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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

Nicholas A. Toumpas
 Commissioner

Diane Langley
 Director

BUREAU OF ELDERLY & ADULT SERVICES
 129 PLEASANT STREET, CONCORD, NH 03301-3857
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May 20, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to exercise a renewal option to an existing agreement with New Hampshire Legal Services, Concord, New Hampshire (Vendor #154648) to continue providing Legal Services, by increasing the price limitation by \$174,119 from \$139,295 in an amount not to exceed \$313,414 and changing the end date from June 30, 2015 to September 30, 2016, effective July 1, 2015 or date of Governor and Council approval, whichever is later. The original contract was approved by Governor and Executive Council on June 28, 2014 (Item #106). 45% Federal funds and 55% General funds.

Funds are anticipated to be available in State Fiscal Years 2016 and 2017 in the following accounts, upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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

State Fiscal Year	Class/Object	Class Title	Current Budget Amount	Increase/Decrease Amount	Revised Budget Amount
2015	540-500382	Social Service Contracts	\$139,295	\$0	\$139,295
2016	540-500382	Social Service Contracts	\$0	\$139,295	\$139,295
2017	540-500382	Social Service Contracts	\$0	\$34,824	\$34,824
			\$139,295	\$174,119	\$313,414

EXPLANATION

Approval of this Amendment will allow the Department to continue to provide legal services to low income elderly adults to secure and maintain maximum independence and dignity. Legal services meet the needs of those individuals who require the assistance of a lawyer or paralegal and who meet Title III Older American Act (OAA) requirements which stipulate that participants must be age sixty (60) or older and have the greatest economic and/or social needs. Participants receive legal, financial and consumer information and education that enhance and increase financial literacy and help prevent identity theft and financial exploitation of older individuals.

This Contractor was selected through a competitive bid process.

Should the Governor and Executive Council not authorize this agreement; services provided to low income, elderly clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their homes and communities. This would result in needing more costly long-term care services in traditional nursing homes or community based care programs. These legal services will allow elderly adults to secure and maintain independence, health, and quality of life while remaining in their homes and communities by increasing their financial literacy and helping prevent identity theft and financial exploitation.

Area served: Statewide

Source of Funds for these contracts: 55% General Funds and 45% Federal Funds from United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III – Grants for State and Community Programs on Aging, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 15AANHT3SS

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

Respectfully submitted,


Diane Langley
Director

Approved by: 
Nicholas A. Toumpas
Commissioner



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

This first Amendment to the Legal Services Contract (hereinafter referred to as "Amendment #1") dated May 7, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Legal Assistance (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 117 North State Street, Concord, NH, 03301.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #106), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council; and

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to increase the price limitation;

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation, to read: \$313,414.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.



**New Hampshire Department of Health and Human Services
Legal Services**

8. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
9. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4 that reads,
 - “4. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:
 - 4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.
 - 4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.”
10. Delete in its entirety, Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

New Hampshire Department of Health and Human Services
Legal Services



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

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

5/22/15
Date

State of New Hampshire
Department of Health and Human Services
Marie Moran
Deputy Commissioner
for Diane Langley
Director

5/13/15
Date

New Hampshire Legal Assistance
Lynne M Parker
NAME Lynne M Parker.
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on 5/13/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Brandon H. Turgan
Name and Title of Notary or Justice of the Peace

My commission expires: 9/17/19



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

OFFICE OF THE ATTORNEY GENERAL

5/21/15
Date

[Signature]
Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Purpose:

The Contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan and any of the Home and Community Based Care Waivers; administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period: July 1, 2014 through September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

4. Geographic Area to be served:

The Contractor shall provide services to eligible clients located in all cities and towns statewide.

5. Services Provided in this Agreement

	Legal Services
Program:	
Title III	x

6. Service descriptions

- 6.1. The contractor shall provide legal services related to the following areas:
 - 6.1.1. Legal advice, counseling and litigation by attorneys and paralegals to address questions and concerns of a civil nature related to
 - 6.1.1.1. consumer problems,
 - 6.1.1.2. family matters,
 - 6.1.1.3. health care,
 - 6.1.1.4. public/private housing,
 - 6.1.1.5. the Supplemental Nutrition Assistance Program
 - 6.1.1.6. Public assistance benefits and utility shut-offs.
 - 6.1.1.7. Problems related to nursing home care or residential care services.
- 6.2. Provide legal representation at hearings or in court by attorneys, when necessary,
- 6.3. Provide statewide telephone access through a toll-free number.
- 6.4. Increase the public's awareness of this service by:
 - 6.4.1. performing community outreach and education
 - 6.4.2. providing materials, available as written or electronic, to increase individuals' awareness of their legal rights and of available legal services.
- 6.5. Legal services may be provided to nursing home residents or individuals living in a residential care setting.



Exhibit A Amendment #1

- 6.6. The contractor shall be a Legal Services Corporation as defined in Section 307 (a) (11) of the Older Americans Act. If the contractor is not a Legal Services Corporation, then it must coordinate its services with existing Legal Services Corporation projects in order to concentrate the use of funds to serve individuals with the greatest need.
- 6.7. Staff shall be qualified to plan and deliver legal services within this scope and shall meet all applicable federal, state, and local regulations.
- 6.8. Legal services shall be provided statewide.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for or requests services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): In the event that an individual has been referred to a Contractor by APS, the Contractor shall not take an application, determine or redetermine the individual's eligibility, or issue eligibility notifications, in accordance with the NH Administrative Rules He-E 502. Upon completion of the APS investigation, the contractor shall be responsible for Section 7.2 and 7.3 as they are applicable under the NH Administrative Rule He-E 502.

7.2. Client Application/Request for Services

The contractor shall complete an intake and applications for services, in accordance with the NH Administrative Rules He-E 502. For applications pursuant to NH Administrative Rule He-E 502 (Title III), Contractors shall review requests for services and determine eligibility.

7.3. Client Eligibility

The Contractor shall determine eligibility for services and shall be in compliance with the New Hampshire Administrative Rule He-E 502.

7.4. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.4.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
- 7.4.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit its written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:
- 7.4.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.4.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;



Exhibit A Amendment #1

- 7.4.5. A description of time frames necessary for obtaining staff replacements;
- 7.4.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.4.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.5. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 5.

- 1) Eligibility:
 - a) The number of applications/service requests and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.
The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.
 - 2) Quality and Appropriateness:
 - a) Service Records: the number and percent of individuals' service records where the plans contain evidence of person-centered planning;
 - i) The number and percent of individuals for whom a report to Adult Protective Services was made.
 - b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
 - c) The contractor will indicate the reasons why:
 - i) Applicants were referred to Adult Protective Services; and
 - ii) The number and percent of individuals surveyed who reported their experiences with their services were not satisfactory or better.
 - d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality of services.
 - 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to the Bureau of Elderly and Adult Services (BEAS).
 - 4) Service Delivery
 - a) The number of open cases at the end of each reporting period, and
 - b) The Contractor will indicate the reasons applicants did not receive their planned services.
 - c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.6. Reporting Requirements:

The Contractor shall complete quarterly reports which will be a pre-defined electronic form provided by the Department. Quarterly is defined as July 1, to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Legal Services
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.



