

MJT
27



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas
Commissioner
Maggie Bishop
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-626-2983 TDD Access: 1-800-735-2964

December 16, 2013

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

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with New Hampshire Legal Assistance, Inc. 117 North State Street, Concord, NH 03301, (Vendor Code #154648), to provide civil legal advocacy services to juveniles up to age eighteen (18) in the Laconia, Nashua, Manchester, Farmington, Conway, Concord and Rochester areas who are at-risk for, or are involved with, the juvenile justice system by providing services through the Youth Law Project, in an amount not to exceed sixty-eight thousand two hundred seventy-six dollars (\$68,276). This amount represents an award effective January 29, 2014, or date of Governor and Executive Council approval, whichever is later, through February 1, 2015.

Funds to support this request are available in the following account for State Fiscal Year 2014 and 2015, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

05-95-42-421410-79060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, JUVENILE JUSTICE SERVICES, OJJDP

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2014	072-500575	42140614	Grants-Federal	\$ 34,138
2015	072-500575	42140614	Grants-Federal	\$ 34,138
			Total:	\$ 68,276

EXPLANATION

The purpose of this Request is to enter into an agreement with New Hampshire Legal Assistance to provide free civil legal advocacy services through the Youth Law Project to juveniles up to age eighteen (18) in the Laconia, Nashua, Manchester, Farmington, Conway, Concord and Rochester areas who are facing delinquency or Child in Need of Services petitions, as well as those youth who are at-risk of having such petitions filed against them.

The State of New Hampshire participates in the federal Office of Juvenile Justice and Delinquency Prevention Act of 2002 Formula Grants program. This grant program requires the State to support a variety of programs related to delinquency prevention and reduction, juvenile justice system improvement, research, evaluation, statistical analysis, and training and technical assistance.

The federal Office of Juvenile Justice and Delinquency Prevention administers the Formula Grants Program under Title II, Part B, of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended in 1988 and 1992 and reauthorized by Congress in 2002 [42 U.S.C. 5631-5633, Section 22 State Plans 28c (1), (2) and (2-A)]. This Act requires states to support a variety of programs related to delinquency prevention and reduction. The State Formula Grants program requires states to pass a certain amount of funds received to units of general local government or private nonprofit agencies in order to assist those agencies in delivering delinquency prevention and reduction programs.

The Department of Health and Human Services solicited proposals from local government entities and nonprofit agencies for delinquency prevention and intervention programs through the Request for Proposal process. A Request for Proposal was posted to the Department's website on July 3, 2013 with a closing date of July 30, 2013. The State Advisory Group convened on September 11, 2013 to review the fifteen (15) proposals received. The review team for the State Advisory Group included the following individuals:

- Joseph Diament – Director, Community Corrections, Department of Corrections
- Starr Smith – Case Manager, Adult Diversion Center, Merrimack County
- Bonnie St. Jean – Administrator, Department of Resource and Economic Development
- Judge Clifford Kinghorn – Judge, Administrative Office of the Courts
- Ted Kirkpatrick – Associate Dean, University of New Hampshire, Durham
- Amy Pepin – Policy Director, New Futures
- Pat Dowling – Retired Legislator, State of New Hampshire

On September 17, 2013, the State Advisory group, by consensus, selected eight (8) vendors to receive the State Formula Grants funding. New Hampshire Legal Assistance is one (1) of the eight (8) vendors selected to receive these federal funds. This vendor was chosen due to its comprehensive youth-directed civil advocacy services provided through the Youth Law Project.

The Youth Law Project provides advocacy and legal services to youth that include representation at administrative and major school disciplinary hearings, negotiations with school districts and government entities, pursuit of civil remedies that include access to mental health and special education services, which would allow juveniles to remain in the community while receiving services that ensure long-term benefits to the juvenile..

The funds awarded to New Hampshire Legal Assistance will be used by the vendor specifically to hire a paralegal that will enable the vendor to increase capacity for serving youth. Currently, the New Hampshire Legal Assistance Youth Law Project serves the areas of Laconia, Nashua, Manchester, Farmington and Conway. The addition of a paralegal to the Youth Law Project will allow for program expansion to serve juveniles in the Concord and Rochester areas, as these areas have some of the highest juvenile arrest rates and dropout rates in the State.

Should the Governor and Executive Council not approve this request, approximately seventy (70) juveniles with special education and/or mental health needs will not receive services to which they are entitled due to a lack of advocacy services available to those juveniles and their families. A decrease in the number of juveniles receiving much needed special education or mental health services will directly impact the number of juveniles arrested and/or dropping out of high school, which negatively impacts the citizens of New Hampshire.

Area Served: Laconia, Nashua, Manchester, Farmington, Conway, Concord and Rochester

Source of Funds: 100% Federal Funds

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

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

RFP 13-DHHS-DCYF-1
State Advisory Group (SAG) Prevention Services for the Community
Vendor Proposal Review
September 17, 2013

Vendor	Area Served	Consensus to Fund at Grant Level:	Consensus to NOT Fund
Child and Family Services	Concord Manchester Nashua Rochester	\$179,699	
City of Nashua Police Athletic League (PAL)	Nashua		X
City of Rochester Police Department	Rochester	\$10,000	
Concord Boys & Girls Club	Concord		X
Family Mediation and Juvenile Services	Atkinson Danville Hampstead Kingston Newton Plaistow	\$50,000	
Federation of the Crippled and Disabled (FedCap)	Statewide		X
JSI d/b/a Community Health Institute	Statewide	\$80,430	
Life Bridge, Inc.	Carroll County Grafton County		X
Nashua Boys & Girls Club	Nashua		X
Helping Our Pupils Excel (HOPE) New Hampshire, Inc.	Manchester		X
New Hampshire Legal Assistance	Concord Rochester	\$68,276	
Salem Boys & Girls Club	Salem	\$21,226	
Seacoast Youth Services	Coastal New Hampshire		X
The Upper Room	Greater Derry Area	\$66,300	
The Youth Council	Nashua	\$90,000	

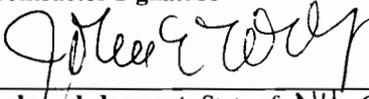
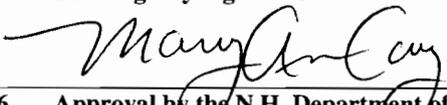
Subject: State Advisory Group (SAG) Prevention Services for the Community

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Division for Children, Youth and Families		1.2 State Agency Address 1056 North River Road Manchester, NH 03104	
1.3 Contractor Name New Hampshire Legal Assistance		1.4 Contractor Address 117 North State St. Concord, NH 03301	
1.5 Contractor Phone Number (603) 206-2216	1.6 Account Number 010-042-79060000 072-50057542140614	1.7 Completion Date February 1, 2015	1.8 Price Limitation \$68,276
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John E. Tolan, Jr. Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>12/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Brenda G. Turgeon</u> my commission expires <u>9/23/14</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Brenda G. Turgeon, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>MARY ANN COONEY</u> Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Rosemary</u> On: <u>1-7-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: JW
Date: 12/27/03

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

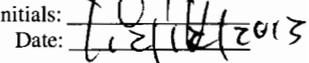
Contractor Initials: 
Date: 



Exhibit A

Scope of Services

1. Provisions Applicable to all Services

1.1 For the purpose of this Contract, any reference to days shall be a reference to consecutive calendar days.

2. Services to be provided

The Contractor will provide legal and advocacy services through the New Hampshire Legal Assistance Youth Law Project (YLP) to juveniles up to age eighteen (18) in the Laconia, Nashua, Manchester, Farmington, Conway, Concord and Rochester areas who are facing delinquency or Child in Need of Services (CHINS) petitions, as well as those who are at-risk of having such petitions filed against them. The Contractor shall:

2.1 Provide adequate staffing that includes, but is not limited to:

2.1.1 An attorney admitted to the NH Bar Association who has experience in special education law and civil legal services with the ability to provide civil legal advocacy to court-involved youth. The attorney shall:

2.1.1.1 Represent youth at major school disciplinary hearings.

2.1.1.2 Engage in policy advocacy to increase statewide use of evidence-based practices in education and juvenile justice.

