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STATE OF NEW HAMPSHIRE
JAN 15 2015 PM 2:55 DAS
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas
 Commissioner
 Lorraine Bartlett
 Acting Director

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

January 5, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend and existing agreement with New Hampshire Legal Assistance, Inc. 117 North State Street, Concord, NH 03301, (Vendor Code #154648), to provide civil legal advocacy services to juveniles up to age eighteen (18) in the Laconia, Nashua, Manchester, Farmington, Conway, Concord and Rochester areas who are at-risk for, or are involved with, the juvenile justice system by providing services through the Youth Law Project, by extending the contract end date from February 1, 2015 to February 1, 2016 upon Governor and Executive Council approval with no change to the contract price limitation of \$68,276. The Governor and Executive Council approved the original agreement on January 29, 2014, (Item # 27). 100% Federal Funds.

Funds to support this request are available in the following account for State Fiscal Year 2014 and 2015 and anticipated for State Fiscal Year 2016, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without further approval from the Governor and Executive Council.

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

State Fiscal Year	Class/Account	Activity Code	Class Title	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
2014	072-500575	42140614	Grants-Federal	\$34,138.00	(\$17,002.07)	\$17,135.93
2015	072-500575	42140614	Grants-Federal	\$34,138.00	(\$1,226.45)	\$32,911.55
2016	072-500575	42140614	Grants-Federal	\$0.00	\$18,228.52	\$18,228.52
Totals:				\$68,276.00	\$0.00	\$68,276.00

EXPLANATION

The purpose for this amendment is to extend the contract end date in order to allow New Hampshire Legal Assistance to meet the contract obligations. The original contract approved by the Governor and Executive Council included the provision of one new full time position. The funded position was created, then recruited and trained. As a result of the tasks involved with the creation of a new position, the time and resources allocated to the contract could not be used until such time that vendor was able to fully engage the new position.

Therefore, the vendor needed more time in order to meet the contractual obligations of being able to provide free civil legal advocacy services through the Youth Law Project to juveniles up to age eighteen (18) in the Laconia, Nashua, Manchester, Farmington, Conway, Concord and Rochester areas who are facing delinquency or Child in Need of Services petitions, as well as those youth who are at-risk of having such petitions filed against them.

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

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

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

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

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

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

The funds awarded to New Hampshire Legal Assistance will be used by the vendor specifically to hire a paralegal that will enable the vendor to increase capacity for serving youth. Currently, the New Hampshire Legal Assistance Youth Law Project serves the areas of Laconia, Nashua, Manchester,

Farmington and Conway. The addition of a paralegal to the Youth Law Project will allow for program expansion to serve juveniles in the Concord and Rochester areas, as these areas have some of the highest juvenile arrest rates and dropout rates in the State.

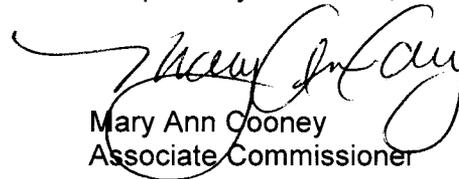
Should the Governor and Executive Council not approve this request, approximately seventy (70) juveniles with special education and/or mental health needs will not receive services to which they are entitled due to a lack of advocacy services available to those juveniles and their families. A decrease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

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

Source of Funds: 100% Federal Funds

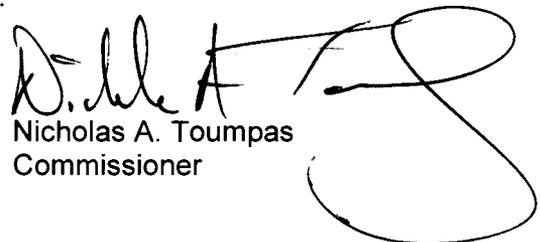
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



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

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Advisory Group (SAG)
Prevention Services for the Community Contract**

This 1st Amendment to the State Advisory Group (SAG) Prevention Services for the Community contract (hereinafter referred to as "Amendment #1") dated this 5th day of January, 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 non-profit corporation with a place of business at 117 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 29, 2014 (Item #27), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may, amend the Contract by written agreement of the parties and approval of the Governor and Executive Council;

WHEREAS the parties agree to extend the contract completion date and amend budget line items of the Contract without increasing the price limitation; and

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

To amend as follows:

