the office

Paralegal/Non-Attorney Disability Representative

Wyskiel, Boe, Tillinghast & Bolduc, P.A. (WBTB)

January 2014- October 2019

- Facilitated coaching and mentoring to other peers and supports their professional development, as well as taught learning modules and presents same to other members of the department
- Conducted new hire interviews and gathers information during the onboarding process
- Participated in performance management and time management review of other employees, including root cause problem solving sessions
- Conducts trainings for department and assesses training needs
- Provided paralegal and non-attorney representative support to lead attorneys
- Mentors claimants throughout the social security disability process
- Prepares and files online applications to appeals at local, state and federal levels, as well as medical summary and brief preparation
- Extensive interaction with state examiners, judges and attorneys
- Communicates and collaborates with government officials, physician offices and supervisors
- Conducts in-depth telephone interviews and thoroughly documents the file
- Manages the overall claim risk, including the decision to close a claim
- Participates in settlement discussions
- In depth grasp of highly complex claim practices and legal precedents
- Is considered a leader/expert/manager within the department
- Comprehensive knowledge base and highly developed skills for situations that are highly complex

Bank Teller

Citizens Bank

June 2011-December 2013

- Lead in training and support for other co-workers
- Provided excellent customer service to customers by creating a friendly rapport with clients
- Processed teller transactions for customers, including servicing client accounts, managing safety deposit box payments, cashing checks, balancing cash drawers, handling night deposits, and correcting discrepancies
- Administered opening and closing of personal and business accounts
- Exceeded sales goals