2.1.1.3 Present information and instruction at the local and regional levels on the interplay between special education and juvenile justice.

2.1.2 A paralegal who possesses a bachelor's degree, or two (2) years of experience as a paralegal, with experience in serving low-income children/adolescents, as well as experience in special education advocacy or juvenile justice, and the ability to provide paraprofessional legal and advocacy services to eligible youth. The paralegal shall:

2.1.2.1 Interview eligible juveniles to identify their legal problems.

2.1.2.2 Investigate case issues.

2.1.2.3 Maintain regular communication with the juvenile and/or family, as needed.

2.1.2.4 Provide negotiation services in accordance with Section 2.3.2.

2.1.2.5 Advocate on behalf of juveniles at special education, school discipline and treatment team meetings.

2.1.2.6 Support the attorney by reviewing and organizing documents, compiling charts and graphs, researching case issues and drafting documents.

2.2 Review referrals received in order to determine type of services needed, giving priority to youth in need of placement while awaiting trial for offenses that would not warrant detention. The Contractor shall:

2.2.1 Conduct an intake interview within seven (7) days of receiving a referral.

Jery
12/12/2013



Exhibit A

-
- 2.2.2 Collaborate with the referring source to perform case investigations.
 - 2.2.3 Attend special education, school discipline and team meetings, as needed.
 - 2.2.4 Maintain contact with the juvenile, as needed.
 - 2.3 Ensure advocacy and legal services are youth-directed. The Contractor shall:
 - 2.3.1 Represent juveniles at administrative and major school disciplinary hearings. The Contractor shall:
 - 2.3.1.1 Meet face-to-face with the juvenile in the Contractor's office or in the juvenile's home, as necessary.
 - 2.3.1.2 Identify, prepare and present evidence at hearings.
 - 2.3.1.3 Draft legal documents, as needed.
 - 2.3.2 Negotiate with school districts and governmental agencies on behalf of the juvenile, as needed.
 - 2.3.3 Pursue civil remedies on behalf of the juvenile, which may include, but is not limited to, accessing mental health services, special education services, public entitlements, and other community-based services that would assist in keeping the juvenile in the community.
 - 2.3.4 Assist with initiating appropriate civil remedies in Section 2.3.3 during the disposition stage of a delinquency or CHIINS case in state or federal court to ensure services that address underlying juvenile issues are in place in order to ensure long-term benefits to the juvenile.
 - 2.4 Collaborate with community-based agencies and juvenile court diversion programs. The Contractor shall:
 - 2.4.1 Provide information, including current promotional material, regarding Contract services to the Division for Children, Youth and Families, the Center for Excellence and the NH Juvenile Court Diversion Network.
 - 2.4.2 Conduct ongoing research of civil legal issues related to special education, mental health and public entitlements for juveniles.
 - 2.4.3 Provide support services to the Office of the Public Defender by gathering and sharing case information to ensure a solid representation of the juvenile in court cases.
 - 2.4.4 Partner with the Division for Children, Youth and Families (DCYF) to provide advocacy services to youth and families prior to deep involvement with the juvenile justice system.
 - 2.4.5 Meet with DCYF, as needed, to provide information on the current civil legal issues related to special education, mental health and public entitlements for juveniles.

3. Reporting Requirements

- 3.1 In addition to any reporting requirements in Section 2 the Contractor shall:

[Handwritten Signature]
12/1/2017



Exhibit A

- 3.1.1 Provide quarterly reports to the Division for Children, Youth and Families that include, but are not limited to:
 - 3.1.1.1 A narrative summary of activities conducted in Section 2. The summary shall include, but not be limited to:
 - 3.1.1.1.1 Descriptions of advocacy and legal activities conducted including but not limited to dates, times, duration and the number of youth served by each type of service provided.
 - 3.1.1.1.2 Barriers and challenges experienced by the Contractor during the quarter.
 - 3.1.1.1.3 The Contractor's plan to address barriers and challenges in Section 3.1.1.1.2 for the next quarter.
 - 3.1.1.2 Demographic information that includes, but is not limited to:
 - 3.1.1.2.1 Number of youth served by race/ethnicity and gender.
 - 3.1.1.2.2 Number of youth who successfully access community-based services.
 - 3.1.1.2.3 Number of youth who retain New Hampshire Legal Assistance for legal services but withdraw prior to case resolution.
 - 3.1.1.2.4 Number of youth who obtain a finding of true on an unrelated petition after being beginning a program.
 - 3.1.1.2.5 Referral source.
 - 3.1.1.2.6 Number of youth who participated in each program component.
- 3.1.2 Provide quarterly reports that include backup documentation listed in Section 3.1 detailing actual expenditures for approved contract related activities.
 - 3.1.2.1 Quarterly reports shall be due as follows:
 - 3.1.2.1.1 April 30th for all activities performed from January 1st through March 31st of the current year.
 - 3.1.2.1.2 July 31st for all activities performed from April 1st through June 30th of the current year.
 - 3.1.2.1.3 October 31st for all activities performed from July 1st through September 31st of the current year..
 - 3.1.2.1.4 January 31st for all activities performed from October 1st through December 31st of the previous year.

4. Requirements of Delivery of Services

- 4.1 In addition to the reporting requirements specified in Section 3, the Contractor shall provide documented proof that, at minimum:
 - 4.1.1 Seventy (70) youth received services in Section 2.

JG 79
6/21/2013



**New Hampshire Department of Health and Human Services
State Advisory Group (SAG) Award for Prevention Services for the Community**

Exhibit A

-
- 4.1.2 Twelve (12) meetings with DCYF described in Section 2.4.5 were attended.
 - 4.1.3 Fifty (50) individuals were represented at advocacy/educational meetings identified in Section 2.2.3 by the Contractor.
 - 4.1.4 No more than seven (7) juveniles who retain New Hampshire Legal Assistance for legal services but withdraw prior to case resolution.
 - 4.1.5 Promotional materials in Section 2.4.1 have been forwarded in accordance with Section 2.4.1, no later than thirty (30) days from the Contract effective date.

