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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 18, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Sole Source** amendment to an existing contract with New Hampshire Legal Assistance (VC#154648), 117 North State Street, Concord New Hampshire 03301, for the continuation of Legal Services to eligible adults, age sixty (60) or older, by increasing the total price limitation by $341,314.45 from $579,758.46 to $921,072.91 and by extending the completion dates from September 30, 2020 to September 30, 2022 effective upon Governor and Council approval. The original contracts were approved by Governor and Council on October 26, 2016, item #13 and most recently amended with Governor and Council approval on May, 15, 2019, item #20A. 53% Federal. 47% General.

Funds are available in the following account for State Fiscal Years 2021, and are anticipated to be available in State Fiscal Year 2022 and State Fiscal Year 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 50% FEDERAL, 50% GENERAL

SFY	Class	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	Social Service Contracts	48130310	$104,471.25	$0.00	$104,471.25
2018	540-500382	Social Service Contracts	48130310	$146,242.22	$0.00	$146,242.22
2019	540-500382	Social Service Contracts	48130310	$146,242.22	$0.00	$146,242.22
2020	540-500382	Social Service Contracts	48130310	$146,242.22	$0.00	$146,242.22
2021	540-500382	Social Service Contracts	48130310	$36,560.55	$109,739.45	$146,300.00
2022	540-500382	Social Service Contracts	48130310	$0.00	$146,300.00	$146,300.00
2023	540-500382	Social Service Contracts	48130310	$0.00	$36,575.00	$36,575.00
			Subtotal:	*$579,758.46*	*$292,614.45*	*$872,372.91*

05-95-48-481010-1917, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: ELDERLY & ADULT SVCS DIV, GRANTS FOR SOCIAL SVC PROG, CARES ACT TITLE III GRANTS - 100% FEDERAL

SFY	Class	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svs	48130610	$0.00	$0.00	$0.00
2018	102-500731	Contracts for Prog Svs	48130610	$0.00	$0.00	$0.00
2019	102-500731	Contracts for Prog Svs	48130610	$0.00	$0.00	$0.00
2020	102-500731	Contracts for Prog Svs	48130610	$0.00	$0.00	$0.00
2021	102-500731	Contracts for Prog Svs	48130610	$0.00	$48,700.00	$48,700.00
2022	102-500731	Contracts for Prog Svs	48130610	$0.00	$0.00	$0.00
2023	102-500731	Contracts for Prog Svs	48130610	$0.00	$0.00	$0.00
			Subtotal:	*$0.00*	*$48,700.00*	*$48,700.00*
			Total:	**$579,758.46**	**$341,314.45**	**$921,072.91**

EXPLANATION

This request is **Sole Source** because the Department is requesting to extend contract services and there are no renewal options available in the current contract. *The Department originally planned to conduct a competitive bid to reprocure these services. However the COVID-19 pandemic has required the Department to change plans as both Department and vendor operations have been negatively impacted. This request for a sole source extension is being made to ensure there is no lapse in critical services provided under the current contract given the circumstances confronting the Department today.* As previously stated, the original contract was approved by Governor and Council on October 26, 2016, Item #13. It was then subsequently amended with Governor and Council approval on January 10, 2018, Item #15 and on May 15, 2019, Item #20A.

The purpose of this request is to continue to provide legal services to help older individuals secure and maintain their independence, as well as sustain their health and quality of life. As a result of COVID-19, legal services will increase from 5,000 to 6,498 units for SFY 2021.

Approximately 2,000 individuals will be served from October 1, 2020 to September 30, 2022.

Services include legal advice and counseling to eligible individuals, litigation by attorneys, and paralegal services to address questions and concerns that are civil in nature. Issues addressed may include, but are not limited to, consumer concerns, family matters, housing issues, public assistance benefits, utility shut-offs, and problems related to nursing home care or residential care services. Legal services also include representation at hearings when necessary.

The Department will monitor contracted services using the following performance measures:

- Provide legal advice, counseling, and litigations activities;
- Provide legal representation activities provided at hearings or in court; and
- Provide public awareness through outreach and education.

As referenced in the P-37, Section 18, the parties have the option to extend the agreement contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. There are no renewal options available in the contract, which is why the Department's request to extend the contract an additional two (2) years is sole source.

Should the Governor and Council not authorize this request legal services provided to low income elderly clients may be reduced or eliminated which could jeopardize their ability to remain in their homes and communities. In addition, not approving this request may result in the need for more-costly, long-term care services in traditional nursing homes or through community-based care programs.

Area served: Statewide.

Source of Funds: CFDA# 93.044 / FAIN#1901NHOASS-01 and CFDA# 93.044 / FAIN# 2001NHSSC3-00, General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

for

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Legal Services Contract

This 3rd Amendment to the Legal Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Legal Assistance, (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 117 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 26, 2016, (Item #13), as amended on January 10, 2018, (Item #15), and May 15, 2019, (Item #20A) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $921,072.91.

3. Modify Exhibit A, Scope of Services by replacing it in its entirety with Exhibit A - Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Add Exhibit B, Method and Conditions Precedent to Payment, Item #1.1:

   1.1. The State shall pay the Contractor

   1.1.1. Thirty-two dollars and fifty cents ($32.50) per one-half (1/2) for 1,498 units, for the services provided by the Contractor in SFY 2021 pursuant to Exhibit A – Amendment #3, Scope of Services. These Contractor shall use these units first.

   1.1.2. Twenty-nine dollars and twenty-six cents ($29.26) per one-half (1/2) for 5,000 units per SFY, for the services provided by the Contractor pursuant to Exhibit A – Amendment #3, Scope of Services. The Contractor shall use these units after the units specified in Paragraph 1.1.1. have been billed.

5. Modify Exhibit B, Method and Conditions Precedent to Payment, to read:

   9. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

May 18, 2020
Date

Name: Deborah Scheetz
Title: Director

NEW HAMPSHIRE LEGAL ASSISTANCE

5/15/2020
Date

Name: Sarah Mattson Dustin
Title: Executive Director

New Hampshire Department of Health and Human Services
Legal Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/21/20 /s/Christen Lavers

Date

Name:
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor of the State of New Hampshire on: _______________ (date of approval letter)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.300.

1.4. For the purposes of this contract, any reference to days shall mean consecutive calendar days, unless otherwise denoted as business days.

1.5. For the purposes of this contract, any reference to business days shall mean Monday through Friday, excluding holidays observed by State of New Hampshire as non-working days

1.6. The Contractor shall provide services, statewide, to eligible individuals.

2. Scope of Services

2.1. Population

2.1.1. The Contractor shall provide Legal Services statewide, pursuant to the Older Americans Act Title III Service Program, to individuals residing in independent living settings who:

2.1.1.1. Are aged sixty (60) years and older with the greatest economic or social needs as described in the Older Americans Act Title III Services (Older Americans Act of 1965, as amended through P.L. 114-144, Enacted April 19, 2006; and

2.1.1.2. Are not receiving the same or similar services through the Veterans' Administration; or.

2.1.1.3. Are eligible for Medicaid services, but who are not currently receiving the same or similar services through one (1) of the Department's Medicaid Waiver Programs.

2.1.2. The Contractor must provide legal services to eligible nursing home residents and clients living in a residential care setting.

2.2. Area Served

2.2.1. The Contractor shall provide services to eligible clients statewide.

Contractors Initials: SRD
Date: 9/15/20

2.3. Service Descriptions

2.3.1. The Contractor shall provide attorney and paralegal services for legal advice, counseling and litigation services to address client questions and concerns of a civil nature related to:

2.3.1.1. Client concerns, including but not limited to:

2.3.1.1.1. Financial exploitation.

2.3.1.1.2. Consumer protection and debt collection.

2.3.1.1.3. Family legal problems.

2.3.1.2. Family matters;

2.3.1.3. Health care;

2.3.1.4. Public and private housing;

2.3.1.5. The Supplemental Nutrition Assistance Program;

2.3.1.6. Public assistance benefits and utility shut-offs; and

2.3.1.7. Problems related to nursing home care or residential care services.

2.3.2. The Contractor shall ensure attorneys provide attorney representation of clients at hearings or in court, when necessary.

2.3.3. The Contractor shall provide statewide telephone access to clients through a toll-free number.

2.3.4. The Contractor shall increase public awareness of services by:

2.3.4.1. Performing community outreach and education; and

2.3.4.2. Providing materials regarding client legal right and available legal services as written or electronic.

2.4. Client Access to Services

2.4.1. The Contractor shall ensure clients can access services described in this contract by either:

2.4.1.1. Applying directly for, or requesting legal services:

2.4.1.1.1. The Contractor shall determine eligibility for these services in accordance with the rules and requirements of Title III Services.

2.4.1.1.2. The Contractor shall determine eligibility of the clients and provide written notice of eligibility within forty-five (45) days from the date eligibility was determined, indicating what services are to be provided, at what frequency and indicate the beginning and end dates for the client's eligibility period.

Contractors Initials: GMd

Date: 5/15/20

2.4.1.2. Client referred by Adult Protection Services (APS):

2.4.1.2.1. In the event that a client has been referred to the Contractor by APS, the Contractor shall not take an application, determine or re-determine the client's eligibility, or issue eligibility notifications, in accordance with the NH Administrative Rules He-E 502.

2.5. Staffing:

2.5.1. The Contractor shall adhere to the following staffing requirements:

2.5.1.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

2.5.1.2. Verify and document that all staff and volunteers have appropriate training, education, experience and orientation to fulfill the responsibilities of their respective positions.

2.5.1.2.1. This includes keeping up-to-date personnel and training records and documentation of all clients requiring licenses and certifications.

2.5.2. Develop a Staffing Contingency Plan and submit the plan, in writing, to the Department within thirty (30) days of Governor and Executive Council approval of the Agreement. The plan must include but is not limited to:

2.5.2.1. The process for replacement of staff in the event of loss of key personnel or other personnel during the period of this Agreement;

2.5.2.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

2.5.2.3. A description of time frames necessary for obtaining staff replacements;

2.5.2.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements and additions with comparable experience; and

2.5.2.5. The method of bringing staff replacements and additions up-to-date regarding this Agreement.

2.6. Reporting

2.6.1. The Contractor shall complete and submit quarterly reports on a pre-defined electronic form supplied by the Department. The report must be submitted by the fifteenth (15th) of the month following the quarter end date. The data will include, but not be limited to the following:

2.6.1.1. Expenses by program service provided, defined as Legal Services;

2.6.1.2. Revenue by program service provided, by funding source;

2.6.1.3. Number of units served by program service provided, by funding source;

2.6.1.4. Number of unduplicated clients served by service provided, by funding source;

2.6.1.5. Number of Title III clients served with non-Bureau of Elderly and Adult Services (BEAS) funds;

2.6.1.6. Unmet client need and waiting list; and

2.6.1.7. Length of time clients are on a waiting list.

2.6.2. The Contractor shall submit Service Delivery Verification reports for the following required performance measures:

2.6.2.1. Service Records

2.6.2.1.1. The number and percentage of clients for whom a report to APS was made.

2.6.2.2. Experience

2.6.2.2.1. The number and percentage of clients surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.

2.6.2.2.2. The Contractor shall indicate the reason(s) why:

2.6.2.2.2.1. Applicants were referred to APS; and

2.6.2.2.2.2. The number and percentage of clients surveyed who reported their experiences with their services were not satisfactory or better.

2.6.2.3. The Contractor shall describe the quality improvement activity(s) to be initiated to address identified concerns about the quality of services.

2.6.2.4. Service Delivery

2.6.2.4.1. The Contractor shall indicate the number of open cases at the end of each reporting period, per Unit 1.2.6.1.1.

2.6.2.4.2. The Contractor shall indicate the reason(s) applicants did not receive their planned services; and

2.6.2.4.3. The Contractor shall describe the quality improvement activity(s) to be initiated to address identified concerns about service delivery.

2.7. Client Fees and Donations

2.7.1. Title III Services

2.7.1.1. With the exception of Paragraph 5.2.1. of this Agreement below, NH Administrative Rule He-E 502.12 allows Title III Contractors to ask clients receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

2.7.1.2. The Contractor shall report the total amount of collected donations on the quarterly report and email to Shawn.Martin@dhhs.nh.gov or mail to:

Department of Finance
Shawn Martin
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

2.8. Adult Protection Services (APS)

2.8.1. Pursuant to RSA 161-F: 42 et seq., BEAS provides protection services to incapacitated adults to prevent and end neglect, abuse or exploitation.

2.8.2. When BEAS determines that a client needs protection services as described in the Adult Protection Program NH Administrative Rule He-E 700, the Contractor shall agree that the payment received from BEAS for the specified services is payment in full for those services and must refrain from making any attempt to secure additional reimbursement of any type from the client for those services.