Exhibit A Amendment #1

In addition, the Contractor shall complete the Legal Services Form two (2) times per year. This form will be due by January 31 and July 31 of each State Fiscal Year. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

- The number of half hour units served by client and by city or town.

7.7. Client Fees and Donations

7.7.1. Title III Services

Except as provided in paragraph 7.9.3, NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.7.2. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent and/or ameliorate neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules He-E 700, the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.1.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.8. Adult Protective Services

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

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

The Contractor shall follow the plan of care established by the APS social worker.

The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.9. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.



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7.10. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

- 7.10.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.10.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.11. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.12. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.13. Culturally and Linguistically Appropriate Standards of Care

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

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.



Exhibit A Amendment #1

7.14. Wait Lists

- 7.14.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with the NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:
- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.15. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations
 - (a) Examples of failure to meet service obligations may include, but not limited to: scope of services may include, but are not limited to:
 - (i) Reducing hours of operation
 - (ii) Changing a geographic service area
 - (iii) Closing or opening a site
- 2) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services;
 - c) How service recipients and the community will be notified; and



Exhibit A Amendment #1

- d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 3) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
 - b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
 - c) The Contractor terminates a services or services for any reason;
 - d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.16. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.17. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.18. Contract Monitoring

The Contractor shall:

- 7.18.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.18.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.19. Financial Integrity Maintenance

- 7.19.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide to the State, quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor, including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 30, and July 31 as applicable to each State Fiscal year in the contract period. All statements must be certified by an officer of the reporting entity.
- 7.19.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:



New Hampshire Department of Health and Human Services
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1. Require a corrective action plan for identified deficiencies, or
 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.19.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.19.4. Risk Assessment Process:
 The State will analyze financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk 70% and Above
 - Moderate Risk From 26% to 69%
 - High Risk 25% and Below
- 7.19.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 7.19.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. Payment for contracted services will be made up to the Total Maximum Dollar Amount Allowed by Funding source and at the reimbursement rates identified in Table A:

Funding Source	Service	Rate per Half Hour of Service	Total Maximum Dollar Amount Allowed by Funding Source for SFY 15	Total Maximum Dollar Amount Allowed by Funding Source for SFY 16	Total Maximum Dollar Amount Allowed by Funding Source for July 1, 2016 to September 30, 2016
Title III	Legal Services	\$27.87	\$139,295	\$139,295	\$34,824

3. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Legal Services	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-540-500382

- 3.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.
4. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
5. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
6. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall,



Exhibit B Amendment #1

by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

7. Invoice Submission:

7.1. Title III Services: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual services during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

7.2. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

7.3. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients that support the requests for reimbursement, upon DHHS request.



SPECIAL PROVISIONS

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

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



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

LMP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

5/13/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

5/13/15

Date

Lynne M Parker

Name: Lynne M Parker,
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

LMP

Date

5/13/15

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 8th day of April, A.D. 2015

A handwritten signature in cursive script that reads "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 the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 11/12/2014:
(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 13th day of May, 2015.
(Date Contract Signed)

4. Lynne M. Parker is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

S. Elliott
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 13 day of May, 2015.

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

Brenda H. Jurgens
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9/17/19

NEW HAMPSHIRE LEGAL ASSISTANCE

Board of Directors

ANNUAL BOARD RESOLUTION
AUTHORIZING FUNDING APPLICATIONS

November 12, 2014

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, 2015.

Adopted by the Board of Directors

November 12, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/11/2015

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, CISR PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: fmcevoy@crossagency.com																						
INSURED NEW HAMPSHIRE LEGAL ASSISTANCE INC. 117 N. STATE STREET CONCORD NH 03301		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hanover Insurance Group, Inc.</td> <td>22292</td> </tr> <tr> <td>INSURER B:</td> <td>Citizens Ins Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hanover Insurance Group, Inc.	22292	INSURER B:	Citizens Ins Co of America	31534	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
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COVERAGES **CERTIFICATE NUMBER:** 14-15 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"/> PROJECT <input type="checkbox"/> LOC			OHV9596253	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			OHV9596253	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			OHV9596253	7/1/2014	7/1/2015	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/A	WBV9596241 (3a.) NH All Officers Included	7/2/2014	7/2/2015	<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
NH Department of Health and Human Service Bureau of Elderly and Adult Services 129 Pleasant Street Brown Building 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 Bebra Nowalk/BN5 <i>Bebra Nowalk</i>

NEW HAMPSHIRE LEGAL ASSISTANCE LEGAL ADVICE & REFERRAL CENTER

OUR VISION, MISSION, AND VALUES

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

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

OUR VALUES

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

OUR OPERATING PRINCIPLES

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

- Stewardship. The legal aid system is continuously accountable to our clients, funders, and partners. We have a duty of stewardship to preserve and enhance our programs and services over the long-term for the benefit of future clients.
- Organizational Excellence. The legal aid programs in New Hampshire are committed to achieving excellence both in the quality of our service to clients and in the efficient use of the resources available to us. We will take advantage of economies of scale whenever possible and promote effective use of existing and emerging technologies by developing necessary and appropriate organizational structures.
- Professional Excellence. To assure that NHLA and LARC provide low-income people with high-quality legal services, our legal aid programs should recruit and retain staff of the highest quality by offering competitive compensation and providing the training, supervision, and technological support needed to assure the highest level of staff performance for our clients.

Excerpted from Strategic Plan

Approved on November 14, 2012

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Financial Statements

December 31, 2014 and 2013

and

Independent Auditor's Report

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
FINANCIAL STATEMENTS
December 31, 2014 and 2013

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INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of New Hampshire Legal Assistance, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Legal Assistance, Inc., as of December 31, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses and the combining statements of financial position and combining statements of activities are presented for purposes of additional analysis and are 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.

Vachon Aubrey & Company PC

Manchester, New Hampshire
March 26, 2015

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 Statements of Financial Position
 December 31, 2014 and 2013