JGJ
12/16/2013



New Hampshire Department of Health and Human Services
State Advisory Group (SAG) Award for Prevention Services for the Community

Exhibit B

Method and Conditions Precedent to Payment

This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #16.540, U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
3. Payment for services shall be made as follows:
 - 3.1. The Contractor will submit quarterly reports as specified in Exhibit A, Scope of Services, Sections 3, with an invoice for reimbursement of actual expenses incurred during the quarter, for a total of four (4) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. Invoices and reports identified in Section 3.1 must be submitted to:

Pamela Sullivan
Juvenile Justice Specialist
NH Department of Health and Human Services
Division for Children, Youth and Families
1056 North River Road
Manchester, NH 03104
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 3.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: NEW HAMPSHIRE LEGAL ASSISTANCE

Budget Request for: State Advisory Group (SAG) Prevention Services for the Community

Budget Period: JANUARY 1, 2014 - JUNE 30, 2014

Line Item	Direct		Indirect		Total	Contractor Share / Match		Funded by DHHHS contract share	
	Incremental	Fixed	Incremental	Fixed		Incremental	Fixed	Incremental	Fixed
1. Total Salary/Wages	\$ 21,105.00	\$ -	\$ -	\$ -	\$ 21,105.00	\$ -	\$ -	\$ 21,105.00	\$ -
2. Employee Benefits	\$ 11,110.00	\$ -	\$ -	\$ -	\$ 11,110.00	\$ -	\$ -	\$ 11,110.00	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ 1,499.00	\$ -	\$ -	\$ -	\$ 1,499.00	\$ -	\$ -	\$ 1,499.00	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 3,815.00	\$ -	\$ -	\$ 3,815.00	\$ -	\$ -	\$ -	\$ 3,815.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 295.00	\$ -	\$ -	\$ 295.00	\$ -	\$ -	\$ -	\$ 295.00
Postage	\$ -	\$ 228.00	\$ -	\$ -	\$ 228.00	\$ -	\$ -	\$ -	\$ 228.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 181.00	\$ -	\$ -	\$ 181.00	\$ -	\$ -	\$ -	\$ 181.00
Insurance	\$ -	\$ 324.00	\$ -	\$ -	\$ 324.00	\$ -	\$ -	\$ -	\$ 324.00
Band Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 34,138.00	\$ 5,587.00	\$ -	\$ -	\$ 39,725.00	\$ 5,587.00	\$ -	\$ 34,138.00	\$ -
Indirect As A Percent of Direct					16.3%				

Exhibit B-2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: NEW HAMPSHIRE LEGAL ASSISTANCE

Budget Request for: State Advisory Group (SAG) Prevention Services for the Community

Budget Period: JULY 1, 2014 - FEBRUARY 1, 2015

Line Item	Direct		Indirect		Total	Contractor Share/Match		Funded by DHH contract share	
	Incremental	Fixed	Incremental	Fixed		Incremental	Fixed	Incremental	Fixed
1. Total Salary/Wages	\$ 21,105.00	\$ -	\$ -	\$ -	\$ 21,105.00	\$ -	\$ -	\$ 21,105.00	\$ -
2. Employee Benefits	\$ 11,110.00	\$ -	\$ -	\$ -	\$ 11,110.00	\$ -	\$ -	\$ 11,110.00	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ 1,499.00	\$ -	\$ -	\$ -	\$ 1,499.00	\$ -	\$ -	\$ 1,499.00	\$ -
Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current Expenses	\$ 3,815.00	\$ -	\$ -	\$ -	\$ 3,815.00	\$ -	\$ -	\$ 3,815.00	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 324.00	\$ -	\$ -	\$ -	\$ 324.00	\$ -	\$ -	\$ 324.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Education and Training	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -
Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (specify details mandatorily):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 34,138.00	\$ -	\$ -	\$ -	\$ 34,138.00	\$ -	\$ -	\$ 34,138.00	\$ -
Indirect As A Percent of Direct					16.9%				

Contractor Initials: *JSJ*
Date: *1/21/13*

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials:
Date: 12/12/2013

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

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

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

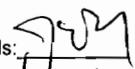
14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

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

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

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

Contractor Initials: 
Date: 12/27/13

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

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

Contractor Initials: 
Date: 12/21/2012

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

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

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

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

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

12/12/12

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

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

510212121
12/12/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

New Hampshire Legal Assistance From: 12/12/13 To: 2/1/15
 (Contractor Name) (Period Covered by this Certification)

John E. Tobin, Jr., Executive Director
 (Name & Title of Authorized Contractor Representative)

[Signature] 12/12/2013
 (Contractor Representative Signature) (Date)

Contractor Initials: JET
 Date: 12/12/2013

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: _____ through _____

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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


(Contractor Representative Signature)

John E. Tobin, Jr., Executive Director
(Authorized Contractor Representative Name & Title)

New Hampshire Legal Assistance
(Contractor Name)

12/12/2013
(Date)

NH Department of Health and Human Services

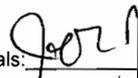
STANDARD EXHIBIT F

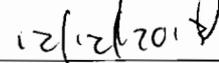
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

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

Contractor Initials: 

Date: 

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Initials:
Date: 12/12/09

LOWER TIER COVERED TRANSACTIONS

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

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

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

 _____ (Contractor Representative Signature)	<u>John E. Tobin, Jr., Executive Director</u> _____ (Authorized Contractor Representative Name & Title)
<u>New Hampshire Legal Assistance</u> _____ (Contractor Name)	<u>12/12/2013</u> _____ (Date)

Contractor Initials: JEJ
Date: 12/12/2013

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

John E. Tobin, Jr., Executive Director
(Authorized Contractor Representative Name & Title)

New Hampshire Legal Assistance
(Contractor Name)

12/12/2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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


(Contractor Representative Signature)

John E. Tobin, Jr., Executive Director
(Authorized Contractor Representative Name & Title)

New Hampshire Legal Assistance
(Contractor Name)

12/12/2012
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

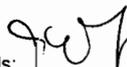
- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

[Handwritten Signature]
12/12/2012

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

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

Contractor Initials: 
Date: 12/12/2013

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

JAY
12/12/2012

(5) **Termination for Cause**

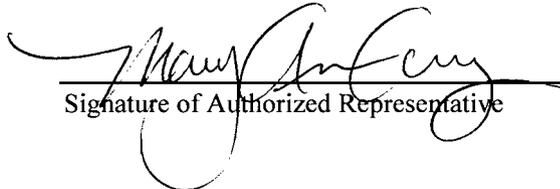
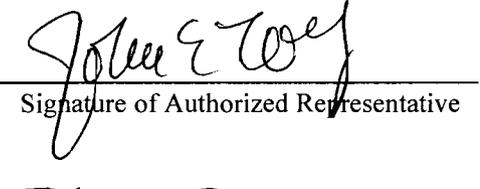
In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the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

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

<u>NH DHHS</u>	<u>New Hampshire Legal Assistance</u>
The State Agency Name	Name of the Contractor

	
Signature of Authorized Representative	Signature of Authorized Representative

<u>MARY ANN COONEY</u>	<u>JOHN E. TOBIN, JR.</u>
Name of Authorized Representative	Name of Authorized Representative

<u>Associate Commissioner</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative

<u>12/19/13</u>	<u>12/12/2013</u>
Date	Date

Contractor Initials: JET
Date: 12/12/2013

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

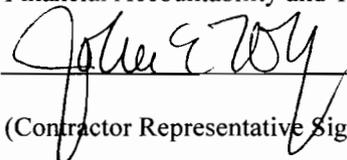
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



(Contractor Representative Signature)

John E. Tobin, Jr. Executive Director

(Authorized Contractor Representative Name & Title)

New Hampshire Legal Assistance

(Contractor Name)

12/12/2013

(Date)

Contractor initials: 
Date: 12/12/2013
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 112141080000

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

NO YES

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

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

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

NO YES

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

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

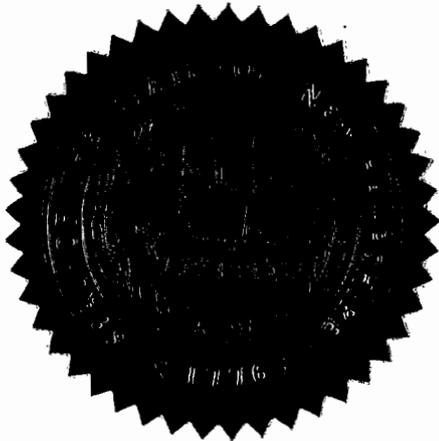
Name: _____	Amount: _____

Contractor initials: [Signature]
Date: 12/12/2013
Page # _____ of Page # _____

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 formed April 20, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Samantha Elliott, 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 two resolutions duly adopted at a meeting of the Board of Directors of
the Agency duly held on 11/13/2013:
(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 12 day of December, 2013.
(Date Contract Signed)

4. John E. Tobin, Jr. is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

SDElliott
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 12 day of December, 2013,

By Samantha Elliott.
(Name of Elected Officer of the Agency)

Branda L. Ferguson
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9/23/14

BOARD OF DIRECTORS OF NEW HAMPSHIRE LEGAL ASSISTANCE

ANNUAL BOARD RESOLUTION
AUTHORIZING FUNDING APPLICATIONS

November 13, 2013

Be it resolved that the Executive Director of New Hampshire Legal Assistance (NHLA) and/or his designee is authorized to seek and apply for funds from United Ways, the New Hampshire Bureau of Elderly and Adult Services, the New Hampshire Bar Foundation (IOLTA and other), the U. S. Department of Justice, the New Hampshire Department of Justice, the New Hampshire Department of Health and Human Services, the United States Administration on Aging, the U.S. Department of Housing and Urban Development, the New Hampshire Charitable Foundation and affiliated foundations and funds, the Endowment for Health, the New Hampshire Legislature (for renewal and possible expansion of NHLA's state appropriation), the New Hampshire Housing Finance Authority, local Community Development Offices, 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, 2014.

Adopted by the Board of Directors

November 13, 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2013

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Frances McEvoy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: fmcevoy@crossagency.com
	INSURER(S) AFFORDING COVERAGE
INSURED New Hampshire Legal Assistance, Inc. 117 N. State Street Concord NH 03301	INSURER A: Hanover Ins Co.
	INSURER B: Citizens Ins Co of America
	INSURER C:
	INSURER D:
	INSURER E:

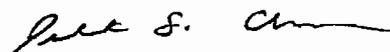
COVERAGES **CERTIFICATE NUMBER:** 13-14 All lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			OHV959625301	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			OHV959625301	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			OHV959625301	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WBV959624101 (3a.) NH All officers included	7/2/2013	7/2/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER**CANCELLATION**

DHHS, State of NH 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jill Charnley/JSC 

NEW HAMPSHIRE LEGAL ASSISTANCE LEGAL ADVICE & REFERRAL CENTER

OUR VISION, MISSION, AND VALUES

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

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

OUR VALUES

- A justice system accessible to all is a core element of our democracy's social contract that binds everyone in our state together in a web of rights and responsibilities.
- If the justice system is to operate effectively and fairly, vigorous and skillful legal advocacy should be available to those who cannot purchase it in legal disputes in which their basic needs are at stake.
- The legal aid network, the private bar, and the judiciary have a particular obligation to promote these ideals and to lead efforts to persuade our political institutions to provide the necessary resources to put these principles into practice.
- Legal advocacy to assist individuals with day-to-day legal issues and systemic advocacy to address the underlying causes of poverty are complementary strategies in a comprehensive and effective legal aid system.
- Client needs should drive the New Hampshire legal aid system and legal services should be provided in a manner that respects the dignity and value of low-income people.

OUR OPERATING PRINCIPLES

- Statewide Accessibility and Responsiveness to Community Legal Needs. The legal aid system should be easy to access and available statewide, and it should have the capacity to respond rapidly to changing client needs. Low-income people should be involved in helping legal service providers identify the highest priority legal needs to be addressed by our programs.
- Collaboration. The legal aid system in New Hampshire is a partnership whose successful functioning requires maximum collaboration among legal services programs, the private bar, the judiciary and other entities within the broader legal community.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Financial Statements

With Schedule of Expenditures of Federal Awards

December 31, 2012 and 2011

and

Independent Auditor's Report

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Financial Statements

With Schedule of Expenditures of Federal Awards

December 31, 2012 and 2011

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 OMB Circular A-133**

Schedule of Findings and Questioned Costs

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
FINANCIAL STATEMENTS
December 31, 2012 and 2011

TABLE OF CONTENTS

	<u>Page(s)</u>
INDEPENDENT AUDITOR'S REPORT	1-2
FINANCIAL STATEMENTS	
Statements of Financial Position	3
Statements of Activities	4
Statements of Cash Flows	5
NOTES TO FINANCIAL STATEMENTS	6-13
SUPPLEMENTAL SCHEDULE	
Schedules of Functional Expenses	14
FEDERAL COMPLIANCE	
Schedule of Expenditures of Federal Awards	15
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	16
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	17-18
Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by OMB Circular A-133	19-20
Schedule of Findings and Questioned Costs	21-22

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, 2012 and 2011, 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 opinions 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 opinions.

Opinions

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, 2012 and 2011, and

the changes in its net assets and its cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional expenses and schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations are 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 consolidated 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 28, 2013, 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.