1. Form P-37, Item 1.7, Completion Date, to read
February 1, 2016.
2. Remove Exhibit B-1 and replace with:
Exhibit B-1 – Amendment #1.
3. Remove Exhibit B-2 and replace with:
Exhibit B-2 – Amendment #1.
4. Add Exhibit B-3 – Amendment #1.
5. Remove Standard Exhibit C, Special Provisions, and replace with:
Revised Exhibit C - Special Provisions.
6. Exhibit C-1, Revisions to Standard Provisions to add:



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

3. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:
 - 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 \$1,000,000 per occurrence with additional umbrella liability insurance coverage of not less than \$2,000,000 per occurrence; and
7. Remove 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
State Advisory Group (SAG) Prevention Services for the Community**

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

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

State of New Hampshire
Department of Health and Human Services

1/7/15
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

New Hampshire Legal Assistance

1/5/15
Date

Lynne M Parker
NAME: Lynne M Parker
TITLE: Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on Jan 5, 2015, 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

Brenda L. Tugan

Name and Title of Notary or Justice of the Peace

my commission expires: 9/17/19



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

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

OFFICE OF THE ATTORNEY GENERAL

1/14/15
Date

[Signature]
Name: Megan A. [Signature]
Title: Attorney

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:

Exhibit B-1 - Amendment #1

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

Bidder/Program Name: NEW HAMPSHIRE LEGAL ASSISTANCE

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

Budget Period: JANUARY 31, 2014 - JUNE 30, 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHR contract share	
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed
1. Total Salary/Wages	\$ 12,416.71	\$ -	\$ -	\$ -	\$ 12,416.71	\$ -
2. Employee Benefits	\$ 3,960.55	\$ -	\$ -	\$ -	\$ 3,960.55	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 38.77	\$ -	\$ -	\$ -	\$ 38.77
Repair and Maintenance	\$ -	\$ 145.83	\$ -	\$ -	\$ -	\$ 145.83
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ 202.85	\$ -	\$ -	\$ -	\$ 202.85
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ 635.27	\$ -	\$ -	\$ -	\$ 635.27
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 1,844.22	\$ -	\$ -	\$ -	\$ 1,844.22
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 239.18	\$ -	\$ -	\$ -	\$ 239.18
Postage	\$ -	\$ 75.03	\$ -	\$ -	\$ -	\$ 75.03
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 194.38	\$ -	\$ -	\$ -	\$ 194.38
Insurance	\$ -	\$ 91.96	\$ -	\$ -	\$ -	\$ 91.96
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 28.81	\$ -	\$ -	\$ -	\$ 28.81
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 17,135.93	\$ 2,832.22	\$ 19,868.15	\$ 2,832.22	\$ 2,832.22	\$ 17,135.93
Indirect As A Percent of Direct		16.5%				

Contractor Initials: **LMF**
Date: **11/5/14**

Exhibit B-2 - Amendment #1

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

Bidder/Program Name: NEW HAMPSHIRE LEGAL ASSISTANCE

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

Budget Period: JULY 1, 2014 - JUNE 30, 2015

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHR's contract share	
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed
1. Total Salary/Wages	\$ 19,578.42	\$ -	\$ -	\$ -	\$ 19,578.42	\$ -
2. Employee Benefits	\$ 11,389.02	\$ -	\$ -	\$ -	\$ 11,389.02	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Occupancy	\$ 1,514.19	\$ -	\$ -	\$ -	\$ 1,514.19	\$ -
16. Current Expenses	\$ -	\$ 3,684.59	\$ -	\$ -	\$ -	\$ 3,684.59
17. Telephone	\$ -	\$ 239.50	\$ -	\$ -	\$ -	\$ 239.50
18. Postage	\$ -	\$ 244.93	\$ -	\$ -	\$ -	\$ 244.93
19. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Audit and Legal	\$ -	\$ 100.58	\$ -	\$ -	\$ -	\$ 100.58
21. Insurance	\$ -	\$ 101.76	\$ -	\$ -	\$ -	\$ 101.76
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. Staff Education and Training	\$ 103.29	\$ -	\$ -	\$ -	\$ 103.29	\$ -
26. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 32,911.56	\$ 5,331.71	\$ -	\$ 5,331.71	\$ 32,911.56	\$ -
Indirect As A Percent of Direct		16.2%				

