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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

May 16, 2019

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

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter into a subgrant with New Hampshire Legal Assistance (Vendor #154648-B001) in the amount of \$363,271 from the Federal Victim of Crime Act Grant (VOCA) for the purpose of providing direct services to victims of crime effective July 1, 2019 upon Governor and Executive Council approval through September 30, 2020. 100% Federal Funds.

Funding is available in State Fiscal Year 2020 and is contingent upon the availability and continued appropriation of funds with the ability to adjust encumbrances through the Budget Office as needed and justified:

02-20-20-201510-5021	SFY 2020
Victims of Crime Act	<u>Amount</u>
072-500575, Grants Federal	\$363,271

EXPLANATION

VOCA was enacted by Congress in 1984 and it established the Crime Victims Fund. Fines paid by offenders of federal crimes are deposited into this Fund. Money from the Fund is then distributed to states for the benefit of victims of crime. In 2000, Congress placed a limit on the distribution of funds. Recently, the limit on the distribution of funds has been increasing. In FY 2013 the total limit was \$730 million, while in FY 2017 the total limit exceeded \$2 billion. Thus, all states, including New Hampshire, have received substantial increases in VOCA funds. DOJ is the receiving agency for VOCA funds in New Hampshire.

His Excellency, Governor Christopher T. Sununu

and the Honorable Council

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DOJ subgrants these funds to agencies providing direct services to victims of crime. VOCA requires the funds be distributed to agencies providing services in the fields of sexual assault, domestic abuse and crimes against children. For many years, DOJ has directed VOCA funds to certain core service providers.


This significant increase in VOCA funds presents an important opportunity for New Hampshire and for the many dedicated organizations and individuals who work with victims of crime. Following a careful analysis, DOJ has determined that a portion of the increased VOCA funds should be allocated to existing core service providers. The distribution of the VOCA funds was based on a formula to ensure fairness, equality and, most importantly, sustainability to the current subgrantees. DOJ is also engaged in a Victims' Needs Assessment. The balance of the increase in VOCA funds will be distributed based on the results of this Needs Assessment.

New Hampshire Legal Assistance (NHLA) is a core service provider. The VOCA subgrant will fund legal advocacy for victims of domestic violence, sexual assault, stalking, trafficking, child abuse, and elder financial exploitation. Attorneys will assist victims in a variety of family law matters including protective order cases and legal processes for victims of crime. In addition, NHLA will partner with the Legal Advice and Referral Center (LARC), and with the New Hampshire Bar Association's Domestic Violence Emergency Project (DOVE), to provide legal services to domestic violence victims.

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



Gordon J. MacDonald
Attorney General


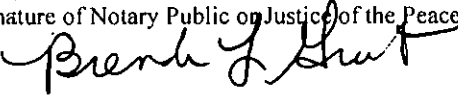
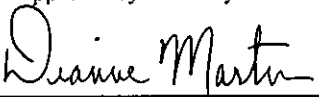
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GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name New Hampshire Legal Assistance		1.4. Subrecipient Address 117 North State Street, Concord, NH 03301	
1.5 Subrecipient Phone # (603) 206-2226	1.6. Account Number 02-20-20-201510-5021-072-500575	1.7. Completion Date 09/30/2020	1.8. Grant Limitation \$ 363,271
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Sarah Mattson Dustin, Executive Director	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack on 4/9/19 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)		BRENDA L. GRANT Notary Public State of New Hampshire My Commission Expires January 13, 2021	
1.13.2. Name & Title of Notary Public or Justice of the Peace Brenda L. Grant, Administrative Manager			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Admin.	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 5/3/19			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

2.SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
 - 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
 - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Subrecipient 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 Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient 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 Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

S md
Date: 4/9/19

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subcontracted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Subrecipient 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.
 17. **INSURANCE AND BOND.**
 - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.
 19. **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 first above given.
 20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **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.
 23. **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.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

1. The New Hampshire Legal Assistance as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's state fiscal year 2020 VOCA grant application.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$363,271 of the total Grant Limitation from 7/1/19 to 6/30/20, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

Subrecipient Initials gmd
Date 4/9/19

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix J which is subject to annual review.

Subrecipient Initials Smd
Date 4/9/19

Special Provisions to the State of New Hampshire Grant Agreement

2017-VA-GX-0044

1. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number

(regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Financial Guide
The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.
3. All subawards ("subgrants") must have specific federal authorization
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").
The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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Subrecipient Initials

Date

gmd

4/9/19

4. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.
5. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
6. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").
7. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

8. OJP Training Guiding Principles

Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

12. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used

by the subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. 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 grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

13. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at: <http://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm> and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not

Subrecipient Initials SM
Date 4/9/19

proceed without the express prior written approval of the grant manager and OJP.

14. Reporting potential fraud, waste and abuse and similar misconduct.

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

15. Restrictions and certifications regarding non-disclosure agreements and related matters.

no Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the recipient—

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the

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federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

- b. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that— it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

16. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

17. Encouragement of policies to ban text messaging while driving

Subrecipient Initials

SMW

Date

4/9/19.

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

19. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 42 U.S.C. 10603(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

20. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

21. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

22. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
23. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
24. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
25. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.
26. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
27. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
28. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
29. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire

Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.

30. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.

31. Sub-Recipients of federal funding from the NH Department of Justice are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.

32. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

33. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.

34. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and

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Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

I have read and understand all 34 special provisions contained in this document:

Sarah Mattson Dustin, Executive Director

Name and Title of Authorized Representative

S. Dustin

Signature

4/9/19

Date

New Hampshire Legal Assistance, 117 N. State Street, Concord, NH 03301

Name and Address of Agency

Subrecipient Initials *gmd*
Date 4/9/19

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The New Hampshire Legal Assistance (Applicant) certifies that any funds awarded through grant number 2017-VA-GX-0044 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The New Hampshire Legal Assistance (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Sarah Mattson Dustin, Executive Director

Signature: 

Date: 9/9/19

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9/9/19

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

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with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

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4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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4/9/19

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

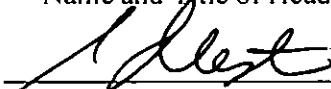
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Sarah Mattson Dustin, Executive Director

Name and Title of Head of Agency


Signature

4/9/19
Date

New Hampshire Legal Assistance, 117 N. State Street, Concord, NH 03301

Name and Address of Agency

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4/9/19*

EEOP Reporting

I, Sarah Mattson Dustin [responsible official], certify that
New Hampshire Legal Assistance [recipient] has completed the EEO reporting tool certification
form at: https://oip.gov/about/ocr/faq_eeop.htm on 11/18/2018 [Date]

And that Sarah Mattson Dustin [responsible official] has completed the EEOP
training at <https://oip.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 11/18/2018 [date]

I further certify that: New Hampshire Legal Assistance [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature: 

Date: 4/9/19

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4/9/19*

State of New Hampshire

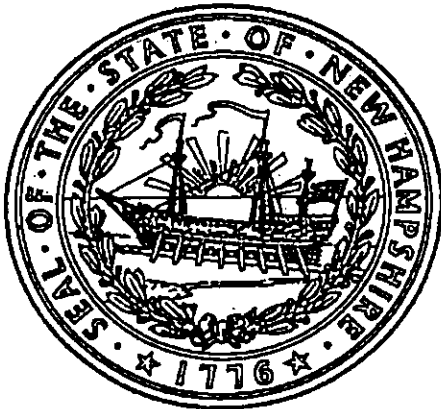
Department of State

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 : 0004488025



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. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, G. Dana Bisbee, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of New Hampshire Legal Assistance.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 11/14/2018:
(Date)

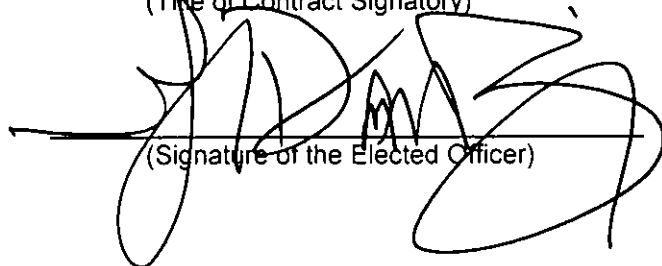
RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 9th day of April, 2019.
(Date Contract Signed)

4. Sarah Mattson Dustin is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

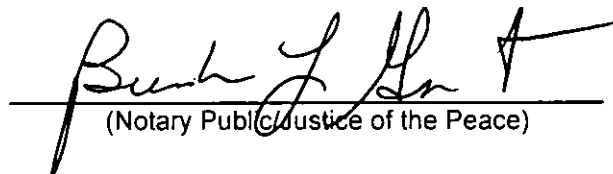
of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of Merrimack

The forgoing instrument was acknowledged before me this 10th day of April, 2019.