Wachon Clukey & Company PC

Manchester, New Hampshire
March 28, 2013

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 Statements of Financial Position
 December 31, 2012 and 2011

ASSETS		
	<u>2012</u>	<u>2011</u>
CURRENT ASSETS:		
Cash	\$ 855,736	\$ 575,729
Investments	600,416	579,144
Grants and contracts receivable	761,889	1,611,260
Contributions receivable	103,538	8,510
Prepaid expenses	20,689	22,663
Security deposits	<u>12,300</u>	<u>13,150</u>
TOTAL CURRENT ASSETS	<u>2,354,568</u>	<u>2,810,456</u>
NONCURRENT ASSETS:		
Contributions receivable	25,000	
Land, building and equipment (net)	298,734	349,171
Law library	<u>29,424</u>	<u>29,424</u>
TOTAL NONCURRENT ASSETS	<u>353,158</u>	<u>378,595</u>
TOTAL ASSETS	<u>\$ 2,707,726</u>	<u>\$ 3,189,051</u>
LIABILITIES & NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 66,255	\$ 65,407
Accrued expenses	205,331	192,111
Deferred revenue	64,979	88,463
Deposits	66,121	58,762
Note payable	<u>11,000</u>	
TOTAL CURRENT LIABILITIES	<u>413,686</u>	<u>404,743</u>
NONCURRENT LIABILITIES		
Note payable	<u>78,000</u>	
TOTAL NONCURRENT LIABILITIES	<u>78,000</u>	<u>-</u>
TOTAL LIABILITIES	<u>491,686</u>	<u>404,743</u>
NET ASSETS		
Unrestricted	1,053,656	1,395,530
Temporarily restricted	<u>1,162,384</u>	<u>1,388,778</u>
TOTAL NET ASSETS	<u>2,216,040</u>	<u>2,784,308</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,707,726</u>	<u>\$ 3,189,051</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 Statements of Activities
 For the Years Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
CHANGES IN UNRESTRICTED NET ASSETS		
SUPPORT AND REVENUE:		
New Hampshire Bar Foundation - IOLTA	\$ 253,750	\$ 351,750
Government Grants and Contracts	863,892	1,222,126
United Ways	97,751	141,851
Contributions - Foundations	274,942	172,047
Contributions - Campaign for Legal Services	205,267	332,430
Case Revenue	202,315	299,236
Unrealized (loss) gain on investments	21,272	(6,600)
Investment income	2,183	3,284
Net assets released from restrictions	<u>1,038,778</u>	<u>1,160,766</u>
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>2,960,150</u>	<u>3,676,890</u>
EXPENSES		
Program services:		
Domestic violence project	479,287	560,417
Housing justice project	519,420	419,072
Senior citizens' law project	234,348	250,153
Youth law project	138,573	96,079
Other civil legal services	<u>1,208,385</u>	<u>1,619,715</u>
Total program services	<u>2,580,013</u>	<u>2,945,436</u>
Supporting services:		
Fund raising	126,079	110,147
Management and general	<u>595,932</u>	<u>700,988</u>
Total supporting services	<u>722,011</u>	<u>811,135</u>
TOTAL EXPENSES	<u>3,302,024</u>	<u>3,756,571</u>
(DECREASE) IN UNRESTRICTED NET ASSETS	<u>(341,874)</u>	<u>(79,681)</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
New Hampshire Bar Foundation - IOLTA	181,250	251,250
Government Grants and Contracts	468,231	1,050,000
United Ways	33,367	73,497
Contributions	129,536	14,031
Temporarily restricted net assets released from restrictions	<u>(1,038,778)</u>	<u>(1,160,766)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED		
NET ASSETS	<u>(226,394)</u>	<u>228,012</u>
CHANGE IN NET ASSETS	(568,268)	148,331
NET ASSETS - January 1	<u>2,784,308</u>	<u>2,635,977</u>
NET ASSETS - December 31	<u>\$ 2,216,040</u>	<u>\$ 2,784,308</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 Statements of Cash Flows
 For the Years Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
OPERATING ACTIVITIES		
Change in net assets	\$ (568,268)	\$ 148,331
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	52,030	59,805
Decrease (increase) in market value of investments	(21,272)	6,600
Legal settlement promissory note	91,000	
Net effect of changes in:		
Receivables	729,343	(267,009)
Prepaid expenses	1,974	49,599
Accounts payable	848	17,212
Accrued expenses	13,220	(36,183)
Deferred revenue	(23,484)	73,955
Deposits	7,359	(17,901)
Security deposits	850	2,635
Net cash provided by operating activities	<u>283,600</u>	<u>37,044</u>
INVESTING ACTIVITIES		
Purchase of property and equipment	(1,593)	
Redemption of investments		100,000
Net cash provided (used) by investing activities	<u>(1,593)</u>	<u>100,000</u>
FINANCING ACTIVITIES		
Payments on note payable	(2,000)	
Net cash (used) by financing activities	<u>(2,000)</u>	<u>-</u>
NET INCREASE IN CASH	280,007	137,044
CASH - January 1	<u>575,729</u>	<u>438,685</u>
CASH - December 31	<u>\$ 855,736</u>	<u>\$ 575,729</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2012 and 2011

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

New Hampshire Legal Assistance, Inc. (NHLA) was organized as a nonprofit entity under Section 501(c)(3) of the Internal Revenue Code. NHLA is a non-profit entity organized for the purpose of providing legal assistance to persons financially unable to afford legal assistance in the State of New Hampshire.

The accounting policies of New Hampshire Legal Assistance, Inc. 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.

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.

Investments

Investments, which consist principally of money market accounts, are carried at market value at December 31, 2012 and 2011. Unrealized gains and losses on investments are reflected in the statement of activities.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended December 31, 2012 and 2011

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 receivables are collectible as follows:

	<u>Total</u>	<u>0-1 Years</u>	<u>1-5 Years</u>	<u>> 5 Years</u>
Contribution receivables	\$ 128,538	\$ 103,538	\$ 20,000	\$ 5,000

Land, Building and Equipment

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

	<u>2012</u>	<u>2011</u>
Land	\$ 10,000	\$ 10,000
Building	406,797	405,204
Equipment	<u>275,686</u>	<u>275,686</u>
	692,483	690,890
Less Accumulated Depreciation	<u>(393,749)</u>	<u>(341,719)</u>
	<u>\$ 298,734</u>	<u>\$ 349,171</u>

Depreciation is computed using the straight-line method over estimated three to ten year lives for equipment and ten 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 was \$52,030 and \$59,805 for December 31, 2012 and 2011, respectively.

Law Library

NHLA capitalized the original cost of materials in its library and estimates the salvage value to approximate original cost; consequently, depreciation expense is not recorded. Updates to the law library are expensed as incurred.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No provision has been recorded for bad debts as of December 31, 2012 and 2011 because the Entity believes that outstanding receivables at year ends 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

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2012 and 2011

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. Accordingly, costs have been allocated among the programs and supporting services benefited.

Fund Raising Activities

Fund raising expenses represent the allocated cost of preparing contribution appeals and letters of appreciation by the staff of New Hampshire Legal Assistance, Inc. (see Note 13).

Fair Value of Financial Instruments

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

NOTE 2--INVESTMENTS

Fair Value Measurements

The Entity reports under the Fair Value Measurements, 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 Plan has the ability to access.

Level 2 - Inputs to the valuation include:

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

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.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended December 31, 2012 and 2011

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.

Cash or cash equivalent money market funds: Valued at acquisition cost.

Certificates of deposit: Valued using a market value pricing model.

Common stocks, unit investment equities, and fixed income securities: Valued at the closing price reported on the active market on which the individual securities are traded.

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:

Assets at Fair Value as of December 31, 2012				
	Level 1	Level 2	Level 3	Total
Cash Management Funds	\$ 596,639			\$ 596,639
Corporate Trusts	3,777			3,777
Total assets at fair value	<u>\$ 600,416</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 600,416</u>

Assets at Fair Value as of December 31, 2011				
	Level 1	Level 2	Level 3	Total
Cash Management Funds	\$ 334,733			\$ 334,733
Corporate Mortgage/Asset Backed Securities	9,992			9,992
Mutual Funds	230,710			230,710
Corporate Trusts	3,709			3,709
Total assets at fair value	<u>\$ 579,144</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 579,144</u>

Investment Valuation and Income Recognition

The Entity's investments as of December 31, 2012 and 2011 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Entity at year-end.