2.8.3. The Contractor providing Title III services shall not charge fees or ask for donations from clients referred by the Department's APS Program as long as these clients remain active recipients of APS as verified by APS staff.

2.8.4. The Contractor shall report suspected abuse, neglect, self-neglect, and exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

2.8.5. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the Contractor and identifies the client in need of protection services.

2.9. E-Studio Electronic Information System

Contractors Initials: GMd
Date: 9/15/20

2.9.1. The Contractor shall use the Department's E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions and other critical information.

2.9.2. The Contractor shall identify all key personnel who will need E-Studio accounts to ensure that information from the Department can be shared with necessary agency staff. There is no cost to the Contractor for the Department to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.

2.9.3. The Contractor shall ensure their E-Studio account(s) are kept current and that the Department is notified when a staff member is no longer working in the program so their account can be terminated.

2.10. **Criminal Background and Adult Protective Services Registry Checks**

2.10.1. The Contractor's staff members or volunteers, who will be interacting with, or providing hands-on care to, clients receiving services, are required to complete a BEAS State Registry check prior to providing services; in accordance with the requirement of RSA 161-F: 49.

2.10.2. The Contractor shall conduct a New Hampshire Criminal Records background check on all agency staff and prospective employees or volunteers, funded under this contract, which must have client contact.

2.10.3. The Contractor, which is licensed, certified or funded by the Department, shall meet the requirements of RSA 161-F:49, which require the submission of the BEAS State Registry Consent Form of prospective employees who must have client contact, for review against the State Adult Protective Services Registry.

2.11. **Grievance and Appeals**

2.11.1. The Contractor shall maintain a system for tracking, resolving and reporting client complaints regarding its services, processes, procedures and staff.

2.11.2. The Contractor shall develop a grievance process. Any grievances filed are to be available to the Department upon request. At a minimum, the process must include the following:

2.11.2.1. Client name;

2.11.2.2. Type of service;

2.11.2.3. Date of written grievance;

2.11.2.4. Nature and subject of the grievance;

2.11.2.5. Who in the agency reconsiders agency decisions;

2.11.2.6. What are the issues that can be addressed in the grievance process; and

2.11.2.7. How clients are informed of their right to appeal or file grievances.

2.12. **Wait Lists**

2.12.1. The Contractor shall provide all services covered by this contract to the extent that funds, staff and resources for this purpose are available.

2.12.2. The Contractor shall maintain a wait list in accordance with the NH Administrative Rule He-E 502, when funding or resources are not available to provide the requested services. A wait list includes, at a minimum:

2.12.2.1. The client's full name and date of birth;

2.12.2.2. The name of the service being requested;

2.12.2.3. The date upon which the clients applied for services, which must be the date the application was received by the Contractor or BEAS;

2.12.2.4. The target date of implementing the services based on the communication between the client and the Department or Contractor;

2.12.2.5. The date upon which the client's name was placed on the wait list must be the date of the Notice of Decision in which the client was determined eligible for Title III services;

2.12.2.6. The client's assigned priority on the wait list, determined in accordance with Subsection 11.3 below of this Agreement; and

2.12.2.7. A brief description of the client's circumstances and the services they need.

2.12.3. The Contractor shall prioritize each client's standing on the wait list by determining the individual's urgency of need in the following order.

2.12.3.1. Client is in an institutional setting or is at risk of being admitted to, or discharged from, an institutional setting.

2.12.3.2. Declining mental or physical health of the caregiver.

2.12.3.3. Declining mental or physical health of the client.

2.12.3.4. Client has no respite services while living with a caregiver.

2.12.3.5. Length of time on the wait list.

2.12.3.6. When two (2) or more clients on the wait list have been assigned the same service priority, the client served first will be the one (1) with the earliest application date.

2.12.3.7. Clients who are being served under APS RSA 161-F: 42-57 must be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.

2.12.3.8. Clients with adult protection needs in accordance with RSA 161-F: 42-57 must be exempt from the wait list.

2.12.4. When client is placed on the wait list, the Contractor shall notify the client in writing.

2.12.5. The Contractor shall maintain the wait list for the length of the contract period and make it available to the Department upon request.

2.13. Notice of Failure to meet Service Obligations

2.13.1. In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall provide written notice of such inability at least ninety (90) days prior and must mail it to:

Bureau Director
Bureau of Elderly and Adult Services
129 Pleasant Street
Concord, NH 03301

2.13.2. Examples of failure to meet service obligations just include, but are not limited to:

2.13.2.1. Reducing hours of operation.

2.13.2.2. Changing a geographic service area.

2.13.2.3. Closing or opening a site.

2.13.3. The written notification must include the following:

2.13.3.1. The reasons for the inability to deliver services;

2.13.3.2. How service recipients and the community will be impacted;

2.13.3.3. How service recipients and the community will be notified; and

2.13.3.4. The Contractor's plan to transition clients into other services or refer the clients to other agencies.

2.13.4. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.13.4.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.13.4.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.13.4.3. The Contractor terminates a services or services for any reason.

Contractors Initials: SMD

Date: 9/15/20

2.13.4.4. The Contractor cannot carry out all, or a portion of, the services, terms or conditions outlined in the contract or sub-contracts.

2.14. Transition Process

2.14.1. The Contractor shall have a transition process for clients in the event that they must be transitioned between the Department's contracted providers and must submit their written transition process to the Department within thirty (30) days of approval of the Contract Agreement. The process must ensure:

2.14.1.1. Uninterrupted delivery of services for clients;

2.14.1.2. A method of notifying clients and the community about the transition; and

2.14.1.3. A staff member must be available to address questions about the transition.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LEGAL ASSISTANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1971. 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: 63969

Certificate Number: 0004878013

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2020.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

I, Deborah Butler, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of New Hampshire Legal Assistance.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 7, 2019, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Sarah Mattson Dustin (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Legal Assistance to enter into contracts or agreements with the
(Name of Corporation/ LLC)

State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. 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/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. 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: 05/13/20

Deborah Butler
Signature of Elected Officer
Name: Deborah Butler
Title: Vice Chair of the Board of Directors

Signature: DB
Debby Butler (May 13, 2020)
Email: dbutler@mcmxi.com

NHLA Certificate of Authority

Final Audit Report 2020-05-13

Created:	2020-05-13
By:	Cheryl Steinberg (csteinberg@nhla.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzqxngBDR-TdMR5ldbR3sjn4CZIFENKxz

"NHLA Certificate of Authority" History

Document created by Cheryl Steinberg (csteinberg@nhla.org)
2020-05-13 - 4:47:49 PM GMT- IP address: 24.62.155.152

Document emailed to Debby Butler (dbutler@mcmxi.com) for signature
2020-05-13 - 4:51:08 PM GMT

Email viewed by Debby Butler (dbutler@mcmxi.com)
2020-05-13 - 5:09:17 PM GMT- IP address: 66.30.100.228

Document e-signed by Debby Butler (dbutler@mcmxi.com)
Signature Date: 2020-05-13 - 5:12:22 PM GMT - Time Source: server- IP address: 66.30.100.228

Signed document emailed to Cheryl Steinberg (csteinberg@nhla.org) and Debby Butler (dbutler@mcmxi.com)
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NEW HAMPSHIRE LEGAL ASSISTANCE

Board of Directors

ANNUAL BOARD RESOLUTION
AUTHORIZING FUNDING APPLICATIONS

November 13, 2019

Be it resolved that the Executive Director of New Hampshire Legal Assistance (NHLA) and/or her designee is authorized to seek and apply for funds from:

Endowment for Health,
Local Community Development Offices,
New Hampshire Bar Foundation (IOLTA and other),
New Hampshire Charitable Foundation and affiliated foundations and funds,
New Hampshire Bureau of Elderly and Adult Services,
New Hampshire Department of Health and Human Services,
New Hampshire Housing Finance Authority,
New Hampshire Department of Justice,
New Hampshire Legislature (for renewal and possible expansion of NHLA's state appropriation),
U.S. Administration on Community Living,
U.S. Department of Housing and Urban Development,
U. S. Department of Justice,
United Ways,
and is further authorized to apply for other public and private grants, contracts, and awards, and donations, for civil legal services to the poor, to be used for general revenues and for special projects, and is further authorized to execute such documents as necessary to accept such funds in the name of New Hampshire Legal Assistance.

This resolution shall remain in effect through December 31, 2020.

Adopted by the Board of Directors

November 13, 2019

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2020

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 have ADDITIONAL INSURED provisions or 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
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Cara Scala
PHONE (A/C, No, Ext): (603) 669-3218
FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: cscala@crossagency.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	MMG (Maine Mutual) Ins.	
INSURER B :	MMG Ins Co	15997
INSURER C :	Allmerica Financial Alliance	10212
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
NEW HAMPSHIRE LEGAL ASSISTANCE INC
117 N STATE ST
CONCORD NH 03301-4407

COVERAGES CERTIFICATE NUMBER: 19/20 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC; OTHER:			BP13365128	07/01/2019	07/01/2020	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY; [ ] ANY AUTO; [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS; [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BP13365128	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR; [ ] EXCESS LIAB [ ] CLAIMS-MADE; [ ] DED [X] RETENTION $ 10,000			KU13373043	07/01/2019	07/01/2020	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WKV9596241 (3a), NH	07/02/2019	07/02/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire Department of Health
and Human Services
129 Pleasant Street
Concord NH 03301

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

Cara L. Scala

NEW HAMPSHIRE LEGAL ASSISTANCE
LEGAL ADVICE & REFERRAL CENTER

OUR VISION, MISSION, AND VALUES

OUR VISION is that the low-income people of New Hampshire will have their voices heard in the courtrooms and other legal and policy-making arenas of our state when their shelter, health care, subsistence income, education, custody of their children, safety from abuse, or other basic needs are at stake.

OUR MISSION is to fulfill America's promise of equal justice by providing civil legal services to New Hampshire's poor, including education and empowerment, advice, representation, and advocacy for systemic change.

OUR VALUES

- A justice system accessible to all is a core element of our democracy's social contract that binds everyone in our state together in a web of rights and responsibilities.

- If the justice system is to operate effectively and fairly, vigorous and skillful legal advocacy should be available to those who cannot purchase it in legal disputes in which their basic needs are at stake.

- The legal aid network, the private bar, and the judiciary have a particular obligation to promote these ideals and to lead efforts to persuade our political institutions to provide the necessary resources to put these principles into practice.

- Legal advocacy to assist individuals with day-to-day legal issues and systemic advocacy to address the underlying causes of poverty are complementary strategies in a comprehensive and effective legal aid system.

- Client needs should drive the New Hampshire legal aid system and legal services should be provided in a manner that respects the dignity and value of low-income people.

OUR OPERATING PRINCIPLES

- Statewide Accessibility and Responsiveness to Community Legal Needs. The legal aid system should be easy to access and available statewide, and it should have the capacity to respond rapidly to changing client needs. Low-income people should be involved in helping legal service providers identify the highest priority legal needs to be addressed by our programs.

- Collaboration. The legal aid system in New Hampshire is a partnership whose successful functioning requires maximum collaboration among legal services programs, the private bar, the judiciary and other entities within the broader legal community.

- Stewardship. The legal aid system is continuously accountable to our clients, funders, and partners. We have a duty of stewardship to preserve and enhance our programs and services over the long-term for the benefit of future clients.

- Organizational Excellence. The legal aid programs in New Hampshire are committed to achieving excellence both in the quality of our service to clients and in the efficient use of the resources available to us. We will take advantage of economies of scale whenever possible and promote effective use of existing and emerging technologies by developing necessary and appropriate organizational structures.

- Professional Excellence. To assure that NHLA and LARC provide low-income people with high-quality legal services, our legal aid programs should recruit and retain staff of the highest quality by offering competitive compensation and providing the training, supervision, and technological support needed to assure the highest level of staff performance for our clients.

Excerpted from Strategic Plan

Approved on November 14, 2012

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Financial Statements

With Schedule of Expenditures of Federal Awards

December 31, 2019 and 2018

and

Independent Auditor's Report

Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit
of Financial Statements Performed in Accordance
With *Government Auditing Standards*

Report on Compliance for Each Major Federal Program
and Report on Internal Control Over Compliance
Required by the Uniform Guidance

Schedule of Findings and Questioned Costs

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
FINANCIAL STATEMENTS
December 31, 2019 and 2018

TABLE OF CONTENTS

VACHON CLUKAY
& COMPANY PC

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

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
New Hampshire Legal Assistance, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Legal Assistance, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2019 and 2018, 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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 New Hampshire Legal Assistance, Inc., as of December 31, 2019 and 2018, 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

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying combining statements of financial position and activities are presented for purposes of additional analysis and are not a required part of the financial statements. Additionally, the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 30, 2020, on our consideration of New Hampshire Legal Assistance, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering New Hampshire Legal Assistance, Inc.'s internal control over financial reporting and compliance.