By G. Dana Bisbee
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: **BRENDA L. GRANT Notary Public**
State of New Hampshire
My Commission Expires January 13, 2021

NEW HAMPSHIRE LEGAL ASSISTANCE

Board of Directors

ANNUAL BOARD RESOLUTION
AUTHORIZING FUNDING APPLICATIONS

November 14, 2018

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),

Administration on Aging,

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, 2019.

Adopted by the Board of Directors

November 14, 2018

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4/9/19



P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248459779
June 11, 2008 LTR 4168C E0
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BODC: TE

NEW HAMPSHIRE LEGAL ASSISTANCE
117 N STATE ST
CONCORD NH 03301-4407170



017451

Employer Identification Number: 02-0300897
Person to Contact: MS. LEWIS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your request of June 02, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in SEPTEMBER 1971, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

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

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Financial Statements

With Schedule of Expenditures of Federal Awards

December 31, 2017 and 2016

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, 2017 and 2016

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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., which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of 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, 2017 and 2016, 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 schedules of functional expenses and the 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, 2018, 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 to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering New Hampshire Legal Assistance, Inc.'s internal control over financial reporting and compliance.

Vachon Curley & Company PC

Manchester, New Hampshire
March 30, 2018

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 Statements of Financial Position
 December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
CURRENT ASSETS:		
Cash and equivalents	\$ 1,258,104	\$ 1,428,475
Cash, restricted	29,610	50,494
Investments	2,378	2,283
Grants and contracts receivable	3,661,256	4,153,203
Contributions receivable	5,000	56,851
Prepaid expenses	32,690	25,429
Security deposits	<u>13,850</u>	<u>13,850</u>
TOTAL CURRENT ASSETS	<u>5,002,888</u>	<u>5,730,585</u>
NONCURRENT ASSETS:		
Contributions receivable		5,000
Land, building and equipment (net)	<u>255,958</u>	<u>248,643</u>
TOTAL NONCURRENT ASSETS	<u>255,958</u>	<u>253,643</u>
TOTAL ASSETS	<u>\$ 5,258,846</u>	<u>\$ 5,984,228</u>
LIABILITIES & NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 47,357	\$ 68,478
Accrued expenses	151,064	132,540
Deposits held for others	29,610	50,494
Current portion of note payable	<u>11,000</u>	<u>11,000</u>
TOTAL CURRENT LIABILITIES	<u>239,031</u>	<u>262,512</u>
NONCURRENT LIABILITIES:		
Note payable, less current portion	<u>18,000</u>	<u>30,000</u>
TOTAL NONCURRENT LIABILITIES	<u>18,000</u>	<u>30,000</u>
TOTAL LIABILITIES	<u>257,031</u>	<u>292,512</u>
NET ASSETS:		
Unrestricted:		
Board designated reserve	450,000	-
Undesignated	605,555	1,032,094
Temporarily restricted	<u>3,946,260</u>	<u>4,659,622</u>
TOTAL NET ASSETS	<u>5,001,815</u>	<u>5,691,716</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,258,846</u>	<u>\$ 5,984,228</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Activities
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CHANGES IN UNRESTRICTED NET ASSETS		
SUPPORT AND REVENUE:		
New Hampshire Bar Foundation - IOLTA	\$ 281,458	\$ 249,083
Government grants and contracts	674,995	900,763
United Ways	70,308	96,823
Contributions - Foundations and Other	332,525	265,444
Contributions - Campaign for Legal Services	283,894	277,040
Case revenue	135,991	260,966
Investment income	1,278	1,000
Net assets released from restrictions	<u>2,124,482</u>	<u>1,506,116</u>
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,904,931</u>	<u>3,557,235</u>
EXPENSES:		
Program services:		
Domestic violence project	577,525	168,677
Housing justice project	673,153	676,106
Senior law project	215,234	226,177
Youth law project	155,567	57,598
Other civil legal services	<u>1,591,643</u>	<u>1,646,241</u>
Total program services	<u>3,213,122</u>	<u>2,774,799</u>
Supporting services:		
Fund raising	225,601	169,397
Management and general	<u>442,747</u>	<u>601,905</u>
Total supporting services	<u>668,348</u>	<u>771,302</u>
TOTAL EXPENSES	<u>3,881,470</u>	<u>3,546,101</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>23,461</u>	<u>11,134</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
New Hampshire Bar Foundation - IOLTA	201,042	177,917
Government grants and contracts	785,403	3,275,103
United Ways	54,750	30,633
Contributions - Foundations and Other	363,925	550,176
Contributions - Campaign for Legal Services	6,000	14,637
Temporarily restricted net assets released from restrictions	<u>(2,124,482)</u>	<u>(1,506,116)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>(713,362)</u>	<u>2,542,350</u>
CHANGE IN NET ASSETS	(689,901)	2,553,484
NET ASSETS - January 1	<u>5,691,716</u>	<u>3,138,232</u>
NET ASSETS - December 31	<u>\$ 5,001,815</u>	<u>\$ 5,691,716</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Cash Flows
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (689,901)	\$ 2,553,484
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	19,871	21,130
Unrealized losses in investments		7
Net effect of changes in:		
Grants and contracts receivable	491,947	(2,584,207)
Contributions receivable	56,851	(37,114)
Prepaid expenses	(7,261)	8,935
Accounts payable	(21,121)	27,569
Accrued expenses	18,524	5,513
Deposits held for others	<u>(20,884)</u>	<u>(58,712)</u>
Net cash used by operating activities	<u>(151,974)</u>	<u>(63,395)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(27,186)	(35,206)
Purchase of investments	<u>(95)</u>	
Net cash used in investing activities	<u>(27,281)</u>	<u>(35,206)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on note payable	<u>(12,000)</u>	<u>(12,000)</u>
Net cash used for financing activities	<u>(12,000)</u>	<u>(12,000)</u>
NET DECREASE IN CASH AND EQUIVALENTS	(191,255)	(110,601)
CASH AND EQUIVALENTS - January 1	<u>1,478,969</u>	<u>1,589,570</u>
CASH AND EQUIVALENTS - December 31	<u>\$ 1,287,714</u>	<u>\$ 1,478,969</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2017 and 2016

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 Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions. The Entity has no permanently restricted net assets.

Basis of Accounting

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

Recognition of Donor Restrictions

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

Cash and Cash Equivalents

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

	<u>2017</u>	<u>2016</u>
As presented on the Statements of Financial Position -		
Cash and equivalents	\$ 1,258,104	\$ 1,428,475
Cash, restricted	<u>29,610</u>	<u>50,494</u>
	<u>\$ 1,287,714</u>	<u>\$ 1,478,969</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

Investments

Investments, which consist of unit investment trusts, are stated at fair value at December 31, 2017 and 2016. Unrealized gains and losses on investments are reflected in the statements of activities.

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. Contributions receivable are collectible as follows:

<u>2017</u>	<u>Total</u>	<u>0-1 Years</u>	<u>1-5 Years</u>
Contributions receivable	\$ 14,449	\$ 14,449	\$ -
<u>2016</u>	<u>Total</u>	<u>0-1 Years</u>	<u>1-5 Years</u>
Contributions receivable	\$ 61,851	\$ 56,851	\$ 5,000

Land, Building and Equipment

Property and equipment is recorded at cost for purchased items and at acquisition value for donated items and is summarized as follows:

	<u>2017</u>	<u>2016</u>
Land	\$ 10,000	\$ 10,000
Building	474,993	447,807
Equipment	<u>224,209</u>	<u>224,209</u>
	709,202	682,016
Less: Accumulated Depreciation	<u>(453,244)</u>	<u>(433,373)</u>
	<u>\$ 255,958</u>	<u>\$ 248,643</u>

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

Depreciation expense for the years ending December 31, 2017 and 2016 was \$19,871 and \$21,130, 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.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

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. No allowance has been recorded as of December 31, 2017 and 2016, because management of the Entity believes that all outstanding receivables are fully collectible.

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.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying statements of activities. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked.

Fund Raising Activities

Fund raising expenses represent the allocated costs of the Campaign for Legal Services (See Note 14 below). Distributions of campaign donations to the Entity's campaign partner agencies 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, 2017 and 2016 totaled \$73,100 and \$69,300, respectively.

Donated Services

The Entity receives donated services from a variety of part-time volunteers 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 accompanying Statements of Activities. Donated services recognized as revenue and expenses in the Statements of Activities for the years ending December 31, 2017 and 2016 was \$101,691 and \$102,459, respectively.