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

Investments consist of equity and debt securities, certificates of deposit, and money market investments which are carried at market value (adjusted annually). Realized and unrealized gains and losses are

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended December 31, 2012 and 2011

reflected in the statement of activities. Assets held in the investment account were as follows at December 31, 2012 and 2011:

	Market Value <u>2012</u>	Market Value <u>2011</u>
Cash management funds/certificates of deposit	\$ 596,639	\$ 334,733
Fixed income securities		9,992
Mutual funds		230,710
Unit investment equities	<u>3,777</u>	<u>3,709</u>
	<u>\$ 600,416</u>	<u>\$ 579,144</u>

NOTE 3--GRANTS AND CONTRACTS RECEIVABLE

Grants and contracts receivable, by funding category, consist of the following at December 31, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Government Grants and Contracts	\$ 509,397	\$ 1,235,351
New Hampshire Bar Foundation - IOLTA	219,000	301,500
United Way	<u>33,492</u>	<u>74,409</u>
	<u>\$ 761,889</u>	<u>\$ 1,611,260</u>

NOTE 4--NOTE PAYABLE

Notes payable at December 31, 2012 consist of the following:

	<u>2012</u>
Promissory note payable, due July 2020 with monthly payments of \$1,000.	<u>\$ 89,000</u>

This note payable is a result of a legal settlement agreement. The Entity will make monthly payments of \$1,000, with no interest, through July 2020. Also as part of the settlement agreement, the other company will be making \$5,000 payments beginning April 30, 2013 over 6 years totaling \$30,000 to the Campaign for Legal Services.

Scheduled maturities of notes payable for the next five years are:

Year Ended <u>December 31,</u>	<u>Amount</u>
2013	\$ 11,000
2014	12,000
2015	12,000
2016	12,000
2017	12,000

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended December 31, 2012 and 2011

Line of Credit

NHLA has a revolving line of credit with its primary bank for \$500,000. At December 31, 2012 and 2011 the balance was \$0.

NOTE 5--VACATION LEAVE

Accumulated earned vacation leave at December 31, 2012 and 2011 was \$99,153 and \$110,113, respectively. Earned vacation time is contingent upon employees taking vacation and is not generally paid out in cash, except for the termination of employees.

NOTE 6--PENSION PLAN

NHLA operates a 401(k) retirement plan and under this plan's "safe harbor" rules, NHLA contributes 3% of all employees' salaries to the plan. NHLA has discretion under the plan to make a higher level of contribution, and in 2012 and 2011, NHLA's discretionary contribution was 2% of all employees' salaries. Contributions totaled \$95,826 and \$97,914, in 2012 and 2011, respectively. Employees can also make additional voluntary tax-deferred contributions up to the limits provided by the law.

NOTE 7--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets represent contributions for civil legal services as of December 31, 2012 and 2011 whose use has been limited by the donors as to purpose and future time periods and are as follows:

	<u>2012</u>	<u>2011</u>
New Hampshire Bar Foundation - IOLTA	\$ 181,250	\$ 251,250
State of New Hampshire	350,000	1,050,000
State of New Hampshire - Foreclosure Settlement	468,231	
United Way	33,367	73,497
Contributions	<u>129,536</u>	<u>14,031</u>
	<u>\$ 1,162,384</u>	<u>\$ 1,388,778</u>

NOTE 8--LEASE COMMITMENTS

NHLA leases its current Manchester, New Hampshire office building under an agreement that commenced October 1, 2009 and ends September 30, 2014. NHLA leases its Concord, New Hampshire office under an agreement that commenced February 20, 2008 and ends February 19, 2013. This lease has been extended on a month to month basis through August 2013. In all of these leases there is a provision that would allow NHLA to terminate the lease before the end of the term in the event of a funding reduction. Rental expense for the leases was \$170,466 and \$221,880 for the years ended December 31, 2012 and 2011, respectively.

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

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended December 31, 2012 and 2011

Year Ended <u>December 31,</u>	<u>Annual Lease Commitments</u>
2013	\$ 57,403
2014	30,528

NOTE 9--INCOME TAXES

NHLA is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, NHLA has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code.

Financial Accounting Standards Board (FASB) 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 NHLA's tax return that are reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. NHLA does not have any unrecognized tax benefits which would be material to the financial statements. During 2012 and 2011, no new additional unrecognized tax benefits were identified. As of December 31, 2012, the tax years ending December 31, 2011, 2010 and 2009 are open for possible tax examination.

NOTE 10--CASE REVENUE

NHLA 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 NHLA also receives larger attorney fee awards in 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. Rather than spending these entire awards in the year they are received, NHLA allocates them over a period of years to avoid wide fluctuations in staff size.

NOTE 11--ECONOMIC DEPENDENCY

For the years ended December 31, 2012 and 2011, approximately 24% and 33% of total support and revenue was derived from an appropriation from the State of New Hampshire. The discontinuation of the State appropriation would result in a decrease in services provided by NHLA, until alternative revenues could be obtained.

NOTE 12--SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

NHLA maintains its cash balances in one financial institution located in Bedford, New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to a total of \$250,000. During the year ended December 31, 2011, the Entity entered into a collateralization agreement with the bank to sweep funds into a repurchase agreement. These funds are collateralized by securities held by the bank. At December 31, 2012 and 2011 the amount of funds collateralized by the bank was \$67,701 and \$254,819, respectively. At December 31, 2012, NHLA's uninsured cash balance was \$475,301.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2012 and 2011

NOTE 13--CAMPAIGN FOR LEGAL SERVICES

In June 2005, NHLA assumed administration of the Campaign for Legal Services (the Campaign) from the New Hampshire Bar Foundation. The Campaign is a joint fundraising effort seeking donations from lawyers and law firms on behalf of NHLA, the Legal Advice and Referral Center, and the Pro Bono Program of the New Hampshire Bar Entity, all not-for-profit entities providing civil legal services to low income people. Revenues and expenses of these activities have been reported as contributions received and made and as fund raising expenses in these financial statements.

NOTE 14--CONTINGENCIES

NHLA receives funds under contracts from State and Federal sources, which require that NHLA use the funds within certain periods and for purposes specified by governing laws and regulations. If expenses should be found not to have been made in compliance with the laws and regulations, NHLA might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of December 31, 2012 and 2011.