Vachon Clukay & Company PC

Manchester, New Hampshire
March 30, 2020

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Financial Position
December 31, 2019 and 2018

	2019	2018
ASSETS		
CURRENT ASSETS:		
Cash and equivalents	$ 645,108	$ 616,746
Cash, restricted	130,253	25,443
Investments	875,059	700,000
Grants and contracts receivable	2,173,248	3,071,962
Contributions receivable, net	39,318	27,731
Prepaid expenses	33,127	37,422
Security deposits	13,850	13,850
TOTAL CURRENT ASSETS	3,909,963	4,493,154
NONCURRENT ASSETS:		
Property and equipment (net)	271,863	261,832
TOTAL NONCURRENT ASSETS	271,863	261,832
TOTAL ASSETS	$ 4,181,826	$ 4,754,986
LIABILITIES & NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 96,388	$ 88,329
Accrued expenses	196,372	170,474
Deposits held for others	130,253	25,443
Current portion of note payable	5,000	11,000
TOTAL CURRENT LIABILITIES	428,013	295,246
NONCURRENT LIABILITIES:		
Note payable, less current portion		6,000
TOTAL NONCURRENT LIABILITIES	-	6,000
TOTAL LIABILITIES	428,013	301,246
NET ASSETS:		
Without donor restrictions:		
Undesignated	832,017	767,899
Board designated operating reserve	550,000	500,000
With donor restrictions:		
Purpose restrictions	544,538	797,338
Time restrictions for future periods	1,827,258	2,388,503
TOTAL NET ASSETS	3,753,813	4,453,740
TOTAL LIABILITIES AND NET ASSETS	$ 4,181,826	$ 4,754,986

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Activities
For the Years Ended December 31, 2019 and 2018

	2019	2018
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE:		
New Hampshire Bar Foundation - IOLTA	$ 326,667	$ 314,998
Government grants and contracts	1,293,160	726,148
United Ways	43,333	59,547
Contributions - Foundations and Other	206,712	336,033
Contributions - Campaign for Legal Services	350,350	370,457
Case revenue	43,419	66,355
Investment income	25,179	7,405
Net assets released from donor restrictions	2,503,589	2,575,310
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	4,792,409	4,456,253
EXPENSES:		
Program services:		
Domestic violence project	1,360,361	831,881
Housing justice project	559,071	641,909
Senior law project	373,543	443,004
Public benefits	205,384	
Youth law project	87,385	146,025
Other civil legal services	1,234,307	1,460,473
Total program services	3,820,051	3,523,292
Supporting services:		
Fund raising	197,846	212,422
Management and general	660,394	507,195
Total supporting services	858,240	719,617
TOTAL EXPENSES	4,678,291	4,242,909
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	114,118	213,344
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
New Hampshire Bar Foundation - IOLTA	233,333	225,002
Government grants and contracts	1,245,664	1,133,778
United Ways	48,542	50,023
Contributions - Foundations and Other	162,005	405,088
Net assets released from donor restrictions	(2,503,589)	(2,575,310)
DECREASE IN NET ASSETS WITH DONOR RESTRICTIONS	(814,045)	(761,419)
CHANGE IN NET ASSETS	(699,927)	(548,075)
NET ASSETS - January 1	4,453,740	5,001,815
NET ASSETS - December 31	$ 3,753,813	$ 4,453,740

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statement of Functional Expenses
For the Year Ended December 31, 2019

	Program Services							Supporting Services			
	Domestic Violence Project	Housing Justice Project	Senior Law Project	Public Benefits	Youth Law Project	Other Civil Legal Services	Total	Fund Raising	Management and General	Total	Combined Total
Salaries	$ 837,591	$ 374,991	$ 231,181	$ 129,630	$ 55,690	$ 762,606	$ 2,391,689	$ 61,131	$ 443,072	$ 504,203	$ 2,895,892
Payroll taxes	64,249	28,843	17,730	9,852	4,229	56,877	181,780	4,833	33,709	38,542	220,322
Employee benefits	133,165	64,189	36,764	20,332	8,761	111,912	375,123	8,286	69,258	77,544	452,667
Space and occupancy	66,971	28,543	15,846	10,544	4,630	68,006	194,540		35,141	35,141	229,681
Office supplies and expenses	11,371	5,109	3,713	1,733	741	9,311	31,978	15,295	7,488	22,783	54,761
Postage	3,187	1,301	867	392	152	1,330	7,229	989	1,485	2,474	9,703
Equipment rental and maintenance	6,472	2,964	1,536	948	416	5,158	17,494		3,160	3,160	20,654
Communications	11,207	4,729	2,652	1,539	505	7,761	28,393		5,129	5,129	33,522
Library	15,102	6,441	3,565	2,057	903	9,886	37,954		6,856	6,856	44,810
Training and meetings	9,854	4,015	6,750	1,571	689	6,110	28,989	50	5,246	5,296	34,285
Insurance	6,276	2,647	1,485	1,115	490	8,560	20,573		3,716	3,716	24,289
Dues and fees	7,207	3,005	1,745	1,043	399	5,837	19,236	272	3,998	4,270	23,506
Litigation expenses	20,460	8,008	3,310	1,988	739	2,169	36,674				36,674
Temporaries/contract services	22,170	10,478	5,269	7,909	3,385	96,706	145,917	1,315	27,149	28,464	174,381
Sub-Grants	115,454	7,346	34,583	11,929	4,437	46,344	220,093				220,093
Travel	28,840	6,137	5,773	2,673	1,162	4,734	49,319	564	9,011	9,575	58,894
Distributions to campaign partners								82,117		82,117	82,117
Other expenses	785	325	774	129	57	323	2,393	22,994	435	23,429	25,822
Depreciation						30,677	30,677		5,541	5,541	36,218
Total Functional Expenses	$ 1,360,361	$ 559,071	$ 373,543	$ 205,384	$ 87,385	$ 1,234,307	$ 3,820,051	$ 197,846	$ 660,394	$ 858,240	$ 4,678,291

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statement of Functional Expenses
For the Year Ended December 31, 2018

	Program Services						Supporting Services			
	Domestic Violence Project	Housing Justice Project	Senior Law Project	Youth Law Project	Other Civil Legal Services	Total	Fund Raising	Management and General	Total	Combined Total
Salaries	$ 503,360	$ 425,938	$ 302,132	$ 98,038	$ 891,275	$ 2,220,743	$ 50,382	$ 338,454	$ 388,836	$ 2,609,579
Payroll taxes	38,507	32,584	23,113	7,500	66,834	168,538	3,966	26,875	30,841	199,379
Employee benefits	78,242	66,933	46,827	15,305	126,629	333,936	4,970	50,505	55,475	389,411
Space and occupancy	39,922	32,695	21,142	7,420	89,708	190,887	5,128	25,955	31,083	221,970
Office supplies and expenses	8,086	6,900	6,129	1,607	14,240	36,962	12,844	6,595	19,439	56,401
Postage	1,811	1,458	1,075	337	1,728	6,409	756	949	1,705	8,114
Equipment rental and maintenance	4,406	3,381	2,178	771	7,376	18,112	487	2,463	2,950	21,062
Communications	6,461	5,313	3,458	1,219	11,599	28,050	754	3,814	4,568	32,618
Library	11,678	8,981	7,106	3,788	5,414	36,967	993	5,026	6,019	42,986
Training and meetings	7,936	15,827	5,345	829	4,004	33,941	1,051	4,633	5,684	39,625
Insurance	3,493	2,883	1,854	655	9,697	18,582	498	2,526	3,024	21,606
Dues and fees	3,204	2,997	2,280	696	6,617	15,794	424	2,147	2,571	18,365
Litigation expenses	13,145	6,483	3,825	927	14,268	38,648				38,648
Temporaries/contract services	14,860	12,980	8,056	2,972	149,488	188,356	8,755	26,100	34,855	223,211
Sub-Grants	79,609	5,728	725	348	40,840	127,250				127,250
Travel	16,510	10,320	7,418	3,499	2,205	39,952	2,268	5,591	7,859	47,811
Distributions to campaign partners							97,314		97,314	97,314
Other expenses	651	508	341	114	579	2,193	21,349	3,118	24,467	26,660
Depreciation					17,972	17,972	483	2,444	2,927	20,899
Total Functional Expenses	$ 831,881	$ 641,909	$ 443,004	$ 146,025	$ 1,460,473	$ 3,523,292	$ 212,422	$ 507,195	$ 719,617	$ 4,242,909

See notes to financial statements.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Cash Flows
For the Years Ended December 31, 2019 and 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (699,927)	$ (548,075)
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	36,218	20,899
Net effect of changes in:		
Grants and contracts receivable	898,714	589,294
Contributions receivable	(11,587)	(22,731)
Prepaid expenses	4,295	(4,732)
Accounts payable	8,059	40,972
Accrued expenses	25,898	19,410
Deposits held for others	104,810	(4,167)
Net cash provided by operating activities	366,480	90,870
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(46,249)	(26,773)
Purchase of investments	(175,059)	(697,622)
Net cash used in investing activities	(221,308)	(724,395)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on note payable	(12,000)	(12,000)
Net cash used for financing activities	(12,000)	(12,000)
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	133,172	(645,525)
CASH AND EQUIVALENTS - January 1	642,189	1,287,714
CASH AND EQUIVALENTS - December 31	$ 775,361	$ 642,189

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2019 and 2018

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

New Hampshire Legal Assistance, Inc. is a non-profit organization incorporated in 1971, with the mission to fulfill America's promise of equal justice by providing civil legal services to New Hampshire's poor, including education and empowerment, advice, representation, and advocacy for systemic change.

The accounting policies of New Hampshire Legal Assistance, Inc. (the 'Entity'), conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Accounting

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

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve.

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 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 ends 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.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2019 and 2018

The Entity has adopted FASB Accounting Standards Update (ASU) No. 2018-08 *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which is meant to assist entities in evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions), or as exchange (reciprocal) transactions, and determining whether a contribution is conditional. Adoption of ASU 2018-08 was required for financial statements issued for fiscal years beginning after December 15, 2018, and accordingly, the Entity has adopted the new guidance as of January 1, 2019. The amendments in ASU 2018-08 are applicable only to the portions of revenue or expense not previously recognized, and therefore have no impact on prior-period results or on opening balances of net assets.

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:

	2019	2018
As presented on the Statements of Financial Position -		
Cash and equivalents	$ 645,108	$ 616,746
Cash, restricted	130,253	25,443
	$ 775,361	$ 642,189

Investments

Investments, which consist of brokered certificates of deposit and treasury bills, 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, and unrealized gains and losses, less external and direct internal investment expenses.

Contributions Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional. All contributions receivable are considered current and expected to be received within one year.

Property and Equipment

Property and equipment is recorded at cost for purchased items and at fair value for donated items as of the date of donation. Property and equipment is summarized as follows:

	2019	2018
Land	$ 10,000	$ 10,000
Building and improvements	474,993	474,993
Leasehold improvements	2,050	2,050
Equipment	268,411	248,932
	755,454	735,975
Less: Accumulated Depreciation	(483,591)	(474,143)
	$ 271,863	$ 261,832

Depreciation is computed using the straight-line method covering estimated three to ten-year lives for equipment, seven to forty-year lives for the building and improvements, and over the life of the related lease for leasehold improvements. Expenditures for repairs and maintenance are expensed when incurred and betterments with a useful life in excess of three years are capitalized.

Depreciation expense for the years ending December 31, 2019 and 2018 was $36,218 and $20,899, respectively.

Deposits Held for Others

Deposits held for others consist of funds that are held for the express purpose of third-party individuals and organizations and are therefore not available to support the Entity's own programs.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. It is the Entity's policy to charge off uncollectible receivables when management determines the receivable will not be collected. Contributions receivable at December 31, 2019 are recorded net of an allowance for uncollectible pledges of $1,750.

Case Revenue

The Entity receives a regular stream of case revenue from fees in Social Security and SSI disability cases. These fee awards must be approved by the Social Security Administration Administrative Law Judge. From time to time the Entity also receives larger attorney fee awards in individual and class action cases. These class action fee awards are episodic, and it is not possible to predict in advance their amounts or the dates they will be received.

Donated Services

The Entity receives donated professional services from a variety of part-time volunteers and interns in the form of administrative assistance, as well as paralegal and legal services. The estimated fair value of these donations is recorded as revenue and expenses in the statements of activities. Donated services recognized as revenue and expenses in the statements of activities for the years ending December 31, 2019 and 2018 was $92,239 and $127,011, respectively.

Fund Raising Activities

Fund raising expenses represent the allocated costs of the Campaign for Legal Services (See Note 12 below). Distributions of campaign donations to the Entity's campaign partner agency have been included as fundraising expense because the Entity has an agreement to distribute these funds, which do not represent typical, out-of-pocket operating expenses of the Entity. Distributions of campaign donations for the year ended December 31, 2019 and 2018 totaled $82,117 and $97,314, respectively.