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.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

NOTE 2--INVESTMENTS

Fair Value Measurements

The Entity reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820-10), which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

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

Level 2 – Inputs to the valuation include:

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

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

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

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

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

Unit Investment Trusts: Valued at the quoted liquidation price for similar assets or liabilities in active markets.

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

The following tables set forth by level, within the fair value hierarchy, the Entity's assets at fair value as of December 31, 2017 and 2016:

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

Assets at Fair Value as of December 31, 2017				
	Level 1	Level 2	Level 3	Total
Unit Investment Trusts		\$ 2,378		\$ 2,378
Total assets at fair value	\$ -	\$ 2,378	\$ -	\$ 2,378

Assets at Fair Value as of December 31, 2016				
	Level 1	Level 2	Level 3	Total
Unit Investment Trusts		\$ 2,283		\$ 2,283
Total assets at fair value	\$ -	\$ 2,283	\$ -	\$ 2,283

Investment Valuation and Income Recognition

The Entity's investments as of December 31, 2017 and 2016 are stated at fair value. Shares of the separate investment accounts are valued at liquidation prices, which represent the value per unit the Entity would receive if the Entity redeemed or sold the units at year-end.

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

Investments consist of unit investment trusts which are carried at market value (adjusted annually). Realized and unrealized gains and losses are reflected in the statements of activities. Assets held in the investment accounts were as follows at December 31, 2017 and 2016:

	Market Value 2017	Market Value 2016
Unit Investment Trusts	\$ 2,378	\$ 2,283

NOTE 3--GRANTS AND CONTRACTS RECEIVABLE

Grants and contracts receivable, by funding category, consist of the following at December 31, 2017 and 2016:

	2017	2016
State of New Hampshire and Federal - Departments and Agencies	\$ 2,699,780	\$ 3,453,279
Local Governments	54,417	49,446
New Hampshire Bar Foundation - IOLTA	241,250	213,500
United Way (various branches)	37,334	38,716
Foundations and Other	628,475	398,262
	<u>\$ 3,661,256</u>	<u>\$ 4,153,203</u>

NOTE 4--NOTE PAYABLE

Note payable at December 31, 2017 and 2016 consists of the following:

	2017	2016
Promissory note payable, maturing July 2020; payable in monthly installments of \$1,000	<u>\$ 29,000</u>	<u>\$ 41,000</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

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.

Scheduled maturities of the note payable for the next three years are as follows:

Year Ended <u>December 31,</u>	<u>Amount</u>
2018	\$ 11,000
2019	12,000
2020	<u>6,000</u>
	<u>\$ 29,000</u>

NOTE 5--LINE OF CREDIT

The Entity has an available line of credit with its primary bank for up to \$500,000. No amounts have been drawn on the line of credit and there was no outstanding balance due as of December 31, 2017 and 2016.

NOTE 6--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, 2017 and 2016 was \$95,207 and \$86,156, respectively, and has been included as part of the 'Accrued expenses' liability in the Statements of Financial Position.

NOTE 7--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, 2017 and 2016 the Entity's discretionary contribution was 2% of all employees' salaries. Contributions to the plan for the year ended December 31, 2017 and 2016 totaled \$114,975 and \$106,461, respectively.

NOTE 8--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets whose use has been limited by donors as to purpose and/or a future time period consists of the following as of December 31, 2017 and 2016:

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Civil legal services	\$ 1,087,160	\$ 846,050
Fair Housing legal services	835,672	1,269,069
Domestic violence legal services	358,447	583,054
Elderly and Adult legal services	348,895	305,188
Violence against women legal services	45,000	
Juveniles and Youth legal services	22,579	44,198
Human Services and Homeless legal services	28,334	24,844
Medical and Legal Collaboration	1,923	10,253
Enviornmental Justice Project	357,815	446,821
Victims of Crime legal services	807,206	1,066,210
Supervised Visitation legal services	47,229	49,298
Campaign for Legal Services	6,000	14,637
	<u>\$ 3,946,260</u>	<u>\$ 4,659,622</u>

NOTE 9--LEASE COMMITMENTS

The Entity leases its current Manchester, New Hampshire office building under an agreement that commenced October 1, 2014 and ends September 30, 2019. The Entity leases its Concord, New Hampshire office under an agreement that commenced November 19, 2014 and ends November 18, 2019. 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 \$173,253 and \$167,650 for the years ended December 31, 2017 and 2016, respectively.

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

Year Ended <u>December 31,</u>	Annual Lease <u>Commitments</u>
2018	\$ 145,065
2019	<u>122,272</u>
	<u>\$ 267,337</u>

NOTE 10--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 has adopted FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity had no uncertain tax positions as of December 31, 2017 and, accordingly

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

NOTE 11--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.

NOTE 12--ECONOMIC DEPENDENCY

For the years ended December 31, 2017 and 2016, approximately 31% and 34%, 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 13--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, 2017, and 2016 the Entity's bank deposits were fully insured.

NOTE 14--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, 2017 and 2016 the Campaign had total unrestricted revenue and support of \$298,536 and \$290,827, respectively, and total expenses excluding distributions of \$89,677 and \$92,827, respectively.

Distributions to the Campaign partners during the years ended December 31, 2017 and 2016 totaled \$208,859 and \$198,000, respectively. Distributions were allocated and made as follows for the years ended December 31, 2017 and 2016: the Entity received \$135,758 and \$128,700, respectively, and LARC received \$73,101 and \$69,300, respectively.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

NOTE 15--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 16--SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 30, 2018 which is the date the financial statements were available to be issued.

SCHEDULE I
NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2017

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			
Pass Through Payments from the City of Manchester, New Hampshire Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii	14.228	\$ 1,080	\$ -
Received directly from U.S. Treasury Department Fair Housing Initiatives Program #FPEI61013-01-01	14.408	309,765	-
Total Department of Housing and Urban Development		310,845	-
DEPARTMENT OF JUSTICE			
Pass Through Payments from the County of Strafford, New Hampshire Justice Systems Response to Families	16.021	2,069	-
Received directly from U.S. Treasury Department Legal Assistance for Victims #2016-WL-AX-0037	16.524	233,983	15,485
Pass Through Payments from New Hampshire Department of Justice Juvenile Justice and Delinquency Prevention #2016-WF-AX-0045	16.540	39,198	-
Crime Victim Assistance #2015-VA-GX-0007	16.575	259,003	50,293
Violence Against Women Formula Grants #2017W066	16.588	48,916	-
Total Department of Justice		583,169	65,778
DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Pass Through Payments from New Hampshire Bureau of Elderly and Adult Services Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers #0595484810107820000	93.044	120,295	-
Total Department of Health and Human Services		120,295	-
Total Expenditures of Federal Awards		\$ 1,014,309	\$ 65,778

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, 2017

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, 2017. 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 net assets, 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.

**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 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, 2017, and the related statements of activities 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, 2018.

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 Cloutay & Company PC

Manchester, New Hampshire
March 30, 2018

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND REPORT 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 each of New Hampshire Legal Assistance, Inc.'s major federal programs for the year ended December 31, 2017. New Hampshire Legal Assistance, Inc.'s major federal programs are 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 each of New Hampshire Legal Assistance, Inc.'s major federal programs 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 each of its major federal programs for the year ended December 31, 2017.