NOTE 15--SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 28, 2013, which is the date the financial statements were available to be issued.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 For the Year Ended December 31, 2012

Federal Granting Agency/Grant Program/ Grant Number/ Recipient State Agency/Grant Program/State Grant Number	Federal Catalogue Number	Expenditures
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		
Pass Through Payments from the Cities of Portsmouth and Nashua, New Hampshire		
Community Development Block Grants/Entitlement Grants	14.218	
Portsmouth		\$ 2,298
Nashua		<u>3,062</u>
		<u>5,360</u>
Fair Housing Initiatives Program #FH700G10091	14.408	<u>247,734</u>
Total Department of Housing and Urban Development		<u>253,094</u>
DEPARTMENT OF JUSTICE		
Received directly from U.S. Treasury Department		
Office of Justice Programs		
Legal Assistance for Victims	16.524	
#2011-WL-AX-0010		<u>271,158</u>
Congressionally Recommended Awards	16.753	
#2009-D1-BX-0102		<u>55,773</u>
Total Department of Justice		<u>326,931</u>
DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Pass Through Payments from New Hampshire Department of Elderly and Adult Services		
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	
#010-048-7872-540 FY 12		<u>85,641</u>
Total Department of Health and Human Services		<u>85,641</u>
Total Expenditures of Federal Awards		<u>\$ 665,666</u>

See notes to schedule of expenditures of federal awards

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
December 31, 2012

NOTE 1--GENERAL

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal financial assistance programs of the New Hampshire Legal Assistance, Inc. The New Hampshire Legal Assistance, Inc.'s reporting entity is defined in Note 1 to the Entity's financial statements. All federal financial assistance passed through other governmental agencies is included in this schedule.

NOTE 2--BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting, which is described in Note 1 to the Entity's financial statements.

NOTE 3--RELATIONSHIP TO FINANCIAL STATEMENTS

The recognition of expenditures of federal awards has been reported in the Entity's financial statements as government grants and contracts.

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

Independent Auditor's Report

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of New Hampshire Legal Assistance, Inc. (a nonprofit entity) which comprise the statements of financial position as of December 31, 2012, 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 28, 2013.

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 opinions 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 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.

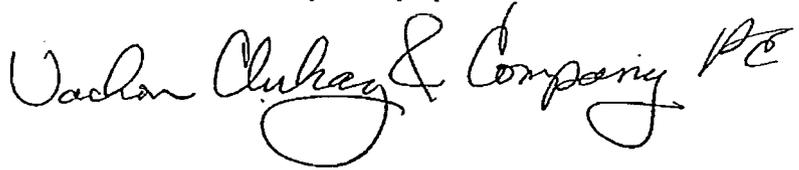
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not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

A handwritten signature in cursive script that reads "Vachon Clukey & Company PC". The signature is written in black ink and is positioned to the right of the date and location information.

Manchester, New Hampshire
March 28, 2013

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL
PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY OMB CIRCULAR A-133**

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 (a nonprofit entity) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on New Hampshire Legal Assistance, Inc.'s major federal program for the year ended December 31, 2012. New Hampshire Legal Assistance, Inc.'s major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about New Hampshire Legal Assistance, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, New Hampshire Legal Assistance, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2012.

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 OMB Circular A-133, 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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Wachon Clukey & Company PC

Manchester, New Hampshire
March 28, 2013

New Hampshire Legal Assistance, Inc.
 Schedule of Findings and Questioned Costs
 Year Ended December 31, 2012

Section I--Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: unqualified
 Internal control over financial reporting:
 Material weakness(es) identified? _____ yes X no
 Significant deficiency(ies) identified
 not considered to be material weaknesses? _____ 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
 not considered to be material weaknesses? _____ yes X none reported

Type of auditor's report issued on compliance
 for major programs: unqualified

Any audit findings disclosed that are required
 to be reported in accordance with
 Circular A-133, Section .510(a)? _____ yes X no

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
14.408	Fair Housing Initiatives Program

Dollar threshold used to distinguish
 between Type A and Type B program: \$ 300,000

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

Section II--Financial Statement Findings

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

Section III--Federal Award Findings and Questioned Costs

There were no findings and questioned costs as defined under OMB Circular A-133 .510(a).

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors 2013 (revised 6-18-2013)

BRIDGET ANDERSON	
KEN BARTHOLOMEW, Esq.	Rath, Young & Pignatelli, PC
PETER BEESON, Esq. (Secretary)	Devine Millimet & Branch
PETER W. BROWN, Esq.	Preti, Flaherty, Beliveau and Pachios
WILLIAM L. CHAPMAN	Orr & Reno PA
CLAUDIA C. DAMON, Esq.	
LARRY EDELMAN	Pierce Atwood LLP
SAMANTHA ELLIOTT, Esq.	Gallagher, Callahan & Gartrell, P.C.
JAMES FITS, CFP	Harvest Capital
DOUGLAS P. HILL, Esq.	Nungesser & Hill
JAMES D. KEROUAC, Esq. (President)	Nixon, Peabody LLP
ELIZABETH M. LEONARD, Esq. (V.P.)	McDowell & Osburn PA
TARA MARVEL	
ENRIQUE MESA	Law Serve
ROBERT E. MURPHY, JR., Esq.	Wadleigh, Starr & Peters, PLLC
KIM NORWOOD	
JOHN J. PELLETTIER, SR.	
ANNE PHILLIPS (Treasurer)	NH Charitable Foundation
JOSEPH PLAYA	Plaia LLC
DEBORAH KANE REIN	Rein Mediation
MARK C. ROUVALIS, Esq. (Chair)	McLane, Graf, Raulerson & Middleton
DARLENE SCHMIDT-BRANDT	Centrix Bank
PATRICK SHEEHAN	Sulloway & Hollis PLLC
DENISE WEBB	

Michelle E. Wangerin

EDUCATION

Boston College Law School

Newton, MA

Juris Doctor

May, 2006

Awards,

2004 Equal Justice Works Educational Scholarship Recipient

Organizations

Public Interest Law Foundation: 2005-2006 Vice President; 2006 Alumni Auction Director; 2005 Auction

and Activities:

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 Trip in Miami

Dartmouth College

Hanover, NH

Bachelor of Arts, Major: Psychology, Minor: Government

June, 2003

Dartmouth Language Study Abroad, Berlin, Germany

EMPLOYMENT

New Hampshire Legal Assistance

Portsmouth, NH

Staff Attorney / Youth Law Project Director

January, 2010-Present

Provide civil legal advocacy to 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 increase statewide use of evidence based practices in education and juvenile justice. Conduct local and regional trainings on interplay between special education and juvenile justice.

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 GAL for children in need of educational services. Negotiated with school districts to ensure children with disabilities receive proper educational services. Engaged in the formal complaint process 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

Drafted and argued civil motions in family court. Negotiated with both attorneys and pro se parties in various areas including housing, workman's compensation claims, and domestic relations, including child custody and support. Secured SSI and SSDI benefits for clients and assisted in enforcing judgments. Filed complaint on behalf of a client to the Massachusetts Commission Against Discrimination and successfully negotiated housing transfer.

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, and discipline issues, along with a more extensive memorandum on the appropriate statute of limitations for federal complaints, due process hearings, state level review hearings, and civil actions in federal district court.

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 the families of children with autism.

Candace Cannio Gebhart

SUMMARY

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

PROFESSIONAL EXPERIENCE

NEW HAMPSHIRE LEGAL ASSISTANCE

October, 2005 - present

PARALEGAL

Demonstrated ability to handle high volume caseload to effectively represent low-income clients throughout the state of New Hampshire. Ability to work independently with minimal attorney supervision. Areas of expertise include landlord-tenant (public and private), foreclosure/bankruptcy, consumer debt collection, Medicare/Medicaid, public benefits and issues affecting seniors. Participate in agency and community meetings regarding legal issues, rights and/or services by providing information that is clear, fact-based, and supported with appropriate materials. Work cooperatively with area non-profits developing strategies to effectively advocate for low-income individuals to prevent homelessness.