ASSETS		
	2014	2013
CURRENT ASSETS:		
Cash	\$ 1,215,945	\$ 963,383
Investments	500,953	500,488
Grants and contracts receivable	1,006,926	877,785
Contributions receivable	38,527	53,238
Prepaid expenses	38,383	49,049
Security deposits	13,850	12,300
TOTAL CURRENT ASSETS	<u>2,814,584</u>	<u>2,456,243</u>
NONCURRENT ASSETS:		
Contributions receivable	15,000	20,000
Land, building and equipment (net)	255,587	268,302
Law library	29,424	29,424
TOTAL NONCURRENT ASSETS	<u>300,011</u>	<u>317,726</u>
TOTAL ASSETS	<u>\$ 3,114,595</u>	<u>\$ 2,773,969</u>
LIABILITIES & NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 55,560	\$ 29,474
Accrued expenses	113,798	112,638
Deferred revenue	50,000	38,938
Deposits	46,128	49,505
Current portion of note payable	12,000	12,000
TOTAL CURRENT LIABILITIES	<u>277,486</u>	<u>242,555</u>
NONCURRENT LIABILITIES		
Note payable, less current portion	53,000	65,000
TOTAL NONCURRENT LIABILITIES	<u>53,000</u>	<u>65,000</u>
TOTAL LIABILITIES	<u>330,486</u>	<u>307,555</u>
NET ASSETS		
Unrestricted	997,798	964,790
Temporarily restricted	1,786,311	1,501,624
TOTAL NET ASSETS	<u>2,784,109</u>	<u>2,466,414</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,114,595</u>	<u>\$ 2,773,969</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 Statements of Activities
 For the Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
CHANGES IN UNRESTRICTED NET ASSETS		
SUPPORT AND REVENUE:		
New Hampshire Bar Foundation - IOLTA	\$ 327,833	\$ 268,331
Government Grants and Contracts	787,924	1,039,969
United Ways	128,692	132,959
Contributions - Foundations and Other	198,496	317,346
Contributions - Campaign for Legal Services	218,745	174,146
Case Revenue	142,797	163,625
Investment income	4,243	2,870
Net assets released from restrictions	<u>1,501,624</u>	<u>1,162,384</u>
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,310,354</u>	<u>3,261,630</u>
 EXPENSES		
Program services:		
Domestic violence project	328,941	429,806
Housing justice project	632,937	537,305
Senior citizens' law project	191,571	259,655
Youth law project	239,099	142,547
Other civil legal services	<u>1,131,434</u>	<u>1,251,620</u>
Total program services	<u>2,523,982</u>	<u>2,620,933</u>
Supporting services:		
Fund raising	210,734	198,420
Management and general	<u>542,630</u>	<u>531,143</u>
Total supporting services	<u>753,364</u>	<u>729,563</u>
TOTAL EXPENSES	<u>3,277,346</u>	<u>3,350,496</u>
 INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>33,008</u>	<u>(88,866)</u>
 CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
New Hampshire Bar Foundation - IOLTA	234,167	191,669
Government Grants and Contracts	1,498,896	1,185,127
United Ways	33,250	32,438
Contributions	19,998	92,390
Temporarily restricted net assets released from restrictions	<u>(1,501,624)</u>	<u>(1,162,384)</u>
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>284,687</u>	<u>339,240</u>
 CHANGE IN NET ASSETS	317,695	250,374
 NET ASSETS - January 1	<u>2,466,414</u>	<u>2,216,040</u>
NET ASSETS - December 31	<u><u>\$ 2,784,109</u></u>	<u><u>\$ 2,466,414</u></u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 Statements of Cash Flows
 For the Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 317,695	\$ 250,374
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	20,338	39,056
Net effect of changes in:		
Receivables	(109,430)	(60,596)
Prepaid expenses	10,666	(28,360)
Accounts payable	26,086	(36,781)
Accrued expenses	1,160	(92,693)
Deferred revenue	11,062	(26,041)
Deposits	(3,377)	(16,616)
Security deposits	(1,550)	
Net cash provided by operating activities	<u>272,650</u>	<u>28,343</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(7,623)	(8,624)
Purchase of investments	(465)	
Redemption of investments		99,928
Net cash provided (used) by investing activities	<u>(8,088)</u>	<u>91,304</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on note payable	(12,000)	(12,000)
Net cash (used) by financing activities	<u>(12,000)</u>	<u>(12,000)</u>
NET INCREASE IN CASH	252,562	107,647
CASH - January 1	<u>963,383</u>	<u>855,736</u>
CASH - December 31	<u>\$ 1,215,945</u>	<u>\$ 963,383</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2014 and 2013

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

New Hampshire Legal Assistance, Inc. 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, 2014 and 2013.

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

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2014 and 2013

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>
Contributions receivable	<u>\$ 53,527</u>	<u>\$ 38,527</u>	<u>\$ 15,000</u>

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>2014</u>	<u>2013</u>
Land	\$ 10,000	\$ 10,000
Building	421,175	415,421
Equipment	<u>277,555</u>	<u>275,686</u>
	708,730	701,107
Less Accumulated Depreciation	<u>(453,143)</u>	<u>(432,805)</u>
	<u>\$ 255,587</u>	<u>\$ 268,302</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 \$20,338 and \$39,056 for December 31, 2014 and 2013, respectively.

Law Library

The Entity 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, 2014 and 2013 because the Entity believes that all outstanding receivables are fully collectible.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. Actual results could differ from those estimates.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2014 and 2013

Functional Allocation of Expenses

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

Fund Raising Activities

Fund raising expenses represent the allocated cost of the Campaign for Legal Services. (See Note 13). The distributions of Campaign donations to the Entity's two Campaign partner agencies are shown as fundraising expenses because the Entity pays out this money but they are not typical, out-of-pocket expenses. These distributions totaled \$77,052 and \$80,845 in 2014 and 2013, respectively.

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

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

Level 2 - Inputs to the valuation include:

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

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

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2014 and 2013

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

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

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

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

Unit investment equities: 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 as of December 31, 2014 and 2013:

Assets at Fair Value as of December 31, 2014				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash Management Funds	\$ 498,614			\$ 498,614
Unit Investment Equities	2,339			2,339
Total assets at fair value	<u>\$ 500,953</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 500,953</u>

Assets at Fair Value as of December 31, 2013				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash Management Funds	\$ 497,665			\$ 497,665
Unit Investment Equities	2,823			2,823
Total assets at fair value	<u>\$ 500,488</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 500,488</u>

Investment Valuation and Income Recognition

The Entity's investments as of December 31, 2014 and 2013 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 unit investment equities, and money market investments which are carried at market value (adjusted annually). Realized and unrealized gains and losses are reflected in the statement of activities. Assets held in the investment account were as follows at December 31, 2014 and 2013:

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended December 31, 2014 and 2013

	Market Value <u>2014</u>	Market Value <u>2013</u>
Cash management funds	\$ 498,614	\$ 497,665
Unit investment equities	2,339	2,823
	<u>\$ 500,953</u>	<u>\$ 500,488</u>

NOTE 3--GRANTS AND CONTRACTS RECEIVABLE

Grants and contracts receivable, by funding category, consist of the following at December 31, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Government Grants and Contracts	\$ 683,697	\$ 606,481
New Hampshire Bar Foundation - IOLTA	281,000	230,000
United Way	42,229	41,304
	<u>\$ 1,006,926</u>	<u>\$ 877,785</u>

NOTE 4--NOTE PAYABLE

Notes payable at December 31, 2014 and 2013 consist of the following:

	<u>2014</u>	<u>2013</u>
Promissory note payable, due July 2020 with monthly payments of \$1,000.	<u>\$ 65,000</u>	<u>\$ 77,000</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:

<u>Year Ended December 31,</u>	<u>Amount</u>
2015	\$ 12,000
2016	12,000
2017	12,000
2018	12,000
2019	12,000

Line of Credit

The Entity has a revolving line of credit with its primary bank for \$500,000. At December 31, 2014 and 2013 the balance was \$0.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2014 and 2013

NOTE 5--VACATION LEAVE

Accumulated earned vacation leave at December 31, 2014 and 2013 was \$89,911 and \$91,122, 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