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 payroll taxes, employee benefits, occupancy, office supplies and expenses, postage, equipment rental and maintenance, communications, professional library, insurance, dues and fees, contract services, travel, and depreciation, which are all allocated on the basis of time and effort, as noted previously.

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 December 31, 2019 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

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.

Fair Value of Financial Instruments

Cash and equivalents, accounts 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.

NOTE 2--LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. Financial assets in excess of daily cash requirements are invested in brokered certificates of deposit.

The following table reflects the Entity's financial assets as of December 31, 2019 and 2018, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor and other restrictions or internal board designations. Amounts not available include the board designated operating reserve. In the event the need arises to utilize the board designated reserve funds for liquidity purposes, the reserves could be drawn upon through board resolution.

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:

	2019	2018
Cash and equivalents	$ 645,108	$ 616,746
Investments	875,059	700,000
Grants and contracts receivable	2,173,248	3,071,962
Contributions receivable, net	39,318	27,731
Total Financial Assets	3,732,733	4,416,439
Less:		
Net assets with donor restrictions	(2,371,796)	(3,185,841)
Board designated operating reserve	(550,000)	(500,000)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	$ 810,937	$ 730,598

NOTE 3--SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Entity maintains bank deposits at financial institutions with local branches located in New Hampshire. The Entity's cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of $250,000 for all cash checking and sweep accounts. The Entity has entered into agreements with the financial institutions to move funds in excess of FDIC limits into insured cash sweep accounts. Funds held in the insured cash sweep accounts are placed into FDIC insured deposit accounts with other financial institutions throughout the United States. As of December 31, 2019 and 2018, the Entity's bank deposits were fully insured.

NOTE 4--INVESTMENTS

Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. 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.

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.

A significant portion of the Entity's investments is in brokered certificates of deposit. The brokered certificates of deposit and U.S. Treasury bill are valued by the custodians of the securities using pricing models based on credit quality, time to maturity, stated interest rates, and market-rate assumptions, and are classified within Level 2.

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 December 31, 2019 and 2018:

	Assets at Fair Value as of December 31, 2019			
	Level 1	Level 2	Level 3	Total
Certificates of deposit		$ 875,059		$ 875,059
Total Assets at Fair Value	$ -	$ 875,059	$ -	$ 875,059

	Assets at Fair Value as of December 31, 2018			
	Level 1	Level 2	Level 3	Total
Certificates of deposit		$ 524,344		$ 524,344
U.S. Treasury bill		175,656		175,656
Total Assets at Fair Value	$ -	$ 700,000	$ -	$ 700,000

NOTE 5--GRANTS AND CONTRACTS RECEIVABLE

Grants and contracts receivable, by funding category, consist of the following at December 31, 2019 and 2018:

	2019	2018
State of New Hampshire and Federal - Departments and Agencies	$ 1,685,257	$ 2,353,542
Local Governments	3,131	53,708
New Hampshire Bar Foundation - IOLTA	280,000	270,000
United Way (various branches)	34,375	37,190
Foundations and Other	170,485	357,522
	$ 2,173,248	$ 3,071,962

NOTE 6--NOTE PAYABLE

Note payable at December 31, 2019 and 2018 consists of the following:

	2019	2018
Promissory note payable, maturing July 2020; payable in monthly installments of $1,000	$ 5,000	$ 17,000

The Entity's note payable is a result of a legal settlement agreement reached in November 2012. The terms of the agreement require the Entity to make monthly payments of $1,000, with no interest, through July 2020. In addition, as part of the settlement agreement, the holder of the promissory note will make annual payments of $5,000 over a six-year period commencing April 30, 2013, to the Campaign for Legal Services. The remaining note payable balance of $5,000 is scheduled to mature in the year ended December 31, 2020.

NOTE 7--ACCRUED VACATION LEAVE

Full-time employees earn annual vacation leave as they provide services. Pursuant to Entity policy, full-time employees may accumulate, subject to certain limitations, unused vacation leave, and upon termination of employment be compensated for such amounts at current rates of pay. Employees may not "cash out" their accumulated vacation leave at any time during their employment. Accumulated earned vacation leave at December 31, 2019 and 2018 was $107,653 and $92,755, respectively, and has been included as part of the 'Accrued expenses' liability in the statements of financial position.

NOTE 8--PENSION PLAN

The Entity operates a 401(k)-retirement plan, and under the plan's "safe harbor" rules, the Entity contributes 3% of all employees' salaries to the plan. Under the terms of the plan, the Entity has the discretion to make a higher level of contribution to the plan but is not obligated. For the years ended December 31, 2019 and 2018 the Entity's discretionary contribution was up to a 2% match of contributing employees' salaries. Contributions to the plan for the year ended December 31, 2019 and 2018 totaled $136,080 and $116,914, respectively.

NOTE 9--NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions have been restricted for the following as of December 31, 2019 and 2018:

	2019	2018
Subject to expenditure for specified purpose:		
Civil legal services	$ 70,124	$ 68,791
Fair Housing legal services	120,747	317,935
Enviornmental Justice Project	166,547	258,277
Elderly and Adult legal services	109,441	80,000
Health Care Access	18,696	-
Medical and Legal Collaboration	-	5,875
Consumer protection	56,983	65,460
Campaign for Legal Services	1,000	1,000
Other	1,000	-
	544,538	797,338
Subject to expenditure for specified period and purpose:		
Civil legal services	1,017,709	987,192
Fair Housing legal services	136,679	91,756
Domestic violence legal services	-	152,058
Elderly and Adult legal services	219,438	269,120
Human Services and Homeless legal services	75,000	25,000
Victims of Crime legal services	369,132	817,168
Health Care Access	9,300	-
Supervised Visitation legal services	-	46,209
	1,827,258	2,388,503
Total Net Assets With Donor Restrictions	$ 2,371,796	$ 3,185,841

NOTE 10--LEASE COMMITMENTS

The Entity leases its current Manchester, New Hampshire office building under an agreement that commenced October 1, 2014 and ended September 30, 2019. As of March 22, 2018, the original lease was amended, with new terms of May 1, 2018 through April 30, 2023. The Entity leases its Concord, New Hampshire office under an agreement that commenced November 19, 2014 and ended November 18, 2019. As of July 30, 2019, the original lease was extended, with new terms through November 18, 2024. The Entity leases its Berlin, New Hampshire office under an agreement that commenced June 1, 2017 and ended June 1, 2019. As of June 1, 2019, the original lease was extended, with new terms through May 31, 2020. The Entity leases its Claremont, New Hampshire office under an agreement that commenced January 1, 2017 and ends December 31, 2022. The terms of all of the Entity's leases contain a provision that allow the Entity to terminate the lease prior to the end of the lease term in the event of a funding reduction. Rental expense for leases was $187,458 and $181,027 for the years ended December 31, 2019 and 2018, respectively.

The following is a schedule, by years, of future minimum payments for operating leases:

Year Ended December 31,	Annual Lease Commitments
2020	$ 183,122
2021	180,409
2022	183,316
2023	121,180
2024	86,745
	$ 754,772

NOTE 11--ECONOMIC DEPENDENCY

For the years ended December 31, 2019 and 2018, approximately 31% and 27%, respectively, of total unrestricted support and revenue was derived from an appropriation from the State of New Hampshire. The discontinuation or reduction of the State appropriation would likely result in a decrease in services provided by the Entity, until alternative revenues could be obtained.

NOTE 12--CAMPAIGN FOR LEGAL SERVICES

In June 2005, the Entity assumed administration of the Campaign for Legal Services (the Campaign) from the New Hampshire Bar Foundation. The Campaign is a joint fundraising effort on behalf of the Entity and the Legal Advice and Referral Center (LARC), a not-for-profit entity providing civil legal services to low-income people in the State of New Hampshire. Revenue and expenses of these activities have been reported as contributions received and made and as fund raising expenses in these financial statements. For the years ended December 31, 2019 and 2018 the Campaign had total unrestricted revenue and support of $350,350 and $376,457, respectively, and total expenses, excluding distributions, of $115,729 and $97,416, respectively.

Distributions to the Campaign partners during the years ended December 31, 2019 and 2018 totaled $234,621 and $278,041, respectively. Distributions were allocated and made as follows for the years ended December 31, 2019 and 2018: the Entity received $152,504 and $180,727, respectively, and LARC received $82,117 and $97,314, respectively.

NOTE 13--CONTINGENCIES

The Entity participates in a number of Federal and State assisted grant programs and contracts. Such programs may be subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of expenses which may be disallowed by a grantor agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 14--SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 30, 2020 which is the date the financial statements were available to be issued.

NOTE 15--FUTURE ACCOUNTING STANDARDS

FASB has issued ASU 2016-02, *Leases (Topic 842),* which the Entity is required to implement for the year ending December 31, 2020. Management believes that this update will have a potentially significant impact on the financial statements. The Entity will be required to recognize a right-of-use asset and a lease liability for transactions currently identified as operating leases.

SCHEDULE I
NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2019

Federal Granting Agency/Recipient State Agency/Grant Program/State Grant Number	Federal Catalogue Number	Total Federal Expenditures	Passed Through to Subrecipients
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
CDBG - Entitlement Grants Cluster:			
Pass Through Payments from the City of Manchester, New Hampshire			
Community Development Block Grants/Entitlement Grants	14.218	$ 3,500	$ -
Pass Through Payments from the City of Portsmouth, New Hampshire			
Community Development Block Grants/Entitlement Grants	14.218	2,005	-
Total CDBG - Entitlement Grants Cluster		5,505	-
Received directly from U.S. Treasury Department			
Fair Housing Initiatives Program	14.408		
#FPEI190019		187,500	-
#FPEI61013-01-01		75,000	-
		262,500	-
Total Department of Housing and Urban Development		268,005	-
DEPARTMENT OF JUSTICE			
Pass Through Payments from the County of Strafford, New Hampshire			
Justice Systems Response to Families	16.021	2,439	-
Received directly from U.S. Treasury Department			
Legal Assistance for Victims	16.524		
#2016-WL-AX-0037		152,057	15,782
Pass Through Payments from New Hampshire Department of Justice			
Crime Victim Assistance	16.575		
#2017VL22		169,690	48,094
#2019VVOC60		292,700	106,284
#2020VL22		324,622	-
		787,012	154,378
Violence Against Women Formula Grants	16.588		
#2018-WF-AX-0017		45,000	-
Total Department of Justice		986,508	170,160
DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Pass Through Payments from New Hampshire Bureau of Elderly and Adult Services			
Aging Cluster:			
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044		
#17AANHT3SS		128,896	-
Total Aging Cluster		128,896	-
Total Department of Health and Human Services		128,896	-
Total Expenditures of Federal Awards		$ 1,383,409	$ 170,160

See notes to schedule of expenditures of federal awards

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2019

NOTE 1--BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of New Hampshire Legal Assistance, Inc. under programs of the federal government for the year ended December 31, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of New Hampshire Legal Assistance, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of New Hampshire Legal Assistance, Inc.

NOTE 2--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting, which is described in Note 1 to New Hampshire Legal Assistance, Inc.'s financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursements.

NOTE 3--INDIRECT COST RATE

New Hampshire Legal Assistance, Inc. has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4--RELATIONSHIP TO FINANCIAL STATEMENTS

The recognition of expenditures of federal awards has been reported in the Entity's financial statements as program services and management and general expenses.

VACHON CLUKAY
& COMPANY PC

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

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditor's Report

To the Board of Directors
New Hampshire Legal Assistance, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of New Hampshire Legal Assistance, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2019, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 30, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered New Hampshire Legal Assistance, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether New Hampshire Legal Assistance, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vachon Clukay & Company PC

Manchester, New Hampshire
March 30, 2020

VACHON CLUKAY
& COMPANY PC

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

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditor's Report

To the Board of Directors
New Hampshire Legal Assistance, Inc.

Report on Compliance for Each Major Federal Program

We have audited New Hampshire Legal Assistance, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on New Hampshire Legal Assistance, Inc.'s major federal program for the year ended December 31, 2019. New Hampshire Legal Assistance, Inc.'s major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for New Hampshire Legal Assistance, Inc.'s major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about New Hampshire Legal Assistance, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of New Hampshire Legal Assistance, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, New Hampshire Legal Assistance, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2019.