Contractor Initials: **LMP**
Date: **1/5/15**

Exhibit B-3 - Amendment #1

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

Bidder/Program Name: NEW HAMPSHIRE LEGAL ASSISTANCE

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

Budget Period: JULY 1, 2015 - FEBRUARY 1, 2016

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$ 10,213.87	\$ -	\$ -	\$ -	\$ 10,213.87	\$ -
2. Employee Benefits	\$ 6,891.43	\$ -	\$ -	\$ -	\$ 6,891.43	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ 53.46	\$ -	\$ -	\$ -	\$ 53.46
5. Rental	\$ -	\$ 200.39	\$ -	\$ -	\$ -	\$ 200.39
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 244.35	\$ -	\$ -	\$ -	\$ 244.35
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Occupancy	\$ -	\$ 2,101.19	\$ -	\$ -	\$ -	\$ 2,101.19
Current Expenses	\$ -	\$ 111.32	\$ -	\$ -	\$ -	\$ 111.32
Telephone	\$ -	\$ 136.04	\$ -	\$ -	\$ -	\$ 136.04
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ 67.04	\$ -	\$ -	\$ -	\$ 67.04
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 56.28	\$ -	\$ -	\$ -	\$ 56.28
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Education and Training	\$ 67.90	\$ -	\$ -	\$ -	\$ 67.90	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 18,228.52	\$ 2,970.07	\$ 2,970.07	\$ 2,970.07	\$ 18,228.52	\$ -
Indirect As A Percent of Direct		16.3%				

Contractor Initials: **LMP**
Date: **1/5/15**



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;

New Hampshire Department of Health and Human Services
Revised Exhibit C



- 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
Revised 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

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

Contractor Initials

LMP

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: *New Hampshire Legal Assistance*

1/5/15
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

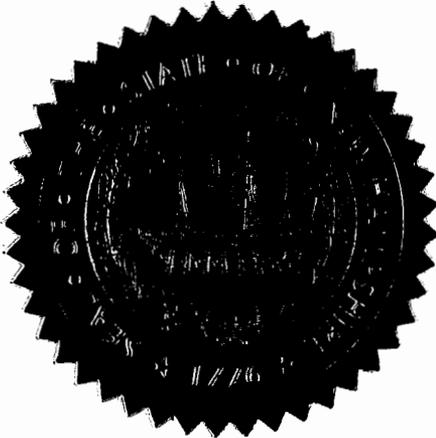
Contractor Initials LMP

Date 1/5/15

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. 2014

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner
Secretary of State

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 (NHCLA) 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 NHCLA'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 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 November 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 5th January, 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.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 5th January, 2015.

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


(Notary Public/Justice of the Peace)
David J. Main

(NOTARY SEAL)

Commission Expires: 2-16-16

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors 2014 (revised 12-3-2014)

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DARLENE SCHMIDT-BRANDT	
PATRICK SHEEHAN, Esq.	Sulloway & Hollis PLLC
DENISE WEBB	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2014

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	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Hanover Insurance Group, Inc.	22292
INSURED NEW HAMPSHIRE LEGAL ASSISTANCE INC. 117 N. STATE STREET CONCORD NH 03301		INSURER B: Citizens Ins Co of America	31534
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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 VVD	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			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 - COMP/OP AGG \$ 2,000,000 \$
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			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) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
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"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Refer to policy for exclusory endorsements and special provisions.						

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bebra Nowalk/BN5 <i>Bebra Nowalk</i>
--	---

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Financial Statements

December 31, 2013 and 2012

and

Independent Auditor's Report

**NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
FINANCIAL STATEMENTS
December 31, 2013 and 2012**

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INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Legal Assistance, Inc., which comprise the statements of financial position as of December 31, 2013 and 2012, 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, 2013 and 2012, and the changes in its net assets and its cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The 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.

A handwritten signature in black ink that reads "Veda Clukey & Company PC". The signature is written in a cursive style with a large, looped initial "V".

Manchester, New Hampshire
April 9, 2014

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Financial Position
December 31, 2013 and 2012