The Entity operates a 401(k) retirement plan and under this plan's "safe harbor" rules, the Entity contributes 3% of all employees' salaries to the plan. The Entity has discretion under the plan to make a higher level of contribution, and in 2014 and 2013, The Entity's discretionary contribution was 2% of all employees' salaries. Contributions totaled \$98,267 and \$101,658, in 2014 and 2013, 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, 2014 and 2013 whose use has been limited by the donors as to purpose and future time periods and are as follows:

	<u>2014</u>	<u>2013</u>
New Hampshire Bar Foundation - IOLTA	\$ 234,167	\$ 191,669
State of New Hampshire	600,000	550,000
State of New Hampshire - Foreclosure Settlement	898,896	635,127
United Way	33,250	32,438
Contributions	19,998	92,390
	<u>\$ 1,786,311</u>	<u>\$ 1,501,624</u>

NOTE 8--LEASE COMMITMENTS

The Entity leases its current Manchester, New Hampshire office building under an agreement that commenced October 1, 2014 and ends September 30, 2019. The Entity leases its Concord, New Hampshire office under an agreement that commenced November 19, 2014 and ends November 18, 2019. In all of these leases there is a provision that would allow the Entity to terminate the lease before the end of the term in the event of a funding reduction. Rental expense for the leases was \$170,593 and \$172,638 for the years ended December 31, 2014 and 2013, 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, 2014 and 2013

<u>Year Ended</u> <u>December 31,</u>	<u>Annual Lease</u> <u>Commitments</u>
2015	\$ 135,338
2016	136,810
2017	139,113
2018	141,466
2019	119,122
	<u>\$ 671,849</u>

NOTE 9--INCOME TAXES

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

The FASB adopted Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. It prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity had no uncertain tax positions as of December 31, 2014 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

The Entity's tax returns are subject to examination by taxing authorities for a period of three years from the date they were filed. As of December 31, 2014, the tax years 2013, 2012 and 2011 remain subject to possible examination by major tax jurisdictions.

NOTE 10--CASE REVENUE

The Entity receives a regular stream of case revenue from fees in Social Security and SSI disability cases. These fee awards must be approved by the Social Security Administration Administrative Law Judge. From time to time the Entity also receives larger attorney fee awards in individual and class action cases. These class action fee awards are episodic and it is not possible to predict in advance their amounts or the dates they will be received. Rather than spending these entire awards in the year they are received, the Entity allocates them over a period of years to avoid wide fluctuations in staff size.

NOTE 11--ECONOMIC DEPENDENCY

For the years ended December 31, 2014 and 2013, approximately 36% and 28% 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 the Entity, until alternative revenues could be obtained.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2014 and 2013

NOTE 12--SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Entity maintains its cash balances in one financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to a total of \$250,000. The Entity has entered into a collateralization agreement with the bank to sweep funds into a repurchase agreement. These funds are collateralized by securities held by the Federal Reserve in the bank's name. At December 31, 2014 and 2013 the amount of funds collateralized by the bank was \$1,047,656 and \$725,762, respectively. At December 31, 2013, the Entity's uninsured cash balance was \$46,957.

NOTE 13--CAMPAIGN FOR LEGAL SERVICES

In June 2005, the Entity assumed administration of the Campaign for Legal Services (the Campaign) from the New Hampshire Bar Foundation. The Campaign is a joint fundraising effort on behalf of the Entity, the Legal Advice and Referral Center (LARC) and the Pro Bono Referral Program of the New Hampshire Bar Association (Pro Bono), all not-for-profit entities providing civil legal services to low-income people. Revenue and expenses of these activities have been reported as contributions received and made and as fund raising expenses in these financial statements. The Campaign had total revenue of \$238,760 and \$266,569 and total expenses of \$100,052 and \$82,221 in 2014 and 2013 respectively. The distributions to the Campaign partners totaled \$211,100 and \$221,495 in 2014 and 2013 respectively. 2013 revenue consisted of revenue raised in 2013, plus a portion of 2012 revenue that became available for distribution in early 2013. The Entity received \$134,049 and \$140,650, LARC received \$45,387 and \$47,621, and Pro Bono received \$31,665 and \$33,224 in distributions in 2014 and 2013 respectively.

NOTE 14--CONTINGENCIES

The Entity receives funds under contracts from State and Federal sources, which require that the Entity 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, the Entity 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, 2014 and 2013.

NOTE 15--SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 26, 2015, which is the date the financial statements were available to be issued.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Schedules of Functional Expenses
For the Years Ended December 31, 2014 and 2013

December 31, 2014

	Program Services				Supporting Services		Combined Total	
	Domestic Violence Project	Housing Justice Project	Senior Citizens' Law Project	Youth Law Project	Other Civil Legal Services	Management and General		Fund Raising
Salaries	\$ 202,496	\$ 407,788	\$ 119,649	\$ 124,485	\$ 77,910	\$ 315,843	\$ 381,617	\$ 1,963,945
Payroll taxes	17,677	35,609	10,217	10,432	57,052	27,149	32,803	163,790
Employee benefits	43,715	87,078	24,357	25,155	141,782	64,290	77,678	399,765
Space and occupancy	20,955	37,148	9,614	13,171	72,429	46,960	53,714	207,031
Office supplies and expenses	3,188	7,222	2,428	2,189	11,912	4,406	15,581	42,520
Postage	951	1,735	463	626	3,634	1,640	2,070	9,479
Equipment rental and maintenance	2,251	3,974	1,055	7,726	16,441	4,545	5,250	21,691
Communications	2,928	5,378	1,435	1,951	12,672	5,032	6,016	30,380
Library	4,347	7,387	1,960	4,391	17,210	984	266	35,561
Training and meetings	1,457	5,022	9,230	3,776	2,011	5,923	11,826	39,245
Insurance	2,028	3,577	930	1,281	6,942	201	7,054	21,812
Dues and fees	1,335	1,899	1,048	3,560	8,315	1,070	1,355	9,670
Litigation expenses	9,954	4,416	1,231	2,048	12,656			30,305
Temporaries/contract services	5,271	9,824	2,502	38,103	16,888	40,994	63,260	135,848
Sub-Grants		5,147	2,033	1,330	6,080			14,590
Travel	9,166	7,561	3,425	6,899	10,606			37,657
Distributions to Campaign Partners			569	779	4,664			9,406
Other expenses	1,222	2,172			15,700			17,092
Depreciation								5,034
Total functional expenses	\$ 328,941	\$ 632,937	\$ 191,571	\$ 239,099	\$ 1,131,434	\$ 542,630	\$ 753,364	\$ 3,277,346