Report on Internal Control Over Compliance

Management of New Hampshire Legal Assistance, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered New Hampshire Legal Assistance, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Vachon Clukay & Company PC

Manchester, New Hampshire
March 30, 2020

New Hampshire Legal Assistance, Inc.
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2019

Section I--Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	*Unmodified*			
Internal control over financial reporting:				
Material weakness(es) identified?	______	yes	X	no
Significant deficiency(ies) identified?	______	yes	X	none reported
Noncompliance material to financial statements noted?	______	yes	X	no

Federal Awards

Internal Control over major federal programs:				
Material weakness(es) identified?	______	yes	X	no
Significant deficiency(ies) identified?	______	yes	X	none reported
Type of auditor's report issued on compliance for major federal programs:	*Unmodified*			
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	______	yes	X	no

Identification of major federal program(s):

CFDA Number(s)	Name of Federal Program or Cluster
16.575	Crime Victim Assistance

Dollar threshold used to distinguish between Type A and Type B programs: $ 750,000

Auditee qualified as low-risk auditee?	X	yes	______	no

Section II--Financial Statement Findings

There were no findings relating to the financial statements required to be reported by GAGAS.

Section III--Federal Award Findings and Questioned Costs

There were no findings and questioned costs as defined under 2 CFR 200.516(a).

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2019

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
ASSETS				
CURRENT ASSETS:				
Cash and equivalents	$ 546,413	$ 98,695		$ 645,108
Cash, restricted	130,253			130,253
Investments	875,059			875,059
Grants and contracts receivable	2,173,248			2,173,248
Contributions receivable, net	96,604	30,954	$ (88,240)	39,318
Prepaid expenses	33,127			33,127
Security deposits	13,850			13,850
TOTAL CURRENT ASSETS	3,868,554	129,649	(88,240)	3,909,963
NONCURRENT ASSETS:				
Property and equipment (net)	271,863			271,863
TOTAL NONCURRENT ASSETS	271,863	-	-	271,863
TOTAL ASSETS	$ 4,140,417	$ 129,649	$ (88,240)	$ 4,181,826
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	$ 55,979	$ 128,649	$ (88,240)	$ 96,388
Accrued expenses	196,372			196,372
Deposits held for others	130,253			130,253
Current portion of note payable	5,000			5,000
TOTAL CURRENT LIABILITIES	387,604	128,649	(88,240)	428,013
TOTAL LIABILITIES	387,604	128,649	(88,240)	428,013
NET ASSETS:				
Without donor restrictions:				
Undesignated	832,017			832,017
Board designated operating reserve	550,000			550,000
With donor restrictions:				
Purpose restrictions	543,538	1,000		544,538
Time restrictions for future periods	1,827,258			1,827,258
TOTAL NET ASSETS	3,752,813	1,000	-	3,753,813
TOTAL LIABILITIES AND NET ASSETS	$ 4,140,417	$ 129,649	$ (88,240)	$ 4,181,826

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2018

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
ASSETS				
CURRENT ASSETS:				
Cash and equivalents	$ 480,826	$ 135,920		$ 616,746
Cash, restricted	25,443			25,443
Investments	700,000			700,000
Grants and contracts receivable	3,071,962			3,071,962
Contributions receivable	110,085	20,550	$ (102,904)	27,731
Prepaid expenses	37,422			37,422
Security deposits	13,850			13,850
TOTAL CURRENT ASSETS	4,439,588	156,470	(102,904)	4,493,154
NONCURRENT ASSETS:				
Property and equipment (net)	261,832			261,832
TOTAL NONCURRENT ASSETS	261,832	-	-	261,832
TOTAL ASSETS	$ 4,701,420	$ 156,470	$ (102,904)	$ 4,754,986
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	$ 35,763	$ 155,470	$ (102,904)	$ 88,329
Accrued expenses	170,474			170,474
Deposits held for others	25,443			25,443
Current portion of note payable	11,000			11,000
TOTAL CURRENT LIABILITIES	242,680	155,470	(102,904)	295,246
NONCURRENT LIABILITIES:				
Note payable, less current portion	6,000			6,000
TOTAL NONCURRENT LIABILITIES	6,000	-	-	6,000
TOTAL LIABILITIES	248,680	155,470	(102,904)	301,246
NET ASSETS:				
Without donor restrictions:				
Undesignated	767,899			767,899
Board designated operating reserve	500,000			500,000
With donor restrictions:				
Purpose restrictions	796,338	1,000		797,338
Time restrictions for future periods	2,388,503			2,388,503
TOTAL NET ASSETS	4,452,740	1,000	-	4,453,740
TOTAL LIABILITIES AND NET ASSETS	$ 4,701,420	$ 156,470	$ (102,904)	$ 4,754,986

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Activities
For the Year Ended December 31, 2019

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	$ 326,667			$ 326,667
Government grants and contracts	1,293,160			1,293,160
United Ways	43,333			43,333
Contributions - Foundations and Other	206,712			206,712
Contributions - Campaign for Legal Services	152,504	$ 350,350	$ (152,504)	350,350
Case revenue	43,419			43,419
Investment income	25,179			25,179
Net assets released from donor restrictions	2,503,589			2,503,589
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	4,594,563	350,350	(152,504)	4,792,409
EXPENSES:				
Program services:				
Domestic violence project	1,360,361			1,360,361
Housing justice project	559,071			559,071
Senior law project	373,543			373,543
Public benefits	205,384			205,384
Youth law project	87,385			87,385
Other civil legal services	1,234,307			1,234,307
Total program services	3,820,051	-	-	3,820,051
Supporting services:				
Fund raising		350,350	(152,504)	197,846
Management and general	660,394			660,394
Total supporting services	660,394	350,350	(152,504)	858,240
TOTAL EXPENSES	4,480,445	350,350	(152,504)	4,678,291
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	114,118	-	-	114,118
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS				
New Hampshire Bar Foundation - IOLTA	233,333			233,333
Government grants and contracts	1,245,664			1,245,664
United Ways	48,542			48,542
Contributions - Foundations and Other	162,005			162,005
Net assets released from donor restrictions	(2,503,589)			(2,503,589)
DECREASE IN NET ASSETS WITH DONOR RESTRICTIONS	(814,045)	-	-	(814,045)
CHANGE IN NET ASSETS	(699,927)	-	-	(699,927)
NET ASSETS - January 1	4,452,740	1,000	-	4,453,740
NET ASSETS - December 31	$ 3,752,813	$ 1,000	$ -	$ 3,753,813

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Activities
For the Year Ended December 31, 2018

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	$ 314,998			$ 314,998
Government grants and contracts	726,148			726,148
United Ways	59,547			59,547
Contributions - Foundations and Other	336,033			336,033
Contributions - Campaign for Legal Services	180,727	$ 370,457	$ (180,727)	370,457
Case revenue	66,355			66,355
Investment income	7,405			7,405
Net assets released from donor restrictions	2,569,310	6,000		2,575,310
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	4,260,523	376,457	(180,727)	4,456,253
EXPENSES:				
Program services:				
Domestic violence project	831,881			831,881
Housing justice project	641,909			641,909
Senior law project	443,004			443,004
Youth law project	146,025			146,025
Other civil legal services	1,460,473			1,460,473
Total program services	3,523,292	-	-	3,523,292
Supporting services:				
Fund raising	17,692	375,457	(180,727)	212,422
Management and general	507,195			507,195
Total supporting services	524,887	375,457	(180,727)	719,617
TOTAL EXPENSES	4,048,179	375,457	(180,727)	4,242,909
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	212,344	1,000	-	213,344
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS				
New Hampshire Bar Foundation - IOLTA	225,002			225,002
Government grants and contracts	1,133,778			1,133,778
United Ways	50,023			50,023
Contributions - Foundations and Other	405,088			405,088
Net assets released from donor restrictions	(2,569,310)	(6,000)		(2,575,310)
DECREASE IN NET ASSETS WITH DONOR RESTRICTIONS	(755,419)	(6,000)	-	(761,419)
CHANGE IN NET ASSETS	(543,075)	(5,000)	-	(548,075)
NET ASSETS - January 1	4,995,815	6,000	-	5,001,815
NET ASSETS - December 31	$ 4,452,740	$ 1,000	$ -	$ 4,453,740

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors (Updated February 2020)

KILE ADUMENE (Secretary)	Manchester Community Health Center	145 Hollis St., Manchester, 03101	603-820-2121	kadumene@gmail.com
JOHN T. BEARDMORE (Treasurer)	Fidelity Investments			John.Beardmore@fmr.com
GEORGE DANA BISBEE, Esq. (Co-Chair)				
DEBORAH BUTLER, CPA (VP)	Deborah Butler, CPA 1911 Office	P.O. Box 323, 20 Central Sq., Keene, 03431	603-352-2448	dbutler@mcmxi.com
LAUREN SNOW CHADWICK, Esq.	National Education Association			
MICHAEL DELANEY, Esq.	McLane Middleton	900 Elm St., P.O. Box 326 Manchester, 03105-0326	603-625-6464	michael.delaney@mclane.com
(SAMANTHA ELLIOTT, Esq.) (VP-LARC) (LARC Board only)	Gallagher, Callahan & Gartrell, P.C.	214 North Main St., P.O. Box 1415 Concord, 03302-1415	603-228-1181	elliott@gcglaw.com
CLAIRE H. GAGNON, CPA	Easterseals NH	555 Auburn St., Manchester, 03103	603-621-3559	cgagnon@eastersealsnh.org
MARGARET GOODLANDER, Esq.				
ELIZABETH GREENWOOD				
DOUGLAS P. HILL, Esq.				
ANNE JENNESS, Esq.	Gallagher, Callahan & Gartrell, P.C.	214 North Main St., P.O. Box 1415 Concord, 03302-1415	603-545-3622	jenness@gcglaw.com
QUINN KELLY, Esq. (Treasurer)	Boyle, Shaughnessy & Campo PC	650 Elm St., Suite 404 Manchester, 03101	603-668-6216	qkelley@bsctrialattorneys.com
MICHAEL S. LEWIS, Esq.	Rath, Young & Pignatelli, PC	One Capital Plaza, P.O. Box 1500 Concord, 03302-1500	603-226-2600	msl@rathlaw.com
SINDISO MNISI WEEKS, LLB, Ph.D.	University of Massachusetts-Boston	100 Morrissey Blvd. Boston, MA 02125		
REBECCA NANN	Holistic Therapeutic Arts			
JOHN J. PELLETIER, SR.				
DEBORAH KANE REIN, Esq. (Co-Chair)	Hess Gehris Solutions	95 N. State St. Concord, 03301	603-724-5081	deborah@hessgehris.com
TALESHA SAINT-MARC, Esq.	Bernstein Shur	670 N. Commercial St., PO Box 1120 Manchester, NH 03105-1120	603-665-8814	tsaintmarc@bernsteinshur.com
ERIN VANDEN BORRE, Esq.	Orr & Reno, PA	45 South Main St., Ste. 400 P.O. Box 3550, Concord, 03302-3550	603-568-8764 cell	EvandenBorre@orr-reno.com

CHERYL S. STEINBERG

EXPERIENCE:

NEW HAMPSHIRE LEGAL ASSISTANCE, Concord, New Hampshire

Director, Senior Citizens Law Project, May 2010 – present

Oversee project activities, represent clients focusing on illegal and abusive debt collection practices, financial exploitation and nursing home/assisted living discharges, and provide training and outreach.

Development Director, October 2006 – September 2010

Responsible for grant writing, research and management, and overseeing individual fundraising campaign.

Staff/Directing Attorney, January 1999 – August 2007

Served in several capacities including general staff attorney, attorney/manager for the Senior Legal Advice Line, and project director for the New Hampshire Health Law Collaborative.

DISABILITY RIGHTS CENTER-NH, Concord, New Hampshire
Staff Attorney, January 1997 – December 1998

Represented persons with disabilities in a variety of civil legal matters, including special education law.

CONNOR AND KITCHEN, Manchester, New Hampshire
Of Counsel, August 1996 – January 1997

Represented persons in family and special education law matters.

LAW OFFICES OF ROBERT V. JOHNSON, II, Concord, New Hampshire
Associate, October 1995 – July 1996

Represented persons in a wide range of matters including personal injury, workers' compensation, probate and family law.

CHAMBERLAIN AND CONNOR, Manchester, New Hampshire
Associate, August 1993 – October 1995

Represented persons in family law matters with a concentration in child advocacy and special education law.

THE HONORABLE SHANE DEVINE, SENIOR JUDGE
UNITED STATES DISTRICT COURT, Concord, New Hampshire
Extern, September 1992 – May 1993

Performed legal research and drafted court orders on a wide range of legal issues.

EDUCATION:

FRANKLIN PIERCE LAW CENTER, Concord, New Hampshire
Juris Doctor, May 1993

SOUTHERN ILLINOIS UNIVERSITY, Carbondale, Illinois
Bachelor of Arts, Sociology, August 1983

Honors: Sociology Major Honors Award

BAR ADMISSION AND PROFESSIONAL ASSOCIATIONS:

Admitted to New Hampshire Bar, October 1993; member, National Academy of Elder Law Attorneys.