ORR & RENO, PA; Concord, New Hampshire

August, 2004 – October, 2005

PARALEGAL

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

OTIS, COAN & STEWART, LLC; Greeley, Colorado

2001-July, 2004

LEGAL ASSISTANT

Assist partner in preparation of real estate documents, primarily for subdivisions (development agreements, covenants, homeowner association documents); responsible for preparation of mechanic's lien documents, demand letters for collection and, when necessary, pleadings for same (complaint, motions for default judgment, etc.).

LAW OFFICES OF ZILDA MCCAUSLAND & EILER & AICKLEN, LLC

2000-2001

LEGAL ASSISTANT

Santa Rosa, California

Legal and factual research for a family law practitioner (McCausland) and the satellite office of a firm specializing in defense of personal injury litigation matters. Approximately 40% of Ms. McCausland's caseload was in the representation of non-English speaking children during the term of dependency and neglect proceedings.

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

LEGAL ASSISTANT

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

BOULDER COUNTY LEGAL SERVICES; Boulder, Colorado 1990 - 1994

PRO BONO COORDINATOR / PARALEGAL

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

ADDITIONAL RELEVANT EXPERIENCE

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

LEGAL ASSISTANT

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

LEGAL ASSISTANT

ACHIEVEMENTS

PARALEGAL PROFESSIONALISM AWARD 2009

{in recognition of my efforts to save homes, prevent homelessness, and advocate for low-income families in New Hampshire}

TWIN PINE RANCH & FARTHING RANCH, Wyoming 1994 - 1998

RANCH HAND

NOMINATED BY THE BOULDER BAR ASSOCIATION AND THE BOULDER 1994

WOMEN'S BAR ASSOCIATION FOR THE COLORADO BAR ASSOCIATION'S
JACOB V. SCHAEZEL AWARD *{demonstrated dedication to the develop-
ment and delivery of legal services to the poor}*

EDUCATION

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

PRATT INSTITUTE; Brooklyn, NY
Bachelor Industrial Design

Megan E. Dillon

Profile

Accomplished paralegal/administrative professional with a Bachelor's Degree from Roger Williams University. Looking for employment with a non-profit or charitable organization that would incorporate legal or other forms of advocacy for the benefit of individuals/families. 8+ years experience in both corporate and non-profit firms. Praised for interpersonal skills in dealing with both clients and adverse agencies. Highly organized and motivated. Strong multi-tasking, writing and communication skills. Exercised independent judgment demonstrated by successfully representing disabled individuals in over 200 claims for Social Security Disability and Medicaid benefits while also performing support work for multiple attorneys. Demonstrated creativity and motivation by organizing employee participation in fundraising events to gain over \$10,000 in donations to support our legal advocacy work.

Experience

Paralegal Advocate, New Hampshire Legal Assistance, Manchester, NH 2007-Present
Paralegal advocate for the non-profit legal firm of New Hampshire Legal Assistance. Responsible for representing low income individuals/families in appeal claims for the denial of Social Security and Medicaid benefits. Responsible for collecting medical evidence, drafting opening/closing statements, drafting direct testimony exam questions and representing clients at administrative appeal hearings as their primary advocate. Also responsible for performing support work for 2-3 attorneys including drafting record requests, interviewing clients, legal research, compiling data for grant reports, and organizing presentations/conferences for area agencies. Responsible for organizing a statewide conference hosted by our organization to meet grant obligations under the Department of Housing and Urban Development in May 2010.

Paralegal, Sheehan, Phinney, Bass & Green, Manchester, NH 2006-2007
Maintain phone calls, calendars, and billing for five attorneys. Draft client correspondence and legal documents (i.e. Memos, Purchase and Sales Agreements, Annual Meeting Minutes, Employment Contracts, etc.). Perform conflict checks using Elite and open new client matters. Maintain and update filing system using Microsoft Word, Excel and Elite. Assist in set up for presentations and conferences. Cover for main reception when requested.

Courtroom Clerk II, Concord District Court, Concord, NH 2003-2006
Facilitate courtroom proceedings for daily arraignment and trial sessions. Operate and maintain recording equipment for video arraignments from the Merrimack County House of Corrections and other facilities. Train new employees in courtroom procedure and use of recording equipment. Daily interaction with the public in both criminal and civil matters. Open new case files and maintain court docket and filing system. Take oaths and notarize criminal complaints as a Justice of the Peace.

Administrative Assistant, Windsor Brook Property Advisors, Dover, NH Summer- 2003
Maintained and organized various real estate property files. Recorded and updated account balances for rental properties using Microsoft Excel. Provided assistance in design and distribution of pamphlets to advertise various properties. Calculated square footage and surveyed suites for repairs and improvements. Answered phones.

Education

Roger Williams University, Bristol, RI— B.S in Criminal Justice, Minor, Psychology 2003

Erin P. Jasina

WORK EXPERIENCE

NEW HAMPSHIRE LEGAL ASSISTANCE (NHLA)

January 2008-present

Paralegal, Domestic Violence Advocacy Project

- Assist attorneys in the representation of domestic violence victims 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
- Co-ordinate with domestic violence crisis centers statewide to locate attorneys within NHLA to represent clients at final domestic violence restraining order hearings
- 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 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
- Collect and analyze project statistics for Federal and State grant progress reports
- Conduct legal research using Westlaw, the Internet, and public records

NEW HAMPSHIRE LEGAL ASSISTANCE

January 2008-present

Paralegal

- Represent clients seeking unemployment compensation from the Department of Employment Security at the Appeal Tribunal level and Appellate Board level

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

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

Erin P. Jasina

- 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
Paralegal Professional Certificate Program

January-March 2005

THE CATHOLIC UNIVERSITY OF AMERICA, Washington, DC
B.A. Media Studies

1999-2003

- 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

- Serve as Chair and NHLA's representative to the Strafford County Family Justice Center Advisory Council
- Chair of the Service Delivery Work Group for the Strafford County Family Justice Center (Fall 2010-Summer 2011)
- Attended the National Family Justice Center Alliance Conference (2011, 2012)
- Member of the NH Domestic Violence Advisory Council created under a Legal Assistance for Victims grant sponsored by the Office on Violence Against Women of the U.S. Department of Justice
- Attend annual NH Statewide Conferences on Domestic and Sexual Violence and Stalking
- Previous member of the Workshop Planning Committee responsible for hosting two training events in Rhode Island in the Fall of 2006, pertaining to elder abuse and people with disabilities. Both trainings were made possible through a grant from the Office on Violence Against Women of the U.S. Department of Justice.
- 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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michelle Wangerin	Project Director/Attorney	\$65,537	0	0
Candace Gebhart	Project Paralegal	\$63,468	25%	\$10,552
Megan Dillon	Project Paralegal	\$51,260	36%	\$15,196
Erin Jasina	Project Paralegal	\$49,631	39%	\$16,462