December 31, 2013

	Program Services				Supporting Services		Combined Total	
	Domestic Violence Project	Housing Justice Project	Senior Citizens' Law Project	Youth Law Project	Other Civil Legal Services	Management and General		Fund Raising
Salaries	\$ 226,428	\$ 332,540	\$ 173,450	\$ 82,100	\$ 815,747	\$ 319,484	\$ 387,801	\$ 2,018,066
Payroll taxes	20,128	32,528	14,964	7,192	62,885	25,872	32,164	169,661
Employee benefits	47,449	75,749	36,172	16,819	155,405	68,455	78,051	409,645
Space and occupancy	23,556	34,158	14,240	9,062	73,737	49,946	56,608	211,361
Office supplies and expenses	2,280	3,629	1,883	869	5,513	5,810	10,311	24,485
Postage	1,195	1,947	723	459	4,214	2,283	2,715	11,253
Equipment rental and maintenance	2,213	3,200	1,365	851	7,323	4,255	4,880	19,832
Communications	3,323	4,842	1,994	1,298	11,858	5,301	6,236	29,551
Library	3,020	4,397	1,996	2,901	16,386	180	180	28,880
Training and meetings	1,071	1,737	701	1,704	15,292	5,485	5,660	26,165
Insurance	2,471	3,590	1,498	966	7,972	7,236	7,800	24,297
Dues and fees	1,966	2,825	1,600	787	6,012	2,212	2,212	15,402
Litigation expenses	13,343	4,636	1,542	610	3,412			23,543
Temporaries/contract services	4,691	6,907	2,972	1,890	17,758	23,142	35,455	69,673
Sub-Grants	63,494	16,621		8,925	89,040			89,040
Travel	11,819	6,270	3,670	5,596	12,445	1,705	2,014	41,814
Distributions to Campaign Partners			885	518	4,338			80,845
Other expenses	1,359	1,929			31,323	2,044	8,898	17,927
Depreciation						7,733	7,733	39,056
Total functional expenses	\$ 429,806	\$ 537,305	\$ 259,655	\$ 142,547	\$ 1,251,620	\$ 531,143	\$ 729,563	\$ 3,350,496

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statements of Financial Position
December 31, 2014

ASSETS	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CURRENT ASSETS:				
Cash	\$ 1,097,212	\$ 118,733		\$ 1,215,945
Investments	500,953			500,953
Grants and contracts receivable	1,117,175		\$ (110,249)	1,006,926
Contributions receivable		38,527		38,527
Prepaid expenses	38,383			38,383
Security deposits	13,850			13,850
TOTAL CURRENT ASSETS	<u>2,767,573</u>	<u>157,260</u>	<u>(110,249)</u>	<u>2,814,584</u>
NONCURRENT ASSETS:				
Contributions receivable		15,000		15,000
Land, building and equipment (net)	255,587			255,587
Law library	29,424			29,424
TOTAL NONCURRENT ASSETS	<u>285,011</u>	<u>15,000</u>	<u>-</u>	<u>300,011</u>
TOTAL ASSETS	<u>\$ 3,052,584</u>	<u>\$ 172,260</u>	<u>\$ (110,249)</u>	<u>\$ 3,114,595</u>
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 13,549	\$ 152,260	\$ (110,249)	\$ 55,560
Accrued expenses	113,798			113,798
Deferred revenue	50,000			50,000
Deposits	46,126	2		46,128
Current portion of note payable	12,000			12,000
TOTAL CURRENT LIABILITIES	<u>235,473</u>	<u>152,262</u>	<u>(110,249)</u>	<u>277,486</u>
NONCURRENT LIABILITIES				
Note payable, less current portion	53,000			53,000
TOTAL NONCURRENT LIABILITIES	<u>53,000</u>	<u>-</u>	<u>-</u>	<u>53,000</u>
TOTAL LIABILITIES	<u>288,473</u>	<u>152,262</u>	<u>(110,249)</u>	<u>330,486</u>
NET ASSETS				
Unrestricted	997,798			997,798
Temporarily restricted	1,766,313	19,998		1,786,311
TOTAL NET ASSETS	<u>2,764,111</u>	<u>19,998</u>	<u>-</u>	<u>2,784,109</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,052,584</u>	<u>\$ 172,260</u>	<u>\$ (110,249)</u>	<u>\$ 3,114,595</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statements of Financial Position
December 31, 2013

ASSETS	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CURRENT ASSETS:				
Cash	\$ 943,855	\$ 19,528		\$ 963,383
Investments	500,488			500,488
Grants and contracts receivable	878,159		\$ (374)	877,785
Contributions receivable		53,238		53,238
Prepaid expenses	49,049			49,049
Security deposits	12,300			12,300
TOTAL CURRENT ASSETS	<u>2,383,851</u>	<u>72,766</u>	<u>(374)</u>	<u>2,456,243</u>
NONCURRENT ASSETS:				
Contributions receivable		20,000		20,000
Land, building and equipment (net)	268,302			268,302
Law library	29,424			29,424
TOTAL NONCURRENT ASSETS	<u>297,726</u>	<u>20,000</u>	<u>-</u>	<u>317,726</u>
TOTAL ASSETS	<u>\$ 2,681,577</u>	<u>\$ 92,766</u>	<u>\$ (374)</u>	<u>\$ 2,773,969</u>
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 29,474	\$ 374	\$ (374)	\$ 29,474
Accrued expenses	112,638			112,638
Deferred revenue	38,938			38,938
Deposits	49,503	2		49,505
Current portion of note payable	12,000			12,000
TOTAL CURRENT LIABILITIES	<u>242,553</u>	<u>376</u>	<u>(374)</u>	<u>242,555</u>
NONCURRENT LIABILITIES				
Note payable, less current portion	65,000			65,000
TOTAL NONCURRENT LIABILITIES	<u>65,000</u>	<u>-</u>	<u>-</u>	<u>65,000</u>
TOTAL LIABILITIES	<u>307,553</u>	<u>376</u>	<u>(374)</u>	<u>307,555</u>
NET ASSETS				
Unrestricted	964,790			964,790
Temporarily restricted	1,409,234	92,390		1,501,624
TOTAL NET ASSETS	<u>2,374,024</u>	<u>92,390</u>	<u>-</u>	<u>2,466,414</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,681,577</u>	<u>\$ 92,766</u>	<u>\$ (374)</u>	<u>\$ 2,773,969</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statements of Activities
For the Year Ended December 31, 2014