RUTH HEINTZ

EDUCATION

University of California, Boalt Hall School of Law, Berkeley, CA
J.D., May 1995

Dartmouth College
B.A. cum laude with major in engineering sciences, June 1988

BAR ADMISSIONS

State Bar of California - 1996 (inactive)
State Bar of Ohio - 1997 (inactive)
State Bar of Oregon - 1999 (submitted Form A resignation in 2007)
State Bar of New Hampshire - 2004

EXPERIENCE

New Hampshire Legal Assistance, Littleton, New Hampshire
Staff Attorney, starting June 2004, *Managing Attorney*, September 2008 to present.
Represent and provide legal advice to low-income and senior clients living in northern New Hampshire with a wide variety of legal problems: housing (evictions, conditions, Section 8 terminations, fair housing); Social Security and Medicaid; family law (divorce, custody and visitation, child support, domestic violence restraining orders); unemployment compensation and other public benefits; utilities; and other matters. Appear in state and federal courts and at administrative hearings.

Southeastern Ohio Legal Services, Portsmouth, Zanesville, and Newark, Ohio
Staff Attorney, May 1996 to March 1999, April 2001 to May 2004.
Represented and provided legal advice to low-income clients living in rural Ohio with a wide variety of legal problems: family law (divorce, custody and visitation, child support, domestic violence); housing (evictions, conditions, rent escrow, land installment contracts, foreclosures); consumer law including predatory lending and debt collection; utilities; Social Security, unemployment compensation, and other public benefits; special education; wills; and other matters. Member of the "housing team" and "predatory lending team" to strategize and address concerns of low-income people. Appeared in state and federal courts and at administrative hearings.

Legal Aid Services of Oregon, Pendleton, Oregon
Staff Attorney, April 1999 to April 2001.
Represented and provided legal advice primarily to members and other Native American residents of the Umatilla Indian Reservation in various areas of poverty law and Indian law. Appeared in tribal and state courts and at administrative hearings.

San Francisco Neighborhood Legal Assistance Foundation, San Francisco, California
Domestic Relations Unit Law Clerk, January 1994 to May 1995.

East Bay Community Law Center, Berkeley, California
HIV Unit Intern, January 1995 to May 1995.

Legal Aid Society of Alameda County, Oakland, California
Law Clerk, June 1993 to June 1994.

Family Violence Law Center, Berkeley, CA
Volunteer, Spring and Summer 1993.

Tongass Alaska Girl Scout Council, Juneau, AK
VISTA Volunteer, November 1989 to November 1990.

GEOFFREY D. KETCHAM
New Hampshire Legal Assistance
117 North State Street, Concord, NH 03301
603-223-9750, ext. 2823 · E-mail: gketcham@nhla.org

Experience

New Hampshire Legal Assistance (NHLA), Concord, NH, 2018-present
- Managing Attorney, Concord Branch Law Office
- Supervise locally-based NHLA advocates, support staff, interns, law students, volunteers
- Statewide administrative and court advocacy and litigation
- Legislative and administrative advocacy, statewide projects, community partnerships
- New Hampshire Bar Association

Northeast Legal Aid, Inc. (Merrimack Valley Legal Services), Lowell, MA, 2004-2018
- Staff Attorney, housing, family/domestic relations, elder & public benefits
- Caretakers of Children at Risk (CCR) Project Coordinator (2017-2018)
- Northeast Housing Court Lawyer for a Day Program Coordinator (2014-2017)
- Housing Unit Head (2014-2017)
- Training/mentoring new staff; AmeriCorps supervisor; supervise interns, law students
- Administrative and court advocacy and litigation
- Strategic Planning, Merger, Private Attorney Involvement & Needs Assessment committees
- Assist with grant compliance and development
- Greater Lowell Bar Association

Gordon College, Wenham, MA, Adjunct Professor, 2015
- Department of Political Science; Course Title: Law and Society

Legal Aid of East Tennessee, Inc., (Knoxville Legal Aid Society), Knoxville, TN, 1999-2003
- Staff Attorney, public benefits, consumer & general practice
- Administrative and court advocacy and litigation
- Community presentations & outreach; develop & edit program publications
- Tennessee Alliance of Legal Services (TALS) task forces
- Knoxville Bar Association
- Retired and Senior Volunteer Program (RSVP) Advisory Council
- Full Service Schools Project, Detainer Project, Saturday Bar, Veterans Stand Down, Fresh Start classes, Urban League seminars

The Neal Law Firm, Knoxville, TN, 1998-1999, Associate, general civil practice

Bar Admissions: Tennessee, 1998; Eastern District of Tennessee (U.S. District Court), 2003; Massachusetts, 2005, (2004 pursuant to Rule 3:04); New Hampshire, 2019; United States District Court, District of New Hampshire, 2019

Education

Doctor of Jurisprudence, University of Tennessee College of Law, Knoxville, TN, 1998
Bachelor of Arts in History, Gordon College, Wenham, MA, 1994

Contributions to Legal Field & Community

- Legal Tactics (MA tenant rights publication) Author & Reviewer (2017-2018)
- Commission on the Status of Grandparents Raising Grandchildren panel member (2018)
- Northeast Housing Court Lawyer for a Day Program Training (2006-2017)
- Northeast Housing Court Tenancy Preservation Program Advisory Group (2014-2018)
- Massachusetts Society for the Prevention of Cruelty to Children presentation (2014)
- Greater Lowell Education and Advocacy Network (GLEAN) Advisory Team (domestic violence high risk group) (2012-2014)
- Middlesex Community College, Work Readiness Program presentation (2008)
- Community presentations & outreach; develop & edit program publications

Training Opportunities

- New Hampshire Bar Association, Continuing Legal Education
- NHLA Trial Skills and Substantive programs
- Massachusetts Legal Assistance Corporation programs
- Massachusetts Continuing Legal Education programs
- Massachusetts Legal Reform Institute, Inc. programs
- American Bar Association Litigation training for Legal Services Advocates
- National Institute for Trial Advocacy litigation training
- National Consumer Law Center consumer rights conference
- TALS conferences
- Tennessee Commission on Continuing Legal Education

Other Involvement

- New England Academy, Beverly, MA, Advisory Board Member (past)
- First Congregational Church, Kingston, NH, music director
- Legal Aid Staff Association, officer, member, committee chair/member (TN & MA)
- Town & Timberlane Youth Recreational Athletics, YMCA coach and volunteer
- Timberlane Music Association, member and volunteer

Candace Cappio Gebhart

SUMMARY

Skilled paralegal with broad-based experience. Demonstrated ability to handle high volume caseload effectively and consistently. Proficiency in legal research and writing. Excellent communicator. Keen organizational and administrative skills. Exceptionally detail orientated.

PROFESSIONAL EXPERIENCE

NEW HAMPSHIRE LEGAL ASSISTANCE; Manchester, NH — October 2005 - present
PARALEGAL
Provide support to staff attorneys and direct legal services to low-income and elderly clients in the areas of housing, bankruptcy, local welfare, and public benefits. Responsibilities include providing counsel and advice to and extended representation of clients in subsidized housing, local welfare and public benefit matters; extensive preparation of motions, memoranda or points and authorities, discovery requests and responses thereto, summaries of depositions and medical records, case chronologies, and the like. Attend depositions and court hearings, prepare trial and oral argument notebooks, prepare exhibits for trial, draft Q & A, prepare clients for trial. Give presentations about landlord and tenant law, local welfare, property tax relief, etc., to low-income and elderly service providers and the public.

ORR & RENO, PA, Concord, New Hampshire — August 2004 - October 2005
PARALEGAL
Legal and factual research to support Litigation Department consisting of eleven full-time litigators; directly assigned to the Litigation Department Director and three attorneys. Responsibilities include extensive preparation of motions, memoranda or points and authorities, discovery requests and responses thereto, summaries of depositions and medical records, case chronologies, and the like. Attend depositions and court hearings, prepare trial and oral argument notebooks, prepare exhibits for trial, draft Q & A, prepare clients for trial. Average monthly billable hours: 122.

OTTIS, COAN & STEWART, LLC; Greeley, Colorado — 2001 - July, 2004
LEGAL ASSISTANT
Assist partner in preparation of real estate documents, primarily for subdivisions (development agreements, covenants, homeowner association documents); responsible for preparation of mechanic's lien documents, demand letters for collection and, when necessary, pleadings for same (complaint, motions for default judgment, etc.).

LAW OFFICES OF ZILDA MCCAUSLAND & EILER & AICKLEN, LLC; Santa Rosa, California — 2000 - 2001
LEGAL ASSISTANT
Legal and factual research for a family law practitioner (McCausland) and the satellite office of a firm specializing in defense of personal injury litigation matters. Approximately 40% of Ms. McCausland's caseload was in the representation of non-English speaking children during the term of dependency and neglect proceedings.

HATHAWAY, SPEIGHT & KUNZ, LLC; Cheyenne, Wyoming — 1998 - 2000

LEGAL ASSISTANT
Assisted partner whose practice comprised of serving as bond counsel on public financing transactions throughout the State of Wyoming. Directly responsible for the preparation of resolutions, trust indentures, agency agreements, and myriad closing documents for the issuance of bonds through public offering and private placement.

BOULDER COUNTY LEGAL SERVICES; Boulder, Colorado 1990 - 1994
PRO BONO COORDINATOR/PARALEGAL
Implemented, coordinated, recruited, and maintained the volunteer attorney program (approximately 350 attorneys) through community outreach, technical assistance, case follow-up and support. Responsible for interview, selection, and scheduling of non-attorney volunteers (approximately 20 paralegals). Developed, updated, and produced specific training seminars and materials for both groups and other agency programs related to low-income client population and BCLS program needs. Participated in agency and community meetings regarding legal issues, rights and/or services by providing information that was clear, knowledgeable, and supported with appropriate materials. Worked cooperatively with the Boulder County Bar Association, Department of Social Services, and other agencies and organizations in developing strategies to effectively advocate for low-income populations. Demonstrated ability to handle high volume caseload effectively and consistently (annually: referred approximately 600 cases to private bar and opened 25 cases personally) while supervising administrative office personnel and tasks to maintain and enhance effective operation of the program.

ADDITIONAL RELEVANT EXPERIENCE

CITY ATTORNEY'S OFFICE; Boulder, Colorado 1988 - 1990
LEGAL ASSISTANT

NATIONAL WILDLIFE FEDERATION; Washington, D.C. 1985 - 1988
LEGAL ASSISTANT

ACHIEVEMENTS

TWIN PINE RANCH; Wheatland, Wyoming
FATHING RANCH, Iron Mountain, Wyoming
RANCH HAND

NOMINATED BY THE BOULDER BAR ASSOCIATION AND THE BOULDER WOMEN'S BAR ASSOCIATION FOR THE COLORADO BAR ASSOCIATION'S JACOB V. SCHAETZEL AWARD {*demonstrated dedication to the development and delivery of legal services to the poor*} 1994

JOFFREY BALLET 1963 - 1970

EDUCATION

GEORGE WASHINGTON UNIVERSITY; Washington, D.C.
Legal Assistant Certificate

PRATT INSTITUTE: Brooklyn, NY.
Bachelor Industrial Design

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cheryl Steinberg	SLP Director	107,537	36.9%	$39,706
Ruth Heintz	Managing Attorney	107,537	9.2%	$9,926
Geoff Ketcham	Managing Attorney	102,268	9.2%	$9,440
Candace Gebhart	Staff Paralegal	74,315	9.2%	$6,860

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Jeffrey A. Meyers
Commissioner

Deborah D. Scheetz
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 24, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to exercise a renewal option and amend an existing contract with New Hampshire Legal Assistance (Vendor #154648), 117 North State Street, Concord, New Hampshire for the continuation of Legal Services to eligible adults, age sixty (60) or older, by increasing the price limitation by $182,802.77 from $ $396,955.69 to an amount not to exceed $579,758.46 and by extending the contract completion date from June 30, 2019 to September 30, 2020, effective upon Governor and Executive Council approval. This agreement was originally approved by the Governor and Executive Council on October 26, 2016 (item #13), and subsequently amended on January 10, 2018 (item #15). 85% Federal Funds, 15% General Funds.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year (SFY) 2020 and SFY 2021 with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 85% FEDERAL, 15% GENERAL

Fiscal Year	Class	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	Social Service Contracts	48130310	$104,471.25	$0	$104,471.25
2018	540-500382	Social Service Contracts	48130310	$146,242.22	$0.00	$146,242.22
2019	540-500382	Social Service Contracts	48130310	$146,242.22	$0.00	$146,242.22
2020	540-500382	Social Service Contracts	48130310	$0.00	$146,242.22	$146,242.22
2021	540-500382	Social Service Contracts	48130310	$0.00	$36,560.55	$36,560.55
			TOTALS	**$396,955.69**	**$182,802.77**	**$579,758.46**

EXPLANATION

The purpose of this request is to allow the Department to continue to provide legal services, as outlined in Section 307 (11) (A) of the Older Americans Act, for adults age sixty (60) and older, who are not on Medicaid, and demonstrate a need.