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 Cloutay & Company PC
Manchester, New Hampshire
March 30, 2018

New Hampshire Legal Assistance, Inc.
 Schedule of Findings and Questioned Costs
 For the Year Ended December 31, 2017

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 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 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 programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
16.524	Legal Assistance for Victims
16.575	Crime Victim Assistance

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

Auditee qualified as low-risk auditee? _____ yes X 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.
Schedules of Functional Expenses
For the Years Ended December 31, 2017 and 2016

	December 31, 2017						Program Services			Supporting Services			Combined Total
	Domestic Violence Project	Housing Justice Project	Senior Law Project	Youth Law Project	Other Civil Legal Services	Total	Fund Raising	Management and General	Total				
Salaries	\$ 344,651	\$ 458,869	\$ 149,009	\$ 100,429	\$ 942,051	\$ 1,995,009	\$ 84,484	\$ 290,413	\$ 374,897	\$ 2,369,906			
Payroll taxes	24,478	33,858	10,573	7,367	77,843	154,119	6,452	23,060	29,512	183,631			
Employee benefits	48,281	70,408	22,092	15,220	171,269	327,270	10,900	47,641	58,541	385,811			
Space and occupancy	26,603	35,515	10,046	8,211	106,246	186,621	5,331	24,009	29,340	215,961			
Office supplies and expenses	4,760	8,296	2,108	3,462	20,786	39,412	14,440	5,071	19,511	58,923			
Postage	1,062	1,395	395	333	3,463	6,648	1,140	855	1,995	8,643			
Equipment rental and maintenance	2,648	3,524	1,000	813	9,214	17,199	491	2,213	2,704	19,903			
Communications	4,482	5,819	1,647	1,348	14,904	28,200	806	3,628	4,434	32,634			
Library	8,061	8,844	2,544	2,794	11,480	33,723	963	4,338	5,301	39,024			
Training and meetings	6,828	6,743	682	2,510	10,702	27,465	1,086	3,533	4,619	32,084			
Insurance	2,366	3,220	924	738	12,341	19,589	559	2,520	3,079	22,668			
Dues and fees	1,386	3,574	589	468	11,610	17,627	1,004	2,268	3,272	20,899			
Litigation expenses	18,371	2,672	1,061	5,572	5,619	33,295				33,295			
Temporaries/contract services	11,753	15,744	5,356	3,703	157,941	194,497	12,648	25,022	37,670	232,167			
Sub-Grants	59,086	5,665	4,050	88		68,889				68,889			
Travel	10,324	6,575	2,598	2,091	14,865	36,453	1,847	4,690	6,537	42,990			
Distributions to campaign partners							73,100		73,100	73,100			
Other expenses	2,385	2,432	560	420	4,138	9,935	9,859	1,277	11,136	21,071			
Depreciation					17,171	17,171	491	2,209	2,700	19,871			
Total Functional Expenses	\$ 577,525	\$ 673,153	\$ 215,234	\$ 155,567	\$ 1,591,643	\$ 3,213,122	\$ 225,601	\$ 442,747	\$ 668,348	\$ 3,881,470			

	December 31, 2016						Program Services			Supporting Services			Combined Total
	Domestic Violence Project	Housing Justice Project	Senior Law Project	Youth Law Project	Other Civil Legal Services	Total	Fund Raising	Management and General	Total				
Salaries	\$ 108,040	\$ 452,051	\$ 136,012	\$ 36,114	\$ 1,075,624	\$ 1,807,841	\$ 51,147	\$ 288,257	\$ 339,404	\$ 2,147,245			
Payroll taxes	8,265	34,582	10,405	2,763	86,169	142,184	4,061	22,889	26,950	169,134			
Employee benefits	20,333	82,169	25,270	5,714	188,161	321,647	9,100	51,286	60,386	382,033			
Space and occupancy	9,458	36,687	9,787	3,488	112,015	171,435	6,653	26,336	32,989	204,424			
Office supplies and expenses	1,458	6,571	2,246	465	19,899	30,639	8,698	5,817	14,515	45,154			
Postage	401	1,888	467	173	4,705	7,634	342	1,179	1,521	9,155			
Equipment rental and maintenance	1,053	3,577	1,034	389	10,464	16,517	641	2,537	3,178	19,695			
Communications	1,392	5,709	1,493	551	16,520	25,665	996	3,943	4,939	30,604			
Library	2,061	8,014	2,085	701	18,233	31,094	1,207	4,777	5,984	37,078			
Training and meetings	3,624	2,246	19,415	141	4,207	29,633	1,526	4,608	6,134	35,767			
Insurance	895	3,572	1,637	342	11,532	17,978	698	2,762	3,460	21,438			
Dues and fees	1,286	3,006	1,002	229	7,767	13,290	150	1,988	2,138	15,428			
Litigation expenses	2,440	12,580	4,260	835	6,199	26,314				26,314			
Temporaries/contract services	2,562	9,671	2,635	1,176	35,100	51,144	6,707	170,740	177,447	228,591			
Sub-Grants		2,414	5,000	2,233	4,547	14,194		2,099	2,099	16,293			
Travel	4,723	8,462	2,763	2,061	18,687	36,696	1,294	5,618	6,912	43,608			
Distributions to campaign partners							69,300		69,300	69,300			
Other expenses	686	2,907	666	223	9,297	13,779	6,877	3,054	9,931	23,710			
Depreciation					17,115	17,115		4,015	4,015	21,130			
Total Functional Expenses	\$ 168,677	\$ 676,106	\$ 226,177	\$ 57,598	\$ 1,646,241	\$ 2,774,799	\$ 169,397	\$ 601,905	\$ 771,302	\$ 3,546,101			

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2017

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
ASSETS				
CURRENT ASSETS:				
Cash and equivalents	\$ 1,140,027	\$ 118,077		\$ 1,258,104
Cash, restricted	29,610			29,610
Investments	2,378			2,378
Grants and contracts receivable	3,661,256			3,661,256
Contributions receivable	77,842	5,000	\$ (77,842)	5,000
Prepaid expenses	32,690			32,690
Security deposits	13,850			13,850
TOTAL CURRENT ASSETS	<u>4,957,653</u>	<u>123,077</u>	<u>(77,842)</u>	<u>5,002,888</u>
NONCURRENT ASSETS:				
Land, building and equipment (net)	<u>255,958</u>			<u>255,958</u>
TOTAL NONCURRENT ASSETS	<u>255,958</u>	<u>-</u>	<u>-</u>	<u>255,958</u>
TOTAL ASSETS	<u>\$ 5,213,611</u>	<u>\$ 123,077</u>	<u>\$ (77,842)</u>	<u>\$ 5,258,846</u>
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	\$ 8,122	\$ 117,077	\$ (77,842)	\$ 47,357
Accrued expenses	151,064			151,064
Deposits held for others	29,610			29,610
Current portion of note payable	11,000			11,000
TOTAL CURRENT LIABILITIES	<u>199,796</u>	<u>117,077</u>	<u>(77,842)</u>	<u>239,031</u>
NONCURRENT LIABILITIES:				
Note payable, less current portion	<u>18,000</u>			<u>18,000</u>
TOTAL NONCURRENT LIABILITIES	<u>18,000</u>	<u>-</u>	<u>-</u>	<u>18,000</u>
TOTAL LIABILITIES	<u>217,796</u>	<u>117,077</u>	<u>(77,842)</u>	<u>257,031</u>
NET ASSETS:				
Unrestricted	1,055,555			1,055,555
Temporarily restricted	3,940,260	6,000		3,946,260
TOTAL NET ASSETS	<u>4,995,815</u>	<u>6,000</u>	<u>-</u>	<u>5,001,815</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,213,611</u>	<u>\$ 123,077</u>	<u>\$ (77,842)</u>	<u>\$ 5,258,846</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2016

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
ASSETS				
CURRENT ASSETS:				
Cash and equivalents	\$ 1,311,690	\$ 116,785		\$ 1,428,475
Cash, restricted	50,494			50,494
Investments	2,283			2,283
Grants and contracts receivable	4,153,203			4,153,203
Contributions receivable	114,712	56,851	\$ (114,712)	56,851
Prepaid expenses	25,429			25,429
Security deposits	13,850			13,850
TOTAL CURRENT ASSETS	<u>5,671,661</u>	<u>173,636</u>	<u>(114,712)</u>	<u>5,730,585</u>
NONCURRENT ASSETS:				
Contributions receivable		5,000		5,000
Land, building and equipment (net)	248,643			248,643
TOTAL NONCURRENT ASSETS	<u>248,643</u>	<u>5,000</u>	<u>-</u>	<u>253,643</u>
TOTAL ASSETS	<u>\$ 5,920,304</u>	<u>\$ 178,636</u>	<u>\$ (114,712)</u>	<u>\$ 5,984,228</u>
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	\$ 19,191	\$ 163,999	\$ (114,712)	\$ 68,478
Accrued expenses	132,540			132,540
Deposits held for others	50,494			50,494
Current portion of note payable	11,000			11,000
TOTAL CURRENT LIABILITIES	<u>213,225</u>	<u>163,999</u>	<u>(114,712)</u>	<u>262,512</u>
NONCURRENT LIABILITIES:				
Note payable, less current portion	30,000			30,000
TOTAL NONCURRENT LIABILITIES	<u>30,000</u>	<u>-</u>	<u>-</u>	<u>30,000</u>
TOTAL LIABILITIES	<u>243,225</u>	<u>163,999</u>	<u>(114,712)</u>	<u>292,512</u>
NET ASSETS:				
Unrestricted	1,032,094			1,032,094
Temporarily restricted	4,644,985	14,637		4,659,622
TOTAL NET ASSETS	<u>5,677,079</u>	<u>14,637</u>	<u>-</u>	<u>5,691,716</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,920,304</u>	<u>\$ 178,636</u>	<u>\$ (114,712)</u>	<u>\$ 5,984,228</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Activities
For the Year Ended December 31, 2017