ASSETS		
	<u>2013</u>	<u>2012</u>
CURRENT ASSETS:		
Cash	\$ 963,383	\$ 855,736
Investments	500,488	600,416
Grants and contracts receivable	877,785	761,889
Contributions receivable	53,238	103,538
Prepaid expenses	49,049	20,689
Security deposits	<u>12,300</u>	<u>12,300</u>
TOTAL CURRENT ASSETS	<u>2,456,243</u>	<u>2,354,568</u>
NONCURRENT ASSETS:		
Contributions receivable	20,000	25,000
Land, building and equipment (net)	268,302	298,734
Law library	<u>29,424</u>	<u>29,424</u>
TOTAL NONCURRENT ASSETS	<u>317,726</u>	<u>353,158</u>
TOTAL ASSETS	<u>\$ 2,773,969</u>	<u>\$ 2,707,726</u>
LIABILITIES & NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 29,474	\$ 66,255
Accrued expenses	112,638	205,331
Deferred revenue	38,938	64,979
Deposits	49,505	66,121
Note payable	<u>12,000</u>	<u>11,000</u>
TOTAL CURRENT LIABILITIES	<u>242,555</u>	<u>413,686</u>
NONCURRENT LIABILITIES		
Note payable	<u>65,000</u>	<u>78,000</u>
TOTAL NONCURRENT LIABILITIES	<u>65,000</u>	<u>78,000</u>
TOTAL LIABILITIES	<u>307,555</u>	<u>491,686</u>
NET ASSETS		
Unrestricted	964,790	1,053,656
Temporarily restricted	<u>1,501,624</u>	<u>1,162,384</u>
TOTAL NET ASSETS	<u>2,466,414</u>	<u>2,216,040</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,773,969</u>	<u>\$ 2,707,726</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Activities
For the Years Ended December 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>
CHANGES IN UNRESTRICTED NET ASSETS		
SUPPORT AND REVENUE:		
New Hampshire Bar Foundation - IOLTA	\$ 268,331	\$ 253,750
Government Grants and Contracts	1,039,969	863,892
United Ways	132,959	97,751
Contributions - Foundations	317,346	274,942
Contributions - Campaign for Legal Services	174,146	205,267
Case Revenue	163,625	202,315
Unrealized gain on investments		21,272
Investment income	2,870	2,183
Net assets released from restrictions	<u>1,162,384</u>	<u>1,038,778</u>
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,261,630</u>	<u>2,960,150</u>
EXPENSES		
Program services:		
Domestic violence project	429,806	479,287
Housing justice project	537,305	519,420
Senior citizens' law project	259,655	234,348
Youth law project	142,547	138,573
Other civil legal services	<u>1,251,620</u>	<u>1,208,385</u>
Total program services	<u>2,620,933</u>	<u>2,580,013</u>
Supporting services:		
Fund raising	198,420	177,003
Management and general	<u>531,143</u>	<u>545,008</u>
Total supporting services	<u>729,563</u>	<u>722,011</u>
TOTAL EXPENSES	<u>3,350,496</u>	<u>3,302,024</u>
(DECREASE) IN UNRESTRICTED NET ASSETS	<u>(88,866)</u>	<u>(341,874)</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
New Hampshire Bar Foundation - IOLTA	191,669	181,250
Government Grants and Contracts	1,185,127	468,231
United Ways	32,438	33,367
Contributions	92,390	129,536
Temporarily restricted net assets released from restrictions	<u>(1,162,384)</u>	<u>(1,038,778)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>339,240</u>	<u>(226,394)</u>
CHANGE IN NET ASSETS	250,374	(568,268)
NET ASSETS - January 1	<u>2,216,040</u>	<u>2,784,308</u>
NET ASSETS - December 31	<u>\$ 2,466,414</u>	<u>\$ 2,216,040</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Cash Flows
For the Years Ended December 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>
OPERATING ACTIVITIES		
Change in net assets	\$ 250,374	\$ (568,268)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	39,056	52,030
(Increase) in market value of investments		(21,272)
Legal settlement promissory note		91,000
Net effect of changes in:		
Receivables	(60,596)	729,343
Prepaid expenses	(28,360)	1,974
Accounts payable	(36,781)	848
Accrued expenses	(92,693)	13,220
Deferred revenue	(26,041)	(23,484)
Deposits	(16,616)	7,359
Security deposits		<u>850</u>
Net cash provided by operating activities	<u>28,343</u>	<u>283,600</u>
INVESTING ACTIVITIES		
Purchase of property and equipment	(8,624)	(1,593)
Redemption of investments	<u>99,928</u>	
Net cash provided (used) by investing activities	<u>91,304</u>	<u>(1,593)</u>
FINANCING ACTIVITIES		
Payments on note payable	<u>(12,000)</u>	<u>(2,000)</u>
Net cash (used) by financing activities	<u>(12,000)</u>	<u>(2,000)</u>
NET INCREASE IN CASH	107,647	280,007
CASH - January 1	<u>855,736</u>	<u>575,729</u>
CASH - December 31	<u>\$ 963,383</u>	<u>\$ 855,736</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2013 and 2012

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

New Hampshire Legal Assistance, Inc. (NHLA) is a non-profit entity organized for the purpose of providing legal assistance to persons financially unable to afford legal assistance in the State of New Hampshire.

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

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions.

Basis of Accounting

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

Recognition of Donor Restrictions

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

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less.