Legal services provided by the Contractor help older individuals secure and maintain their independence as well as sustain their health and quality of life. Services include legal advice and counseling to eligible individuals, litigation by attorneys, and paralegal services to address questions and concerns that are civil in nature. Issues addressed may include, but are not limited to, consumer concerns, family matters, housing issues, public assistance benefits, utility shut-offs, and problems related to nursing home care or residential care services. Legal services also include representation at hearings when necessary.

If approved, this renewal request will assist the Department in ensuring the Contractor continues to demonstrate positive outcomes related to the performance measures identified in the initial scope of work approved by Governor and Council on October 26, 2016 (item #13). Performance measures include:

- Number of legal advice, counseling, and litigations activities;
- Number of legal representation activities provided at hearings or in court; and
- Ensuring public awareness though outreach and education.

The original contract was competitively bid.

As referenced in the Exhibit C-1, and revisions to General Provisions of the Contract are that the Department reserves the right to extend contract services for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and approval from the Governor and Executive Council. The Department exercised a renewal option to extend services by nine (9) months, approved by the Governor and Executive Council on January 10, 2018 (item #15). Through this request, the Department is exercising a second (2nd) and final renewal option for the remaining fifteen (15) months; leaving no months remaining.

Should the Governor and Executive Council not approve this request, legal services provided to low income elderly clients may be reduced or eliminated which could jeopardize their ability to remain in their homes and communities. In addition, not approving this request may result in the need for more-costly, long-term care services in traditional nursing homes or through community-based care programs.

Population and area to be served: Statewide, approximately 1,500 individuals will be served from July 1, 2019 through September 30, 2020.

Source of Funds: 85% Federal Funds from the United States Department of Health and Human Services; Administration for Community Living, Older Americans Act Title III – Grants for Supportive Services, Catalog of Federal Domestic Assistance (CFDA) #93.044 and Federal Award Identification #17AANHT3SS and 15% General Funds.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Legal Services Contract

This 2nd Amendment to the Legal Services contract (hereinafter referred to as "Amendment #2") dated this 16 day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Legal Assistance (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 117 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 26, 2016, (Item #13), as amended on January 10, 2018 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3; the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services.

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2020

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $579,758.46

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631

5. Delete Exhibit K, DHHS Information Security Requirements (6/2017) in its entirety and replace with Exhibit K, DHHS Information Security Requirements (v5 10.09.18).

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

4/25/19
Date

Name: Deborah D. Schletz
Title: Director, Division Long Term Supports and Services

New Hampshire Legal Assistance

4/19/2019
Date

Name: Sarah Mattson Dustin, Esq.
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 4/19/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Brenda G. Kirk
Signature of Notary Public or Justice of the Peace

Brenda G. Kirk
Name and Title of Notary or Justice of the Peace

My Commission Expires: 9/17/19

BRENDA G. KIRK, Notary Public
State of New Hampshire
My Commission Expires September 17, 2019

New Hampshire Department of Health and Human Services
Legal Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/3/2019
Date

Name: Nancy J. Smith
Title: Senior Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _______________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

____
Date

____
Name:
Title:

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4912 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 14, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human services, Division of Long Term Supports and Services, Bureau of Elderly and Adults Services, to exercise a retroactive renewal option and amend an existing contract with New Hampshire Legal Assistance (Vendor #154648), 117 North State Street, Concord, New Hampshire, for the continuation of legal services to eligible adults, age sixty (60) or older and to issue a legislatively appropriated rate increase for these services by increasing the price limitation by $118,365.69 from $278,590.00 to an amount not to exceed $396,955.69, and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective retroactive to July 1, 2017 upon Governor and Executive Council approval. The original agreement was approved by the Governor and Executive Council on October 26, 2016, Item #13. 85% Federal Funds and 15% General Funds.

Funds to support this request are available in the following account in State Fiscal Year 2018 and 2019 with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING, GRANTS

Fiscal Year	Class	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540	Social Service Contracts	48130310	$104,471.25	$0	$104,471.25
2018	540	Social Service Contracts	48130310	$139,295.00	$6,947.22	$146,242.22
2019	540	Social Service Contracts	48130310	$34,823.75	$111,418.47	$146,242.22
			TOTALS	$278,590.00	$118,365.69	$396,955.69

EXPLANATION

This request is retroactive to July 1, 2017 because the New Hampshire Legislature appropriated, in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%), for the one-half hour rate, for legal services to eligible adults, age sixty (60) or older, who meet the Title III Older Americans Act requirements.

Legal services provided assist with supporting older individuals to secure and maintain their independence as well as their health and quality of life. Services include legal advice and counseling services to eligible individuals, as well as litigation by attorneys and paralegals, to address questions and concerns that are civil in nature. Issues addressed may include, but are not limited to, consumer concerns; family matters; housing issues; public assistance benefits and utility shut-offs; and problems related to nursing home care or residential care services. Legal Services also include representation at hearings, when necessary.

The original contract was awarded on October 26, 2016 through a competitive bid process and contains language in the Exhibit C-1, Revisions to General Provisions, that reserves the Department's right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates for the provision of legal services, and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area to be Served: Statewide

Source of Funds: 15% General Funds and 85% Federal Funds from the United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III – Grants for Supportive Services, Catalog of Federal Domestic Assistance (CFDA) #93.044 and Federal Award Identification #17AANHT3SS.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Christine L. Santaniello
Director

Approved by: Jeffrey A. Meyers
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Legal Services Contract

This 1st Amendment to the Legal Services contract (hereinafter referred to as "Amendment #1") dated this 25th day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Legal Assistance (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 117 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 26, 2016 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the one-half hour service rate, extend the completion date by nine (9) months, and increase the price limitation;

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

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019
2. General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $118,365.69 from $278,590.00 to $396,955.69
3. Amend Form P-37, Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B, Method and Conditions Precedent to Payment, Item #1 and replace with:
    1. The State shall pay the Contractor twenty-nine dollars and twenty-six cents ($29.26) per one-half (1/2) hour in an amount not to exceed the Price Limitation, block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
6. Add Exhibit K DHHS Information Security Requirements
7. Add Attachment A – Amendment #1

New Hampshire Department of Health and Human Services
Legal Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/15/17
Date

Christine Santaniello, Director
Division of Long Term Supports and Services

New Hampshire Legal Assistance

12/4/17
Date

Name: Lynne M Parker
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 12/4/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Brenda G. Kirk
Name and Title of Notary or Justice of the Peace

My Commission Expires: 9/17/19

BRENDA G. KIRK, Notary Public
State of New Hampshire
My Commission Expires September 17, 2019

New Hampshire Department of Health and Human Services
Legal Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/21/17
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ______________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.

   2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce. Breach notifications will be sent to the following email addresses:

         2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

         2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

Attachment A – Amendment #1

ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service units or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Contractor named below, I certify that the Contractor named below will use the increase in funding exclusively to increase the one-half hour rate for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Lynne M. Parker, Executive Director, New Hampshire Legal Assistance

Name, Title, and Agency Name

Lynne M Pa

Signature

12/4/17

Date

13 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

September 14, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human services, Bureau of Elderly and Adults Services, to enter into a **retroactive** agreement with New Hampshire Legal Assistance (Vendor #154648), 117 North State Street, Concord, New Hampshire for the provision of Legal Services to adults age sixty (60) and older, in an amount not to exceed $278,590 effective October 1, 2016, upon Governor and Executive Council approval through September 30, 2018. 85% Federal Funding and 15% General Funds.

Funds to support this request are available in the following account in State Fiscal Year 2017 and anticipated to be available in State Fiscal Years 2018 and 2019 upon availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING, GRANTS (85% Federal Funds; 15% General Funds)

Fiscal Year	Class	Activity Code	Class Title	Amount
2017	540	500382	Social Service Contracts	$104,471.25
2018	540	500382	Social Service Contracts	$139,295.00
2019	540	500382	Social Service Contracts	$34,823.75
			TOTAL:	**$278,590.00**

EXPLANATION

This request is **retroactive** as a result of the need for the Department to prioritize the completion of contracts for substance use disorder services that were time sensitive. The RFA for legal services in this contract was delayed until after the start of State Fiscal Year 2017.

The purpose of this agreement is for the provision of legal services which will allow the Department to assist elderly secure and maintain their independence, health and quality of life, increase their financial literacy and help prevent identify theft and financial exploitation, while remaining in their homes and communities. Services are provided to eligible adults, age sixty (60) or older, who meet the Title III Older Americans Act requirements and have the greatest economic and/or social needs.

The selected vendor shall provide services to eligible individuals who require legal advice, counseling and litigation by attorneys and paralegals to address questions and concerns of a civil nature related to consumer problems; family matters; healthcare; public or private housing. Additionally, the selected vendor shall provide legal advice and counseling relative to the Supplemental Nutrition Assistance Program; public assistance benefits and utility shut-offs as well as problems related to nursing home care or residential care services. Legal Services also include representation at hearings or in court by attorneys, when necessary.

A Request for Application was posted on the Department's website from July 12, 2016 to August 11, 2016. One (1) application was received. A team of individuals with extensive program knowledge reviewed the application. The vendor was selected. The bid summary is attached.

The agreement contains language that allows the Department the right to renew the contracts for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and approval by Governor and Executive Council.

Should the Governor and Executive Council not approve this request, Legal Services provided to low income elderly clients may be reduced or eliminated which may jeopardize their ability to remain in their homes and communities. This may result in requiring more costly long-term care services in traditional nursing homes or through community based care programs.

Area to be Served: Statewide

Source of Funds:

15% General Funds and 85% Federal Funds from the United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III – Grants for Supportive Services, Catalog of Federal Domestic Assistance (CFDA) #93.044 and Federal Award Identification #17AANHT3SS.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:
Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Legal Services (Title III Program)
RFA Name

RFA-2017-BEAS-04-Legal
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. New Hampshire Legal Assistance		100	100
2. 0		100	0
3. 0		100	0
4. 0		100	0
5. 0		100	0
6. 0		100	0
7. 0		100	0

Reviewer Names

1. Tracey Tarr, Administrator II
2. Rob Berry, Legal Coordinator, DHHS, Ofc of Program Support
3. Margaret Morrill, Program Specialist III
4.
5.
6.
7.
8.
9.

FORM NUMBER P-37 (version 5/8/15)

Subject: Legal Services (RFA-2017-BEAS-04-Legal)

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 Department of Health and Human Services Bureau of Elderly and Adult Services		1.2 State Agency Address 129 Pleasant Street Manchester, NH 03301	
1.3 Contractor Name New Hampshire Legal Assistance		1.4 Contractor Address 117 North Main Street Concord, NH 03301	
1.5 Contractor Phone Number 603-206-2226	1.6 Account Number 05-95-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $278,590
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Lynne M Parker		1.12 Name and Title of Contractor Signatory Lynne M. Parker Executive Director	
1.13 Acknowledgement: State of N.H., County of Merrimack On August 31, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Brenda L Grant [Seal] BRENDA L. GRANT Notary Public State of New Hampshire My Commission Expires January 18, 2021			
1.13.2 Name and Title of Notary or Justice of the Peace Brenda L. Grant, Administrative Manager, Concord Office, NHLA			
1.14 State Agency Signature MRyan Date: 9/14/16		1.15 Name and Title of State Agency Signatory Maureen Ryan Director, Office of Human Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Megan A. Yeck - Attorney On: 9/14/16			
1.18 Approval by the Governor and Executive Council *(if applicable)* By: On:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials LMP
Date 8/31/16

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials LMP
Date 8/31/16

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials LMP
Date 8/3/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. **Population**

2.1.1. The Contractor shall provide Legal Services, pursuant to the Older Americans Act Title III Services/Programs http://www.aoa.gov/AoA_programs/OAA/oaa.aspx#t3, to individuals who reside in independent living settings and who meet the following eligibility criteria:

2.1.1.1. Individuals who are not already receiving the same or similar services through one of Department's Medicaid Waiver Programs, who are eligible for other NH Medicaid services; or

2.1.1.2. Individuals who are receiving the same or similar services through the Veterans' Administration.

2.1.1.3. Individuals age 60 and older with the most economic or social needs as described in the Older Americans Act Title III Services (Older Americans Act of 1965, as amended through P.L. 114-144, Enacted April 19, 2006 (Link attached: http://www.aoa.gov/AoA_programs/OAA/oaa_full.asp#_Toc153957659):

2.1.1.3.1. Title III A - Section 305,(a)(2)(E);

2.1.1.3.2. Title III B - Supportive Services;

2.1.1.4. NH Administrative Rule He-E 502 (Link attached: http://www.gencourt.state.nh.us/rules/state_agencies/he-e500.html)

2.2. **Area Served**

2.2.1. The Contractor shall provide services to eligible clients statewide.

2.3. **Service Descriptions**

2.3.1. The Contractor shall provide legal advice, counseling and litigation by attorneys and paralegals to address questions and concerns of a civil nature related to:

2.3.1.1. Consumer problems;

2.3.1.2. Family matters;

2.3.1.3. Health care;

2.3.1.4. Public/private housing;

2.3.1.5. The Supplemental Nutrition Assistance Program;

2.3.1.6. Public assistance benefits and utility shut-offs; and

2.3.1.7. Problems related to nursing home care or residential care services.

2.3.2. The Contractor shall provide legal representation at hearings or in court by attorneys, when necessary.

2.3.3. The Contractor shall provide statewide telephone access through a toll-free number.

2.3.4. The Contractor shall increase the public's awareness of this service by:

2.3.4.1. Performing community outreach and education; and

2.3.4.2. Providing materials available as written or electronic to increase individuals' awareness of their legal rights and of available legal services.