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CHANGES IN UNRESTRICTED NET ASSETS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	\$ 281,458			\$ 281,458
Government grants and contracts	674,995			674,995
United Ways	70,308			70,308
Contributions - Foundations and Other	332,525			332,525
Contributions - Campaign for Legal Services	135,758	\$ 283,894	\$ (135,758)	283,894
Case revenue	135,991			135,991
Investment income	1,273	5		1,278
Net assets released from restrictions	<u>2,109,845</u>	<u>14,637</u>		<u>2,124,482</u>
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,742,153</u>	<u>298,536</u>	<u>(135,758)</u>	<u>3,904,931</u>
EXPENSES:				
Program services:				
Domestic violence project	577,525			577,525
Housing justice project	673,153			673,153
Senior law project	215,234			215,234
Youth law project	155,567			155,567
Other civil legal services	<u>1,591,643</u>			<u>1,591,643</u>
Total program services	<u>3,213,122</u>	<u>-</u>	<u>-</u>	<u>3,213,122</u>
Supporting services:				
Fund raising	62,823	298,536	(135,758)	225,601
Management and general	<u>442,747</u>			<u>442,747</u>
Total supporting services	<u>505,570</u>	<u>298,536</u>	<u>(135,758)</u>	<u>668,348</u>
TOTAL EXPENSES	<u>3,718,692</u>	<u>298,536</u>	<u>(135,758)</u>	<u>3,881,470</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>23,461</u>	<u>-</u>	<u>-</u>	<u>23,461</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSET				
New Hampshire Bar Foundation - IOLTA	201,042			201,042
Government grants and contracts	785,403			785,403
United Ways	54,750			54,750
Contributions - Foundations and Other	363,925			363,925
Contributions - Campaign for Legal Services		6,000		6,000
Temporarily restricted net assets released from restrictions	<u>(2,109,845)</u>	<u>(14,637)</u>		<u>(2,124,482)</u>
DECREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>(704,725)</u>	<u>(8,637)</u>	<u>-</u>	<u>(713,362)</u>
CHANGE IN NET ASSETS	<u>(681,264)</u>	<u>(8,637)</u>	<u>-</u>	<u>(689,901)</u>
NET ASSETS - January 1	<u>5,677,079</u>	<u>14,637</u>	<u>-</u>	<u>5,691,716</u>
NET ASSETS - December 31	<u>\$ 4,995,815</u>	<u>\$ 6,000</u>	<u>\$ -</u>	<u>\$ 5,001,815</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Activities
For the Year Ended December 31, 2016

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
CHANGES IN UNRESTRICTED NET ASSETS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	\$ 249,083			\$ 249,083
Government grants and contracts	900,763			900,763
United Ways	96,823			96,823
Contributions - Foundations and Other	265,444			265,444
Contributions - Campaign for Legal Services	128,700	\$ 277,040	\$ (128,700)	277,040
Case revenue	260,966			260,966
Investment income	990	10		1,000
Net assets released from restrictions	1,492,339	13,777		1,506,116
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,395,108</u>	<u>290,827</u>	<u>(128,700)</u>	<u>3,557,235</u>
EXPENSES:				
Program services:				
Domestic violence project	168,677			168,677
Housing justice project	676,106			676,106
Senior law project	226,177			226,177
Youth law project	57,598			57,598
Other civil legal services	1,646,241			1,646,241
Total program services	<u>2,774,799</u>	<u>-</u>	<u>-</u>	<u>2,774,799</u>
Supporting services:				
Fund raising	7,270	290,827	(128,700)	169,397
Management and general	601,905			601,905
Total supporting services	<u>609,175</u>	<u>290,827</u>	<u>(128,700)</u>	<u>771,302</u>
TOTAL EXPENSES	<u>3,383,974</u>	<u>290,827</u>	<u>(128,700)</u>	<u>3,546,101</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>11,134</u>	<u>-</u>	<u>-</u>	<u>11,134</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS				
New Hampshire Bar Foundation - IOLTA	177,917			177,917
Government grants and contracts	3,275,103			3,275,103
United Ways	30,633			30,633
Contributions - Foundations and Other	550,176			550,176
Contributions - Campaign for Legal Services		14,637		14,637
Temporarily restricted net assets released from restrictions	(1,492,339)	(13,777)		(1,506,116)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>2,541,490</u>	<u>860</u>	<u>-</u>	<u>2,542,350</u>
CHANGE IN NET ASSETS	<u>2,552,624</u>	<u>860</u>	<u>-</u>	<u>2,553,484</u>
NET ASSETS - January 1	<u>3,124,455</u>	<u>13,777</u>	<u>-</u>	<u>3,138,232</u>
NET ASSETS - December 31	<u>\$ 5,677,079</u>	<u>\$ 14,637</u>	<u>\$ -</u>	<u>\$ 5,691,716</u>

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors 2019

*Grand
2/19/19*

KILE ADUMENE (Secretary)	Manchester Community Health Center			
JOHN T. BEARDMORE	Fidelity Investments			
GEORGE DANA BISBEE, Esq. (Co-Chair)	Devine, Millimet & Branch			
DEBORAH BUTLER, CPA (VP)	Deborah Butler, CPA 1911 Office			
LAUREN SNOW CHADWICK, Esq.	National Education Association			
MICHAEL DELANEY Esq.	McLane, Graf, Raulerson & Middleton PA			
CLAIRE H. GAGNON, CPA	Easterseals NH			
ELIZABETH GREENWOOD				
DOUGLAS P. HILL, Esq.				
QUINN KELLY, Esq. (Treasurer)	Boyle, Shaughnessy & Campo PC			
MICHAEL S. LEWIS, Esq.	Rath, Young & Pignatelli, PC			
REBECCA NANN	NH Institute for Therapeutic Arts			
JOHN J. PELLETIER, SR.				
DEBORAH KANE REIN, Esq. (Co-Chair)	Hess Gehris Solutions			
ROBIN COLLEN-ZELLERS	LRGHealthcare			

NEW HAMPSHIRE LEGAL ASSISTANCE
2020 VOCA Award

Key Personnel

Name	Job Title	Annual Salary (2019)	% Paid from this Contract	Amount Paid from this Contract
Kay Drought	Project Attorney	\$105,428	3%	\$3,292.60
Erin Jasina	Project Director	\$62,576	17%	\$10,943.97
Mary Krueger	Project Attorney	\$84,212	9%	\$7,890.02
Jillian Riehl	Project Attorney	\$66,997	100%	\$57,958.46
Chris Schott	Project Attorney	\$57,691	100%	\$58,557.38
Cheryl Steinberg	Project Attorney	\$105,428	6%	\$6,585.20
Michelle Wangerin	Project Attorney	\$84,212	4%	\$3,131.81

Smd
4/9/19

KAY ELIZABETH DROUGHT

Portsmouth, New Hampshire 03801

Education

BOALT HALL SCHOOL OF LAW, UNIVERSITY OF CALIFORNIA, Berkeley, California
Juris Doctor, May 1985

UNIVERSITY OF CALIFORNIA, Berkeley, California
Master of Arts, City and Regional Planning, May 1985

WILLIAMS COLLEGE, Williamstown, Massachusetts
Bachelor of Arts, *cum laude*, Political Economy, May 1981

Legal Employment

NEW HAMPSHIRE LEGAL ASSISTANCE, Portsmouth, New Hampshire
Litigation Director, 2004 to present

Branch Law Office Managing Attorney, 1997 to present

- Supervise and co-counsel significant litigation
- Lead counsel, 42 U.S.C. Section 1983 lawsuit to enforce children's rights to dental care under federal Medicaid law, *Hawkins v. Commissioner, 99-CV-143 (D.N.H.)*
- Lead counsel, Right-to-Know case involving Medicaid records, *Hawkins v. Department of Health and Human Services, 147 N.H. 376 (2001)*
- Co-counsel, successful challenge to State's inclusion of children's SSI as TANF assistance group income, *Hendrick v. Department of Health and Human Services, New Hampshire Supreme Court August 2016.*
- Conduct community outreach on Medicaid dental issues
- Organize and lead case acceptance meetings and case review discussions
- Represent individual clients in unemployment, eviction defense, and public benefits cases