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CHANGES IN UNRESTRICTED NET ASSETS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	\$ 327,833			\$ 327,833
Government Grants and Contracts	787,924			787,924
United Ways	128,692			128,692
Contributions - Foundations	196,373		\$ 2,123	198,496
Contributions - Campaign for Legal Services	134,049	\$ 218,745	(134,049)	218,745
Reimbursement of campaign expenses	101,328		(101,328)	-
Case Revenue	142,797			142,797
Investment income	4,226	17		4,243
Net assets released from restrictions	1,409,234	92,390		1,501,624
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,232,456</u>	<u>311,152</u>	<u>(233,254)</u>	<u>3,310,354</u>
EXPENSES				
Program services:				
Domestic violence project	328,941			328,941
Housing justice project	632,937			632,937
Senior citizens' law project	191,571			191,571
Youth law project	239,099			239,099
Other civil legal services	1,131,434			1,131,434
Total program services	<u>2,523,982</u>	<u>-</u>	<u>-</u>	<u>2,523,982</u>
Supporting services:				
Fund raising	210,734	100,052	(100,052)	210,734
Management and general	464,732	211,100	(133,202)	542,630
Total supporting services	<u>675,466</u>	<u>311,152</u>	<u>(233,254)</u>	<u>753,364</u>
TOTAL EXPENSES	<u>3,199,448</u>	<u>311,152</u>	<u>(233,254)</u>	<u>3,277,346</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>33,008</u>	<u>-</u>	<u>-</u>	<u>33,008</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS				
New Hampshire Bar Foundation - IOLTA	234,167			234,167
Government Grants and Contracts	1,498,896			1,498,896
United Ways	33,250			33,250
Contributions		19,998		19,998
Temporarily restricted net assets released from restrictions	(1,409,234)	(92,390)		(1,501,624)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>357,079</u>	<u>(72,392)</u>	<u>-</u>	<u>284,687</u>
CHANGE IN NET ASSETS	<u>390,087</u>	<u>(72,392)</u>	<u>-</u>	<u>317,695</u>
NET ASSETS - January 1	<u>2,374,024</u>	<u>92,390</u>	<u>-</u>	<u>2,466,414</u>
NET ASSETS - December 31	<u>\$ 2,764,111</u>	<u>\$ 19,998</u>	<u>\$ -</u>	<u>\$ 2,784,109</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statements of Activities
For the Year Ended December 31, 2013

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CHANGES IN UNRESTRICTED NET ASSETS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	\$ 268,331			\$ 268,331
Government Grants and Contracts	1,039,969			1,039,969
United Ways	132,959			132,959
Contributions - Foundations	315,894		\$ 1,452	317,346
Contributions - Campaign for Legal Services	140,649	\$ 174,146	(140,649)	174,146
Reimbursement of campaign expenses	83,069		(83,069)	-
Case Revenue	163,625			163,625
Investment income	2,836	34		2,870
Net assets released from restrictions	1,032,848	129,536		1,162,384
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,180,180</u>	<u>303,716</u>	<u>(222,266)</u>	<u>3,261,630</u>
EXPENSES				
Program services:				
Domestic violence project	429,806			429,806
Housing justice project	537,305			537,305
Senior citizens' law project	259,655			259,655
Youth law project	142,547			142,547
Other civil legal services	1,251,620			1,251,620
Total program services	<u>2,620,933</u>	<u>-</u>	<u>-</u>	<u>2,620,933</u>
Supporting services:				
Fund raising	198,420	82,221	(82,221)	198,420
Management and general	449,693	221,495	(140,045)	531,143
Total supporting services	<u>648,113</u>	<u>303,716</u>	<u>(222,266)</u>	<u>729,563</u>
TOTAL EXPENSES	<u>3,269,046</u>	<u>303,716</u>	<u>(222,266)</u>	<u>3,350,496</u>
(DECREASE) IN UNRESTRICTED NET ASSETS	<u>(88,866)</u>	<u>-</u>	<u>-</u>	<u>(88,866)</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS				
New Hampshire Bar Foundation - IOLTA	191,669			191,669
Government Grants and Contracts	1,185,127			1,185,127
United Ways	32,438			32,438
Contributions		92,390		92,390
Temporarily restricted net assets released from restrictions	(1,032,848)	(129,536)		(1,162,384)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>376,386</u>	<u>(37,146)</u>	<u>-</u>	<u>339,240</u>
CHANGE IN NET ASSETS	<u>287,520</u>	<u>(37,146)</u>	<u>-</u>	<u>250,374</u>
NET ASSETS - January 1	<u>2,086,504</u>	<u>129,536</u>	<u>-</u>	<u>2,216,040</u>
NET ASSETS - December 31	<u>\$ 2,374,024</u>	<u>\$ 92,390</u>	<u>\$ -</u>	<u>\$ 2,466,414</u>

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors 2015 (revised 3-25-2015)

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JAMES D. KEROUAC, Esq. (Chair)	Wadleigh, Starr & Peters, PLLC			

LYNNE M. PARKER



EXPERIENCE

NEW HAMPSHIRE LEGAL ASSISTANCE, Concord, New Hampshire
Executive Director

Serve as Director of NHLA's five office, statewide law firm representing low-income clients and seniors in civil matters. Oversee NHLA budget and fiscal matters. Engage in revenue generation, development and strategic priorities planning. Work closely with senior managers to implement NHLA's project priorities and achieve long term goals. Foster strong relations with NHLA Board members, external partners and program supporters. Oversee hiring, personnel matters and legal work of organization. Collaborate with legal services partners to improve services to clients.

(August 2014 to present)

(Deputy Director, 2005 – August 2014)

(Staff Attorney, 1999 – 2005)

VIRGINIA COOPERATIVE EXTENSION, VIRGINIA TECH, Arlington, Virginia
Site Director, AmeriCorps Project

Directed pilot AmeriCorps program in a low resource, ethnically diverse community. Recruited, trained, and supervised members and volunteers. Developed and implemented curriculum, training, programming, and evaluation materials. Marketed programs to residents and stakeholders. Managed on-site budget.

(1997 – 1999)

WALTHAM ALLIANCE TO CREATE HOUSING, INC., Waltham, Massachusetts
Housing Services Coordinator

Represented and counseled recipients of state housing subsidies. Acted as liaison to state economic development agencies and local officials on housing creation. Assisted in preparation of grant proposals and funding reports. Developed and coordinated outreach activities to Latino community.

(1993)

SOUTHEASTERN MASSACHUSETTS LEGAL ASSISTANCE CORPORATION,
Brockton, Massachusetts
Staff Attorney

Represented clients in state and federal housing advocacy and litigation, evictions, foreclosures, and domestic relations. Wrote and developed educational materials. Emphasis on provision of services to Spanish-speaking community.
(1991 – 1993)

PINE TREE LEGAL ASSISTANCE, INC., *Bangor, Maine*
Managing Attorney, Farmworker Unit

Supervised litigation, case handling, and outreach for attorneys, paralegals, and support staff. Participated in management meetings, conferences, and institutes.

Represented migrant farmworkers in both state and federal courts in areas of housing, employment, public benefits, education and immigration law. Provided intensive on site outreach and education to workers. Met with representatives of government and media. Traveled throughout Maine and New Brunswick, Canada.
(Managing Attorney, 1990 – 1991); (Staff Attorney, 1988 – 1990)

BACKUS, MEYER & SOLOMON, *Manchester, New Hampshire*
Law Clerk

Assisted attorneys in representation of local organizations opposed to construction and use of Seabrook Nuclear Power Plant.
(1987 – 1988)

MASSACHUSETTS LAW REFORM INSTITUTE, *Boston, Massachusetts*
Summer Intern

Drafted issue papers and assisted in development of impact litigation in areas of fair housing advocacy and utilities law.
(Summer 1986)

NEW HAMPSHIRE PEOPLE'S ALLIANCE, *Concord, New Hampshire*
Summer Intern

Campaigned to gain support for legislative bills to advance health care for the elderly, a stronger Superfund, and higher voter registration rates.
(Summer 1985)

CASTNER & EDWARDS, *Boston, Massachusetts*
Paralegal

Member of team involved in massive production of documents for litigation involving W.R. Grace.
(1983 – 1985)

UNITED STATES PEACE CORPS, *Guatemala City, Guatemala*
Cooperative Extensionist

Recruited new members, publicized activities, and promoted benefits of savings and loan cooperative. Developed educational materials and engaged in outreach efforts to local

communities. Provided instruction to groups of women and girls to develop skills to create small businesses.