2.3.5. The Contractor may provide services to nursing home residents or individuals living in a residential care setting.

2.4. Client Access to Services

2.4.1. Individuals access services described in this contract through the following ways:

2.4.1.1. Client directly applies for or requests services:

2.4.1.1.1. The Contractor shall determine eligibility for these services in accordance with the rules and requirements of Title III Services. The Contractor shall determine eligibility of the individual and provide written notice of eligibility within forty-five (45) days from the date eligibility was determined, indicate what services are to be provided, at what frequency and indicate the beginning and end dates for the individual's period of eligibility.

2.4.1.2. Client referred by Adult Protection Services (APS) http://www.ncea.aoa.gov/Stop_Abuse/Partners/APS/index.aspx:

2.4.1.2.1. In the event that an individual has been referred to the Contractor by APS, the Contractor shall not take an application, determine or re-determine the individual's eligibility, or issue eligibility notifications, in accordance with the NH Administrative Rules He-E 502 http://www.gencourt.state.nh.us/rules/state_agencies/he-e500.html.

3. Staffing:

3.1. The Contractor shall adhere to the following staffing requirements:

3.1.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

3.1.2. Verify and document that all staff and volunteers have appropriate training, education, experience and orientation to fulfill the responsibilities of their respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

3.1.3. Develop a Staffing Contingency Plan and submit the plan, in writing, to the Department within thirty (30) days of approval of the Contract Agreement. The plan shall include but not be limited to:

Contractors Initials: LMP
Date: 5/31/16

3.1.3.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

3.1.3.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

3.1.3.3. A description of time frames necessary for obtaining staff replacements;

3.1.3.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

3.1.3.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

4. Reporting

4.1. Reporting Requirements

4.1.1. The Contractor shall complete and submit quarterly reports on a pre-defined electronic form supplied by the Department. The report must be submitted by the 15th of the month following the quarter end date. The data will include, but not be limited to the following:

4.1.1.1. Expenses by program service provided. Service is defined as Legal Services.

4.1.1.2. Revenue by program service provided, by funding source;

4.1.1.3. Actual Units served by program service provided, by funding source;

4.1.1.4. Number of unduplicated clients served by service provided, by funding source;

4.1.1.5. Number of Title III clients served with non-BEAS funds;

4.1.1.6. Unmet need/waiting list; and

4.1.1.7. Lengths of time clients are on a waiting list.

4.2. Service Delivery Verification

4.2.1. The Contractor shall submit Service Delivery Verification reports for the following required performance measures:

4.2.1.1. Quality and Appropriateness:

4.2.1.1.1. Service Records

4.2.1.1.1.1. The number and percentage of individuals for whom a report to Adult Protection Services was made.

4.2.1.1.2. Experience

4.2.1.1.2.1. The number and percentage of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.

4.2.1.1.2.2. The contractor will indicate the reason(s) why:

4.2.1.1.2.2.1. Applicants were referred to Adult Protection Services; and

4.2.1.1.2.2.2. The number and percentage of individuals surveyed who reported their experiences with their services were not satisfactory or better.

4.2.1.1.2.3. The Contractor shall describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality of services.

4.2.1.1.3. Service Delivery

4.2.1.1.3.1. The number of open cases at the end of each reporting period;

4.2.1.1.3.2. The Contractor will indicate the reason(s) applicants did not receive their planned services; and

4.2.1.1.3.3. The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

5. Client Fees and Donations

5.1. Title III Services

5.1.1. With the exception of Subsection 5.2.1.1. of this Agreement below, NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

5.1.2. The Contractor shall report the total amount of collected donations on the quarterly report and mail/email to:

Department of Finance
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5.2. Adult Protection Services (APS)

5.2.1. Pursuant to RSA 161-F: 42 et seq., http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XII-161-F.htm, BEAS provides protection services to incapacitated adults to prevent and/or ameliorate neglect, abuse or exploitation. When BEAS determines that an individual needs protection services as described in the Adult Protection Program NH Administrative Rule He-E 700, http://www.gencourt.state.nh.us/rules/about_rules/listagencies.htm, the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services.

5.2.1.1. The Contractor providing Title III services may not charge fees or ask for donations from clients referred by the Department's Adult Protection Services (APS) Program as long as these individuals remain active recipients of adult protection services as verified by Adult Protection Services staff.

6. Adult Protection Services (APS)

6.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

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6.2. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the Contractor and identifies the client in need of protection services.

7. E-Studio Electronic Information System

7.1. The Contractor shall be required to use the Department's E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions and other critical information.

7.2. The Contractor shall identify all key personnel who will need E-Studio accounts to ensure that information from the Department can be shared with necessary agency staff. There is no cost to the Contractor for the Department to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.

7.3. The Contractor shall ensure their E-Studio account(s) are kept current and that the Department is notified when a staff member is no longer working in the program so his/her account can be terminated.

8. Criminal Background and Adult Protection Services Registry Checks

8.1. The Contractor's staff members or volunteers, who will be interacting with or providing hands-on care to individuals receiving services, are required to complete a BEAS State Registry check prior to providing services, in accordance with the requirement of RSA 161-F: 49 (http://gencourt.state.nh.us/rsa/html/XII/161-F/161-F-49.htm).

8.2. The Contractor shall conduct a New Hampshire Criminal Records background check on all agency staff as well as prospective employees or volunteers, funded under this contract, which may have client contact.

8.3. The Contractor, which is licensed, certified or funded by the Department, shall meet the requirements of RSA 161-F: 49, which require the submission of the names of prospective employees who may have client contact, for review against the State Adult Protection Services Registry.

9. Grievance and Appeals

9.1. The Contractor shall maintain a system for tracking, resolving and reporting client complaints regarding its services, processes, procedures and staff.

9.2. The Contractor shall develop a grievance process. Any grievances filed are to be available to the Department upon request. At a minimum the process shall include the following:

9.2.1. Client name;

9.2.2. Type of service;

9.2.3. Date of written grievance;

9.2.4. Nature/subject of the grievance;

9.2.5. Who in the agency reconsiders agency decisions;

9.2.6. What are the issues that can be addressed in the grievance process; and

9.2.7. How consumers are informed of their right to appeal or file grievances.

10. Culturally and Linguistically Appropriate Standards of Care

10.1. The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

10.1.1. Assess the ethnic/cultural needs, resources and assets of their community.

10.1.2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.

10.1.3. When feasible and appropriate, provide clients of minimal English skills with interpretation services.

10.1.4. Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.

10.1.5. When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

11. Wait Lists

11.1. The Contractor shall provide all services covered by this contract to the extent that funds, staff and/or resources for this purpose are available.

11.2. The Contractor shall maintain a wait list in accordance with the NH Administrative Rule He-E 502. http://www.gencourt.state.nh.us/rules/state_agencies/he-e500.html, when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

11.2.1.1. The individual's full name and date of birth;

11.2.1.2. The name of the service being requested;

11.2.1.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor or BEAS;

11.2.1.4. The target date of implementing the services based on the communication between the individual and the Department/Contractor;

11.2.1.5. The date upon which the individual's name was placed on the wait list shall be the date of the Notice of Decision in which the individual was determined eligible for Title III services; .

11.2.1.6. The individual's assigned priority on the wait list, determined in accordance with Subsection 16.3 below of this Agreement;

11.2.1.7. A brief description of the individual's circumstances and the services he or she needs.

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11.3. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

11.3.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;

11.3.2. Declining mental or physical health of the caregiver;

11.3.3. Declining mental or physical health of the individual;

11.3.4. Individual has no respite services while living with a caregiver;

11.3.5. Length of time on the wait list;

11.3.6. When two (2) or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date;

11.3.7. Individuals who are being served under Adult Protection Services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13;

11.3.8. Individuals with adult protection needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

11.4. When an individual is placed on the wait list, the Contractor shall notify the individual in writing.

11.5. The Contractor shall maintain the wait list for the length of the contract period and make it available to the Department upon request.

12. Notice of Failure to meet Service Obligations

12.1. In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall provide written notice of such inability at least ninety (90) days prior and shall mail it to:

Bureau Director
Bureau of Elderly and Adult Services
129 Pleasant Street
Concord, NH 03301

12.2. Examples of failure to meet service obligations may include, but are not limited to:

12.2.1. Reducing hours of operation

12.2.2. Changing a geographic service area

12.2.3. Closing or opening a site

12.3. The written notification shall include the following:

12.3.1. The reasons for the inability to deliver services;

12.3.2. How service recipients and the community will be impacted;

12.3.3. How service recipients and the community will be notified; and

12.3.4. The Contractor's plan to transition clients into other services or refer the clients to other agencies.

12.4. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

12.4.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

12.4.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;

12.4.3. The Contractor terminates a services or services for any reason;

12.4.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

13. Transition Process

13.1. The Contractor shall have a transition process for clients in the event that they may be transitioned between the Department's contracted providers and shall submit their written transition process to the Department within thirty (30) days of approval of the Contract Agreement. The process shall ensure:

13.1.1. Uninterrupted delivery of services for clients;

13.1.2. A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

14. Compliance with Laws and Regulations

14.1. The Contractor shall provide services and administration of the program in accordance with the applicable federal and state laws and Title III rules, policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

14.2. The Contractor shall be a Legal Services Corporation as defined in Section 307 (a) (11) of the Older Americans Act http://www.aoa.gov/AoA_programs/OAA/oaa_full.asp#_Toc153957659. If the Contractor is not a Legal Services Corporation, then it must coordinate its services with existing Legal Services Corporation projects in order to concentrate the use of funds to serve individuals with the greatest need.

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor twenty seven dollars and eighty seven cents ($27.87) per one-half hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for services shall be on a cost reimbursement basis for actual hours worked only.
3. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.
4. The number of hours worked per year shall not exceed twenty five hundred (2500) hours.
5. Payment for services shall be processed as follows:

   5.1 The Contractor shall submit a monthly invoice for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1, and reports identified in Exhibit A, Scope of Services, Section 9, Reporting Requirements must be submitted to:

   NH Department of Health and Human Services
   Data Management Unit
   129 Pleasant Street
   Concord, NH 03301-3857

6. Payments may be withheld pending receipt of required reports or documentation as identified in Section 5.
7. A final payment request shall be submitted no later than forty (40) days after the Contract ends. Failure to submit the invoice and accompanying documentation could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Contractor Initials LMP

Date 8/31/16

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

8/31/16
Date

Lynne M Pa
Name: Lynne M. Parker
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

9/3/16
Date

Lynne M P
Name: Lynne M. Parker
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name:

Lynne M Pa

9/31/16
Date

Name: Lynne M. Parker
Title: Executive Director

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

9/3/16
Date

Lynne M P
Name: Lynne M. Parker
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

9/3/16
Date

Lynne M. Parker
Name: Lynne M. Parker
Title: Executive Director

HEALTH INSURANCE PORTABLITY 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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

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

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

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. 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.

e. 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 (l). 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 Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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 Paragraph 10 of the standard terms and conditions (P-37) 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, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

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

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

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

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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

The State	New Hampshire Legal Assistance Name of the Contractor
[signature] Signature of Authorized Representative	[signature] Signature of Authorized Representative
Maureen Ryan Name of Authorized Representative	Lynne M. Parker Name of Authorized Representative
Director, Office of Human Services Title of Authorized Representative	Executive Director Title of Authorized Representative
9/14/16 Date	8/3/16 Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

8/31/16
Date

Lynne M Pa
Name: Lynne M. Parker
Title: Executive Director

FORM A

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

1. The DUNS number for your entity is: 112141080

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

   X NO ________ YES

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

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

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

   ________ NO ________ YES

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

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

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

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

Contractor Initials LMP

Date 6/3/16