TEXAS RURAL LEGAL AID, FARM WORKER DIVISION, Plainview, and Hereford, Texas

Regional Counsel, 1993 to 1997

Branch Manager, 1988 to 1992

Staff Attorney, 1987 to 1997

- Litigated employment, civil rights, housing, environmental, education, and consumer cases, primarily in federal courts
- Lead counsel in numerous class action and mass plaintiff cases, including:
Murillo v. Texas A & M University System et al., 921 F. Supp. 443 (S.D. Tex. 1996) and *Salinas v. Rodriguez, Goodpasture, et al., 963 F. 2d 791 (5th Cir. 1992), reh'g denied 978 F. 2d 187 (5th Cir. 1992)*

- Organized press conferences and media coverage of significant cases
- Gave presentations on pretrial procedure and federal labor laws at numerous seminars for new farm worker attorneys; prepared outlines, video demonstrations, and other training materials

MONTGOMERY & ANDREWS, P.A., Santa Fe, New Mexico
Associate Attorney, Commercial Department, 1985-1987

- Represented business clients in collection lawsuits; advised hospital, utility, and financial institution clients on a variety of issues; represented individuals in real estate purchases
- Gave presentations to large groups of hospital and public utility employees about legal issues affecting their work

UNIVERSITY OF CALIFORNIA, BERKELEY, DEPARTMENT OF CITY AND REGIONAL PLANNING, Berkeley, California
Teaching Assistant, graduate level Land Use Law course, 1985

OFFICE OF THE CITY ATTORNEY, Oakland, California
Law Clerk, 1984 - 1985

Volunteer Experience

NEW HAMPSHIRE SUPERIOR COURT RULE 170 MEDIATION PROGRAM
Volunteer Mediator, 2002 to 2010

ROCKINGHAM COUNTY COMMUNITY ACTION
Member, Board of Directors, 1998 to 2000

STATE BAR OF TEXAS, DISTRICT 13A GRIEVANCE COMMITTEE
Member, 1994 to 1997

STATE BAR OF NEW MEXICO, PRO BONO COMMITTEE
Member, 1986-1987

Erin P. Jasina

154 High Street, Portsmouth, NH 03801
Phone: (603) 431-7411, ext. 2509 • Email: ejasina@nhla.org

WORK EXPERIENCE

NEW HAMPSHIRE LEGAL ASSISTANCE (NHLA)

Domestic Violence Advocacy Project Director

October 2017-present

- Responsible for training, mentoring, and supervising project staff, including seven attorneys, one paralegal, and one administrative manager
- Prepare Federal and State grant progress reports on an annual, biannual, and quarterly basis
- Serve as point person for media and general public inquiries related to domestic violence and family law issues
- Facilitate quarterly meetings of the Domestic Violence Advisory Council made up of project partners and other key community stakeholders

Domestic Violence Advocacy Project Co-Director

December 2014-October 2017

Paralegal Advocate, Domestic Violence Advocacy Project

January 2008-present

- Assist attorneys in the representation of domestic violence victims/survivors in family law related matters, including divorce, parental rights & responsibilities, child support, and termination of parental rights
- Provide counsel & advice, under the supervision of project attorneys, to clients of the Strafford County Family Justice Center
- Coordinate with domestic violence crisis centers statewide to locate attorneys within NHLA to represent clients at final domestic violence protective order hearings
- Coordinate statewide DVAP referral process with crisis centers, NH Bar Association's Pro Bono Program, and the Legal Advice & Referral Center
- Assist attorneys with trial preparation by drafting court forms and pleadings, creating exhibit binders, and preparing financial affidavits
- Participate in the discovery process by obtaining and analyzing records from bank institutions and police departments, and drafting answers to interrogatories
- Maintain client contact and provide support throughout case process, including attendance at court hearings
- Train crisis center advocates on safe and effective parenting plans
- Provide advocacy to clients seeking emergency assistance from town local welfare offices
- Conduct legal research using Westlaw, the Internet, and public records

NEW HAMPSHIRE LEGAL ASSISTANCE

September 2013-present

Intern Coordinator

RHODE ISLAND DEPARTMENT OF THE ATTORNEY GENERAL

2005-December 2007

Paralegal, Elder Abuse Unit and White Collar Crime Unit, Criminal Division

- Responsible for the preparation and filing of motions, including answering discovery requests
- Acted as a contact for the public to report and ask questions regarding elder abuse
- Maintained statistics for all pending and disposed cases handled by the Elder Abuse Unit
- Participated in investigations of elder abuse
- Communicated with local and state law enforcement agencies throughout criminal proceedings
- Prepared presentations and assisted in the training of law enforcement personnel and elder advocates

Erin P. Jasina

154 High Street, Portsmouth, NH 03801
Phone: (603) 431-7411, ext. 2509 • Email: ejasina@nhla.org

RHODE ISLAND DEPARTMENT OF THE ATTORNEY GENERAL

2005

Paralegal, Insurance Advocacy Unit, Civil Division

- Assisted with the preparation of insurance rate hearings, including tracking responses to all data requests, maintaining attorneys' files, and overseeing the production of trial binders
- Responsible for the preparation and filing of legal briefs
- Compared and reviewed proposed insurance laws and regulations

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, Boston, MA

2004-2005

Legal Hiring Assistant

- Assisted in the hiring process of Summer Associates
- Responsible for arranging interviews of all prospective attorneys
- Represented firm at law school job fairs/receptions
- Prepared materials used by attorneys at weekly Hiring Committee Meeting and participated in the meetings
- Maintained firm-wide database of all attorney applicants
- Point of contact for attorneys regarding any HR related matters

DEBEVOISE & PLIMPTON LLP, Washington, DC

2003-2004

Legal Receptionist

- Handled all incoming calls from clients, attorneys, and the general public
- Assisted managing partner on special projects
- Maintained and arranged office space for attorneys, clients, and staff
- Organized office wide events, working with outside vendors and suppliers

EDUCATION

NORTHEASTERN UNIVERSITY, Boston, MA

January-March 2005

Paralegal Professional Certificate Program

THE CATHOLIC UNIVERSITY OF AMERICA, Washington, DC

1999-2003

B.A. Media Studies

- Overall G.P.A. – 3.76/4.0; Magna Cum Laude
- Phi Eta Sigma (Fall 2000 – Spring 2003)
- Highest Honor in Senior Comprehensive Exam

COMMITTEES AND SPECIAL TRAINING

- Member of the New Hampshire Family Mediator Certification Board since July 2015
- Served as Chair and NHLA's representative to the Strafford County Family Justice Center Advisory Council
- Attended the National Family Justice Center Alliance Conference (2011, 2012, 2014, 2016)
- Attend annual NH Statewide Conferences on Domestic and Sexual Violence and Stalking
- April of 2007- Attended the Courtroom Technology course given by the National District Attorneys Association at the National Advocacy Center in Columbia, SC. This four day course focused on using PowerPoint as a tool for case analysis and courtroom presentations.

COMPUTER SKILLS

- Proficient in Microsoft Word, Excel, PowerPoint, Westlaw, Lexis, FLAPS, and Web-based research

Education

University of New Hampshire School of Law	Keene State College
Concord, NH	Keene, NH
J.D., 2006	B.A. Psychology, 1994
GPA 3.76, top 10%	GPA 4.0
Robert M. Viles fellow, full scholarship	Honors, summa cum laude

*Licensed Vermont and New Hampshire Attorney
Member, Vermont Bar Association, New Hampshire Bar Association.*

Work Experience

- 2019-present** **New Hampshire Legal Assistance, Claremont, NH**
Staff Attorney
- Advocate for low-income victim/survivors of domestic and sexual violence and human trafficking in family law and related civil legal matters including public housing, homelessness, town welfare, food stamps, unemployment, consumer law, TANF and other public benefits.
- 2017-2019** **Vermont Packinghouse LLC, North Springfield, VT**
General Counsel
- Work with General Manager on various business and legal issues. Ensure regulatory compliance in areas of Federal and State law; manage workers' compensation claims and safety; conduct legal research; participate in staff engagement activities; perform human resources tasks; oversee company communications; strategic planning.
- 2014-2017** **New Hampshire Legal Assistance, statewide, based in Claremont, NH**
Deputy Director
- Work with Executive Director as part of the Senior Management team to manage statewide civil legal services law firm mission and vision; manage NHLA programs, priorities, and staff to achieve organization goals; oversee legal work, litigation, policy advocacy, staff development and training, standards of practice and case management system; oversee hiring process; oversight of personnel matters; oversee IT and operations; input and decision-making responsibility on budget, insurance, audits, retirement planning, purchasing and other fiscal matters; oversee and update NHLA Policies and Procedures Manual; oversee leases, vendor contracts, office maintenance needs; oversee staff time and work duties; oversee client intake, client grievance procedures, conflicts, income eligibility waivers; maintain relationships with partner agencies; oversee internal and external communications via press and social media; manage individual case load.