(1982 – 1983)

EDUCATION

UNH SCHOOL OF LAW, *Concord, New Hampshire*

Juris Doctor, 1988

MOUNT HOLYOKE COLLEGE, *South Hadley, Massachusetts*

Bachelor of Arts, Political Science, 1982

LANGUAGES

Fluent in Spanish.

INTERESTS

Gardening, hiking, bike riding, travel, yoga, horseback riding.

CHERYL STEINBERG

EXPERIENCE:

NEW HAMPSHIRE LEGAL ASSISTANCE, Concord, New Hampshire

Director, Senior Citizens Law Project, May 2010 – present

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

Development Director, October 2006 – September 2010

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

Staff/Directing Attorney, January 1999 – August 2007

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

DISABILITIES RIGHTS CENTER, INC., Concord, New Hampshire

Staff Attorney, January 1997 – December 1998

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

CONNOR AND KITCHEN, Manchester, New Hampshire

Of Counsel, August 1996 – January 1997

Represented persons in family and special education law matters.

LAW OFFICES OF ROBERT V. JOHNSON, II, Concord, New Hampshire

Associate, October 1995 – July 1996

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

CHAMBERLAIN AND CONNOR, Manchester, New Hampshire

Associate, August 1993 – October 1995

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

THE HONORABLE SHANE DEVINE, SENIOR JUDGE

UNITED STATES DISTRICT COURT, Concord, New Hampshire

Extern, September 1992 – May 1993

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

EDUCATION:

FRANKLIN PIERCE LAW CENTER, Concord, New Hampshire

Juris Doctor, May 1993

SOUTHERN ILLINOIS UNIVERSITY, Carbondale, Illinois

Bachelor of Arts, Sociology, August 1983

Honors: Sociology Major Honors Award

BAR ADMISSION AND PROFESSIONAL ASSOCIATIONS:

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

NEW HAMPSHIRE LEGAL ASSISTANCE

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	15 Months Amount Paid from this Contract
Cheryl Steinberg	SLP Director	\$101,551	55.7%	\$70,705
Kay Drought	Litigation Director	\$104,173	12.0%	\$15,626
Candace Gebhart	Staff Paralegal	\$ 66,545	5.5%	\$ 4,575
Vickie Brooks	Staff Paralegal	\$ 68,648	10.5%	\$ 9,010
Dona Larsen	Staff Paralegal	\$ 66,550	20.8%	\$17,303



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
 Commissioner

Diane Langley, Director
 Sheri Rockburn, Director

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

May 28, 2014

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

106 MTT
 69% Federal funds
 36% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with New Hampshire Legal Services, Concord, New Hampshire (Vendor #154648) to provide Legal Services in an amount not to exceed \$139,295 effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2015.

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

Fiscal Year	Class/Object	Class Title	Amounts
2015	540-500382	Social Service Contracts	\$139,295

EXPLANATION

The purpose of this Requested Action is to purchase legal services that allow elderly adults to secure and maintain maximum independence and dignity. Legal services meet the needs of those individuals who require the assistance of a lawyer or paralegal and who meet Title III Older American Act (OAA) requirements which stipulate that participants must be age sixty (60) or older and have the greatest economic and/or social needs. Participants receive legal, financial and consumer information and education that enhance and increase financial literacy and help prevent identity theft and financial exploitation of older individuals.

Legal services provided through this agreement assist eligible people to live as independently as possible in safety and with dignity. The Department will measure the contractor's performance based on the following: The contractor will conduct client surveys on the quality of the services to ensure satisfactory services to the elderly population. Additionally, the contractor will be collecting and reporting data on the number of clients served; the number of hours spent on delivering services to the clients; and the locations of the clients receiving services. Information collected by the contractors will be used by the Department to understand gaps in service delivery and to be better informed to engage in more meaningful discussions about these important services that assist elderly and disabled adults to remain in their homes and communities.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 28, 2014
Page 2 of 2

The Department posted a Request for Applications #15-DHHS-DCBCS-BEAS-RFA-04 to seek vendors to provide legal services on the Department's website from April 24, 2014 to May 12, 2014. New Hampshire Legal Assistance was the only applicant and was selected as the vendor to enter into a contract to provide these services.

The contract includes an option to renew the contract for up to two years to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

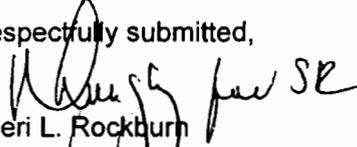
Should the Governor and Executive Council not authorize this agreement, services provided to low income, elderly clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their homes and communities. This would result in needing more costly long-term care services in traditional nursing homes or community based care programs. These legal services will allow elderly adults to secure and maintain independence, health, and quality of life while remaining in their homes and communities by increasing their financial literacy and helping prevent identity theft and financial exploitation.

Area served: Statewide

Sources of Funds: 64% Federal funds from the Administration for Community Living's Special Programs for the Aging-Title III and 36% General Funds.

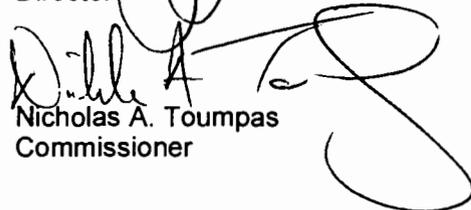
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Sheri L. Rockburn
Director

Approved by:



Nicholas A. Toumpas
Commissioner

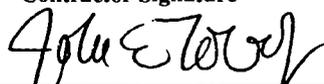
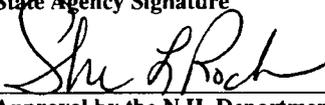
Subject: Legal Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name New Hampshire Legal Assistance		1.4 Contractor Address 117 North State Street Concord, NH 03301	
1.5 Contractor Phone Number 603-206-2216	1.6 Account Number Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$139,295.
1.9 Contracting Officer for State Agency Mary Maggioncalda		1.10 State Agency Telephone Number 603-271-9096	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John E. Tobin, Jr. Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>23</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>Shari Rockman Director</u>	
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 A. Fitch</u> On: <u>6-2-14</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: Q47
Date: 5/23/2014

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: 
Date: 5/23/2014

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.

JW
6/22/2014

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Deborah Kane Rein, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of New Hampshire Legal Assistance
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 11/13/2013:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, _____, for the provision of _____ legal _____ services.

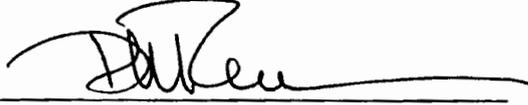
RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 23rd day of May, 2014.
(Date Contract Signed)

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

of the Corporation.


(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 23rd day of May, 2014.

By Deborah Kane Rein
(Name of Clerk of the Corporation)


(Notary Public/Justice of the Peace)

(NOTARY SEAL.)