- 2006-2014** **New Hampshire Legal Assistance, Claremont, NH**
Project Director, Domestic Violence Advocacy Project (DVAP); Staff Attorney
- Advocate for low-income victim/survivors of domestic and sexual violence in family law and related civil legal matters; oversee and coordinate DVAP activities including project attorney and paralegal work; serve as the liaison to project partners and community groups such as the New Hampshire Coalition Against Domestic and Sexual Violence, New Hampshire's Bar Association Pro Bono Program, domestic violence crisis centers and shelters, New Hampshire's Legal Advice and Referral Center, and New Hampshire Catholic Charities; responsible for drafting federal and state grant applications and biennial grant reports; serve as faculty on biennial statewide domestic violence trainings for *pro bono* lawyers and crisis center advocates; serve on the New Hampshire Governor's Commission on Domestic and Sexual Violence and Human Trafficking Commission; Advocate for clients on various legal issues including public housing, homelessness, town welfare, food stamps, unemployment, bankruptcy, TANF and domestic violence.
- 2001-2003** **New Hampshire Public Radio, Concord, NH**
Executive Producer, "The Exchange," statewide daily public affairs program.
- Managed program, host, staff, schedule and overall vision; researched, selected and assigned program topics; pre-interviewed and booked program guests; wrote and edited copy; produced and edited recorded elements; produced election coverage and other special projects.
- 1995-2001** **New Hampshire Public Radio, Concord, NH**
- Producer, "The Exchange," statewide daily public affairs program
Assistant Producer, "The Exchange," statewide daily public affairs program.
Assistant Producer, "Perspectives," daily half hour interview program.
"Voter's Voice" Election project coordinator, 1996 Presidential Primary.

Volunteer Activities

- 2016-present** **Springfield Elementary Schools Parent Teacher Association, Springfield, VT**
President; lead PTA in various efforts to improve Springfield schools; engage parents and teachers in building strong educational systems and experiences.
- 2016-present** **Girl Scout Leader: Troop #51293, Springfield, VT**
Lead girls in learning, leadership, life, outdoor and business skills.
- 2012-2017** **American Civil Liberties Union New Hampshire, Concord, NH**
Board of Directors, Vice Chair

Mary Krueger, Esq. [REDACTED] Springfield, VT 05156 ·
[REDACTED]

Executive committee, finance and economic justice committees and other board duties.

· 2007-2016

Turning Points Network, Crisis Center, Claremont, NH
Board of Directors, Past Treasurer, Past President
Support agency's current and future goals; fundraising, event planning; participate in strategic planning; oversee agency budget in collaboration with executive committee and Director.

2007-2017

Access to Justice Commission, Concord, NH
Member, appointed by New Hampshire Supreme Court.

Christopher Schott

Nashua, NH 03060 – CSchott@nhla.org

Education

University of New Hampshire School of Law, Concord, NH Graduated May 2018

Juris Doctor Candidate

GPA 3.21, Recipient of Presidential Scholarship and New Hampshire Grant

Advanced Criminal Practice Clinic

Aug. 2017 – Dec. 2017

Student Attorney

- Served indigent clients in New Hampshire and federal criminal proceedings.
- Researched New Hampshire and federal criminal law and filed written motions on behalf of client's defense.

Criminal Practice Clinic

Jan. 2017- May 2017

Student Attorney

- Represented indigent clients in misdemeanor and felony criminal cases in New Hampshire state court.
- Appeared in court to conduct cross examinations and assist supervising attorney.

Gettysburg College, Gettysburg, PA Graduated May 2015

Bachelor of Arts in Political Science, Environmental Studies Minor

GPA 3.49, Dean's List Recipient, Member of Pi Sigma Alpha Political Science Honor Society

Employment

New Hampshire Legal Assistance

Portsmouth, NH

Staff Attorney

May 2018 – Present

- Represent victims of domestic violence in protective order, divorce, and parenting cases.
- Advise victims of domestic violence regarding variety of legal issues they face as the result of abuse.
- Track New Hampshire bills and observe legislative hearings related to issues of domestic violence and family law.

New Hampshire Department of Justice – Environmental Protection Bureau

Concord, NH

Legal Intern - Residency

Jan. 2018 – May 2018

- Aided supervising attorney in conducting a criminal investigation.
- Drafted complaints to enforce New Hampshire environmental regulations.
- Researched and advised on questions of criminal, property, and consumer protection law.

New Hampshire Legal Assistance

Portsmouth, NH

Legal Intern

May 2017 – Aug. 2017

- Aided in the representation of client's domestic violence, landlord-tenant, and housing discrimination cases.
- Researched and advised on questions of healthcare, welfare, and education law.
- Conducted direct and cross examinations in domestic violence cases before New Hampshire state courts.

New Hampshire Department of Environmental Services

Concord, NH

Legal Intern

May 2016 – Aug. 2016

- Drafted documents to enforce state regulations of public bathing facilities.
- Conducted research and advised on legal questions for members of the department.
- Participated in on-site regulatory inspections of public bathing facilities.

Adams County Public Defender's Office

Gettysburg, PA

Legal Intern

Feb. 2015 – May 2015

- Performed research on Pennsylvania and federal law to form arguments for court cases.
- Observed first hand plea bargaining, revocation hearings and criminal trials.

Competencies

WestLaw Next, Lexis Advance, Bloomberg Law, Geographic Information Systems, STATA

JILLIAN C. REIHL

Manchester, NH 03102 • JRReihl@nhla.org

LEGAL EXPERIENCE:

Staff Attorney, *New Hampshire Legal Assistance*, Manchester, NH January 2017 - present

- Represent income qualified victims and survivors of intimate partner violence, sexual assault, and stalking during protection order proceedings
- Provide holistic legal representation to victims and survivors of intimate partner violence during family law proceedings, including both divorce and parenting cases
- Assist immigrant victims of domestic violence and sexual assault with seeking legal status, Lawful Permanent Resident status, and U.S. citizenship
- Work to build community partnerships with local service providers, law enforcement agencies, courts, and culturally specific community groups
- Represent and advise clients about other civil legal issues, including benefits and landlord tenant law, in an effort to provide holistic legal services.

Associate Attorney, *Drew Law Office, PLLC*, Manchester, NH October 2012 - January 2017

- Independently manage and conduct all aspects of client intake and representation
- Develop standardized procedures, questionnaires, and form letters to improve case efficiency and minimize staff errors or omissions
- Maximize profitability by utilizing free or low cost research tools such as Casemaker and Fastcase
- Conduct legal research and analysis and draft memoranda, briefs, and opinion letters
- Consult with outside counsel to provide comprehensive legal advice and on interdisciplinary issues
- Collaborate with social service providers and pro bono attorneys to secure ancillary services
- Empower clients to make meaningful contributions to their representation through education
- Expanded the areas of expertise within our practice to include the preparation of U-visa applications

Research Assistant, *Professor Symeon C. Symeonides*, Salem, OR August 2011 - May 2012

Research Assistant, *Professor Warren Binford*, Salem, OR July 2011 - May 2012

- Edited chapters of a textbook to be published on Private International Law (Professor Symeonides)
- Performed research and compiled a bibliography to support the writing of a textbook, law review articles, and a successful Fulbright application (Professor Binford)

Law Clerk, *ICE - Office of the Chief Counsel*, Portland, OR June 2011 - August 2011

- Prepared legal filings for submission to the Immigration Court and the Board of Immigration Appeals
- Assisted staff attorneys by investigating legal issues and drafting memoranda

Legal Intern, *Willamette International Human Rights Clinic*, Salem, OR August 2010 - May 2011

- **Asylum Work:** Represented clients in affirmative and defensive asylum proceedings
- **Non-profit Legal Assistance:** Advised a non-profit organization about legal strategies for the ratification of a treaty and sustainable business practices

ADDITIONAL PROFESSIONAL EXPERIENCE:

Assistant Director/Internship Coordinator, *Colby College*, Waterville, ME May 2008 - July 2009

- Developed and presented workshops on professional skills and networking
- Motivated students by creating a plan of action during individual counseling
- Coordinated the College's internship programs
- Edited and drafted informational student resources
- Collaborated with Alumni Relations, Admissions, and other departments to develop and implement strategies for expanding student opportunities

EDUCATION:

Willamette University College of Law, Salem, OR - GPA: 3.41 (18/121)
Thomas College, Waterville, ME - GPA: 3.96
William Smith College, Geneva, NY - GPA: 3.75

J.D., *cum laude*, May 2012
M.B.A., July 2009
B.A., May 2008

CHERYL S. STEINBERG

Concord, New Hampshire 03301

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.