Commission Expires: 9/23/14



Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

4. Geographic Area to be served:

The Contractor shall provide services to eligible clients located in all cities and towns statewide.

5. Services Provided in this Agreement

	Legal Services
Program:	
Title III	x

6. Service descriptions

- 6.1. The contractor shall provide legal services related to the following areas:
- 6.2. Legal advice, counseling and litigation by attorneys and paralegals to address questions and concerns of a civil nature related to
 - 6.2.1. consumer problems,
 - 6.2.2. family matters,
 - 6.2.3. health care,
 - 6.2.4. public/private housing,
 - 6.2.5. the Supplemental Nutrition Assistance Program
 - 6.2.6. Public assistance benefits and utility shut-offs.
 - 6.2.7. Problems related to nursing home care or residential care services.
- 6.3. Provide legal representation at hearings or in court by attorneys, when necessary,
- 6.4. Provide statewide telephone access through a toll-free number.
- 6.5. increase the public's awareness of this service by:
 - 6.5.1. performing community outreach and education
 - 6.5.2. providing materials, available as written or electronic, to increase individuals' awareness of their legal rights and of available legal services.

Contractors Initials: *[Signature]*
Date: *5/23/2014*



Exhibit A

- 6.6. Legal services may be provided to nursing home residents or individuals living in a residential care setting.
- 6.7. The contractor shall be a Legal Services Corporation as defined in Section 307 (a) (11) of the Older Americans Act. If the contractor is not a Legal Services Corporation, then it must coordinate its services with existing Legal Services Corporation projects in order to concentrate the use of funds to serve individuals with the greatest need.
- 6.8. Staff shall be qualified to plan and deliver legal services within this scope and shall meet all applicable federal, state, and local regulations.
- 6.9. Legal services shall be provided statewide.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for or requests services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): In the event that an individual has been referred to a Contractor by APS, the Contractor shall not take an application, determine or redetermine the individual's eligibility, or issue eligibility notifications, in accordance with the NH Administrative Rules He-E 502. Upon completion of the APS investigation, the contractor shall be responsible for Section 7.2 and 7.3 as they are applicable under the NH Administrative Rule He-E 502.

7.2. Client Application/Request for Services

The contractor shall complete an intake and applications for services, in accordance with the NH Administrative Rules He-E 502. For applications pursuant to NH Administrative Rule He-E 502 (Title III), Contractors shall review requests for services and determine eligibility.

7.3. Client Eligibility

The Contractor shall determine eligibility for services and shall be in compliance with the New Hampshire Administrative Rule He-E 502.

7.4. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.4.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
- 7.4.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit its written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:
- 7.4.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;



Exhibit A

- 7.4.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.4.5. A description of time frames necessary for obtaining staff replacements;
- 7.4.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.4.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.5. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 5.

1) Eligibility:

- a) The number of applications/service requests and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Service Records: the number and percent of individuals' service records where the plans contain evidence of person-centered planning;
 - i) The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) Applicants were referred to Adult Protective Services; and
 - ii) The number and percent of individuals surveyed who reported their experiences with their services were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality of services.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to the Bureau of Elderly and Adult Services (BEAS).

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.6. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Legal Services
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.



Exhibit A

In addition, the Contractor shall complete the Legal Services Form two (2) times per year. This form will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

- The number of half hour units served by client and by city or town.

7.7. Client Fees and Donations

7.7.1. Title III Services

Except as provided in paragraph 7.9.3, NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.7.2. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent and/or ameliorate neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules He-E 700, the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.1.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.8. Adult Protective Services

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

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

The Contractor shall follow the plan of care established by the APS social worker.

The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.9. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

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Exhibit A

7.10. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

- 7.10.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.10.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.11. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.12. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.13. Culturally and Linguistically Appropriate Standards of Care

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

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

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Exhibit A

7.14. Wait Lists

- 7.14.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with the NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:
- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.15. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations
 - (a) Examples of failure to meet service obligations may include, but not limited to: scope of services may include, but are not limited to:
 - (i) Reducing hours of operation
 - (ii) Changing a geographic service area
 - (iii) Closing or opening a site
- 2) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services;
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.

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- 3) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
- a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
 - b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
 - c) The Contractor terminates a services or services for any reason;
 - d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.16. Transition Process

The Contractor shall have a transition process for clients in the event that they may be transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.17. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.18. Contract Monitoring

The Contractor shall:

7.18.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.18.2. Ensure the Department is provided with access that includes but is not limited to:

- a) Data
- b) Financial records
- c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- e) Scheduled phone access to Contractor principals and staff
- f) Timely unscheduled phone response by Contractor principals and staff.

7.19. Financial Integrity Maintenance

7.19.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide, quarterly, within thirty (30) days from the last day of the quarter, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.19.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

- 1. Require a corrective action plan for identified deficiencies, or
- 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.19.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

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Exhibit A

- 7.19.4. Risk Assessment Process:
 The State will analyze financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk 70% and Above
 - Moderate Risk From 26% to 69%
 - High Risk 25% and Below

- 7.19.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.19.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: *JS*
 Date: *5/23/2014*



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.20. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Contractors Initials: *je1*
 Date: *5/23/2014*



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37
2. Payment for contracted services will be made up to the Total Maximum Dollar Amount Allowed by Funding source and at the reimbursement rates identified in Table A:

Funding Source	Service	Rate per Half Hour of Service	Total Maximum Dollar Amount Allowed by Funding Source
Title III	Legal Services	\$27.87	\$139,295

3. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Legal Services	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-540-500382

4. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
5. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
6. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

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 5/23/2014



Exhibit B

7. Invoice Submission:

7.1. Title III Services: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual services during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

7.2. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

7.3. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients that support the requests for reimbursement, upon DHHS request.

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SPECIAL PROVISIONS

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

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

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **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

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subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
 - 4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

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5/23/2014



Exhibit C-1

- 4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. Subparagraph 9 Audit of Exhibit C Special Provisions of this contract is deleted and replaced with the following subparagraph:
9. Audit: Contractor shall submit an annual audit to the Department within 120 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Account Office (GAO standards) as the pertain to financial compliance audits.
- 9.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the Unites States Department of Health and Humans Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such and exception.
6. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and is replaced with the following subparagraph:
- 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$2,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

5/23/2014
Date

John E. Tobin Jr.
Name: John E. Tobin Jr.
Title: Executive Director

Contractor Initials JET
Date 5/23/2014



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

5/23/2014
Date

Contractor Name: *New Hampshire
Legal Assistance*
John E. Tobin, Jr.
Name: *John E. Tobin, Jr.*
Title: *Executive Director*



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5/23/2014
Date

Contractor Name: *New Hampshire
Legal Assistance*

John E. Tobin Jr.
Name: *John E. Tobin Jr.*
Title: *Executive Director*

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5/23/2014



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 Name: *New Hampshire
Legal Assistance*

5/23/2014
Date

John C. Tobin, Jr.
Name: *John C. Tobin, Jr.*
Title: *Executive Director*

Contractor Initials *JCT*
Date 5/23/2014