Michelle E. Wangerin

Strafford, NH 03884

EDUCATION

Boston College Law School

Newton, MA

Juris Doctor

May, 2006

Organizations and Activities: *Public Interest Law Foundation:* 2005-2006 Vice President; 2006 Alumni Auction Director; 2005 Auction Director; 2004 Auction Committee, Corporate Donations Co-Chair
Immigration Law Society (2003-2004): Immigration Trips Donations Committee, Corporate Donations Chair, Public Interest Immigration Law Spring Break Service Trip

Dartmouth College

Hanover, NH

Bachelor of Arts, Major: Psychology, Minor: Government
Dartmouth Language Study Abroad, Berlin, Germany

June, 2003

RELEVANT EXPERIENCE

New Hampshire Legal Assistance

Portsmouth, NH

Staff Attorney / Youth Law Project Director

January, 2010-Present

Provide civil legal advocacy to at risk and court involved youth at the administrative, Circuit Court and New Hampshire Supreme Court levels to secure necessary educational, health, and community based services. Represent youth at major school disciplinary hearings. Engage in policy advocacy to reduce exclusionary discipline and increase statewide use of evidence based practices in education and juvenile justice. Prepare written materials and serve as faculty at local and regional trainings on educational rights and the interplay between special education and juvenile justice. Provide unbundled legal services to victims of domestic and sexual violence. Represent victims in the New Hampshire Circuit Courts, Superior Courts and at the New Hampshire Supreme Court.

NH Public Defender

Concord, NH

Staff Attorney

January, 2007-January, 2010

Provided legal defense to indigent juveniles and adults charged with misdemeanor and felony level offenses. Trained incoming public defenders on juvenile delinquency law and dispositions. Selected to attend Juvenile Defender Leadership Summit in October 2008.

Disabilities Rights Center

Concord, NH

Law Clerk

August 2006-January 2007

Served as court appointed guardian *ad litem* for children in need of educational services. Negotiated with school districts to ensure children with disabilities receive proper educational services. Filed complaints with the New Hampshire Department of Education. Researched legal and policy issues in disability law areas including special education, Medicaid, and reasonable accommodations.

Boston College Legal Assistance Bureau

Waltham, MA

Legal Assistant, Women and the Law Clinic through Boston College Law School

Fall 2005-Spring 2006

Provided legal representation to low income clients in housing, workman's compensation, and domestic relations matters. Drafted and argued civil motions in family court. Secured SSI and SSDI benefits for clients and assisted in enforcing judgments.

The Legal Center for People with Disabilities and Older People

Denver, CO

Special Education Department Legal Intern

Summer 2004

Drafted federal complaint and rebuttal for special education case. Conducted legal research and drafted memoranda on school of choice, compensatory education, IEP procedure, statute of limitations and discipline issues.

American Bar Association

Washington, DC

Commission on Mental and Physical Disabilities Department Intern

Summer 2002

Proofread and cite-checked for the *Mental and Physical Disability Law Reporter* and the *Handbook on Mental Disability Law*, by John Parry, J.D. and Philips Gilliam, J.D. Prepared the Reporter's 2001 Title I survey. Drafted major case headlines for Reporter. Assisted in outreach to disability law community. Updated and maintained ABA lawyer database.

Community Connections

Craig, AK

Community Living Support Assistant

Fall 2001

Implemented after-school behavioral and academic programs for children with autism. Aided in re-evaluating and updating obsolete programs. Provided respite relief to families of children with autism.

PUBLIC SERVICE

Serving a three year appointment by the Chief Justice of the New Hampshire Supreme Court to the legislatively created Oversight Commission on Children's Services, which oversees the Office of the Child Advocate.

Served as the assistant director of the Grace Community Church Food Pantry in Rochester, NH from 2013-2016.

New Hampshire Legal Assistance

Project Director

Job Description

3-7-07

Overview: Project Directors perform a key role at NHLA and are responsible for management of substantive law units. They are expected to take an active role in managing the work of staff assigned to the project, overseeing project grants, and promoting the objectives of the unit. Project directors have the authority to delegate work and coordinate work of the unit with other managers and advocates. Project managers report to the Deputy Director. Duties include but are not limited to:

- Working with senior management team and others to develop and maintain Project goals and objectives.
 - Identify and work in collaboration with Litigation Director to pursue ideas for litigation, including impact and appellate.
 - Identify and work in collaboration with Policy Director to pursue ideas for administrative and legislative advocacy.
 - Share information about Project work throughout NHLA, including via Litigation Report.
 - Identify and pursue avenues for pro bono attorneys to further Project goals.
 - Develop and maintain a national perspective on the legal services and other substantive law work pertaining to Project. (The Project Director is not be expected to be an expert in each component area of practice covered by the Project. The Project Director may delegate responsibility for tracking national developments in certain practice areas to other Project members.)
- Having primary responsibility for grant management which includes familiarity with grant terms, obligations and limitations and grant reporting.
- Ensuring that objectives of Project and goals and objectives required by grants funding the Project are met.
- Working collaboratively with Controller to set budget and hours' expectations for advocates working in Project.
- Working in active collaboration with the Development Director to submit reports and to apply for ongoing grants. Be alert to new grants or funds to support and sustain work of Project and notify Development Director of such opportunities.
- Working in active collaboration with managing attorneys in each BLO to regularly supervise legal work done by advocates in Project.

- Working with Deputy Director to resolve areas of conflict between Managing Attorney, Project Director, and/or individual advocates.
- Working collaboratively with project team members and assisting them in developing their knowledge and skills.
 - Encourage project team members to pursue training to develop complementary areas of expertise.
 - In conjunction with Deputy Director, Litigation Director, and Managing Attorneys, ensure that each NFLA advocate has a workplan including professional development goals, and help to identify opportunities, including training and co-counseling, which would fulfill the workplan.
- Establishing mechanisms such as team meetings, case acceptance meetings and staff training programs to develop the efficacy and skill of the unit.
- Providing direct services to clients.
- Working collaboratively to develop community outreach strategies.

New Hampshire Legal Assistance

Staff Attorney

Job Description - March 2008

General Responsibilities

The Staff Attorney provides comprehensive legal services to eligible clients in civil cases in accordance with program guidelines and the Code of Professional Responsibility.

Duties

- Handles a diversified caseload of individual services cases in a number commensurate with his/her experience and competence, and with the demands of his/her community.
- Develops a working knowledge of community needs, resources and desires and establishes meaningful contact and ties to community groups, organizations, etc.
- Increases knowledge and expertise in a particular substantive area so as to be able to:
 - a. help train other lawyers and support staff, etc.
 - b. participate in task forces or other groups active in developing strategy and tactics to further the interests of low-income clients in those areas.
- Supervises the regular work of paralegals and support staff.
- Reports to supervisors caseload statistics and general information regarding his/her activities at regular intervals.

Relationship

Reports directly to the Managing Attorney or other direct Supervisor, as applicable, and to the Executive Director of NHLA.

Requirements

- Member of the NH Bar or must take first available exam
- Demonstrated commitment to serving low-income clients.
- Willingness to commit her/herself to the program for a minimum of two years.
- Prior legal services experience desirable.

New Hampshire Legal Assistance

Paralegal

Job Description - March 2008

General Responsibilities

The paralegal provides paraprofessional legal services to eligible clients in civil cases in accordance with program guidelines and under the direct supervision of an attorney, according to the Code of Professional Responsibility.

Duties

A. Direct Client Services

- Interviews eligible clients, identifying their legal problems.
- Negotiates on their behalf with creditors, landlords, utility companies and governmental agencies.
- Represents clients at administrative hearings – representation entails identification, preparation, and presentation of evidence, and the drafting of legal memoranda.
- Assists NHLA attorneys in preparations for court hearings as needed.

B. Indirect Client Services

- Develops one or more areas of expertise through involvement in case work and NHLA task forces in order to better serve individual clients and to have input in developing program goals in the areas of impact litigation and legislation.
- Becomes involved in community organizations to assist them in realizing their legal rights and to make them aware of the services NHLA offers.
- Participates in community education projects.

C. In-house Responsibilities

- Participates in in-house training programs as required.
- Other reasonable requests, as the needs of the program may require.

Relationship

Reports directly to the Managing Attorney or Project Director.

Requirements

- Bachelor's degree or 2-4 years equivalent experience.
- Ability to communicate effectively both orally and in writing.
- Desire to work with sympathy for the problems of the low-income community.