Investments

Investments, which consist principally of money market accounts, are carried at market value at December 31, 2013 and 2012. Unrealized gains and losses on investments are reflected in the statement of activities.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2013 and 2012

Contributions Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional. Contributions receivables are collectible as follows:

	<u>Total</u>	<u>0-1 Years</u>	<u>1-5 Years</u>
Contributions receivable	\$ 73,238	\$ 53,238	\$ 20,000

Land, Building and Equipment

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

	<u>2013</u>	<u>2012</u>
Land	\$ 10,000	\$ 10,000
Building	415,421	406,797
Equipment	<u>275,686</u>	<u>275,686</u>
	701,107	692,483
Less Accumulated Depreciation	<u>(432,805)</u>	<u>(393,749)</u>
	<u>\$ 268,302</u>	<u>\$ 298,734</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 \$39,056 and \$52,030 for December 31, 2013 and 2012, respectively.

Law Library

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

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No provision has been recorded for bad debts as of December 31, 2013 and 2012 because the Entity believes that outstanding receivables at year ends are fully collectible.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2013 and 2012

reported amounts and disclosures during the reporting period. Actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Fund Raising Activities

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

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.

Reclassification

Certain reclassifications have been made to the December 31, 2013 financial statement presentation to correspond to the current year format. These reclassifications had no effect on the change in net assets for the year ending December 31, 2012, as previously reported.

NOTE 2--INVESTMENTS

Fair Value Measurements

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

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the 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;

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2013 and 2012

- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

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

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

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

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

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

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

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

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

The following tables set forth by level, within the fair value hierarchy, the Entity's assets at fair value:

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

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

Investment Valuation and Income Recognition

The Entity's investments as of December 31, 2013 and 2012 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.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2013 and 2012

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

Investments consist of equity securities, 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, 2013 and 2012:

	Market Value <u>2013</u>	Market Value <u>2012</u>
Cash management funds/certificates of deposit	\$ 497,665	\$ 596,639
Unit investment equities	<u>2,823</u>	<u>3,777</u>
	<u>\$ 500,488</u>	<u>\$ 600,416</u>

NOTE 3--GRANTS AND CONTRACTS RECEIVABLE

Grants and contracts receivable, by funding category, consist of the following at December 31, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Government Grants and Contracts	\$ 606,481	\$ 509,397
New Hampshire Bar Foundation - IOLTA	230,000	219,000
United Way	<u>41,304</u>	<u>33,492</u>
	<u>\$ 877,785</u>	<u>\$ 761,889</u>

NOTE 4--NOTE PAYABLE

Notes payable at December 31, 2013 and 2012 consist of the following:

	<u>2013</u>	<u>2012</u>
Promissory note payable, due July 2020 with monthly payments of \$1,000.	<u>\$ 77,000</u>	<u>\$ 89,000</u>

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

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

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2013 and 2012

Year Ended <u>December 31,</u>	<u>Amount</u>
2014	\$ 12,000
2015	12,000
2016	12,000
2017	12,000
2018	12,000

Line of Credit

NHLA has a revolving line of credit with its primary bank for \$500,000. At December 31, 2013 and 2012 the balance was \$0.

NOTE 5--VACATION LEAVE

Accumulated earned vacation leave at December 31, 2013 and 2012 was \$91,122 and \$99,153, respectively. Earned vacation time is contingent upon employees taking vacation and is not generally paid out in cash, except for the termination of employees.

NOTE 6--PENSION PLAN

NHLA operates a 401(k) retirement plan and under this plan's "safe harbor" rules, NHLA contributes 3% of all employees' salaries to the plan. NHLA has discretion under the plan to make a higher level of contribution, and in 2013 and 2012, NHLA's discretionary contribution was 2% of all employees' salaries. Contributions totaled \$101,658 and \$95,826, in 2013 and 2012, 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, 2013 and 2012 whose use has been limited by the donors as to purpose and future time periods and are as follows:

	<u>2013</u>	<u>2012</u>
New Hampshire Bar Foundation - IOLTA	\$ 191,669	\$ 181,250
State of New Hampshire	550,000	350,000
State of New Hampshire - Foreclosure Settlement	635,127	468,231
United Way	32,438	33,367
Contributions	92,390	129,536
	<u>\$ 1,501,624</u>	<u>\$ 1,162,384</u>

NOTE 8--LEASE COMMITMENTS

NHLA leases its current Manchester, New Hampshire office building under an agreement that commenced October 1, 2009 and ends September 30, 2014. NHLA leases its Concord, New Hampshire office under an agreement that commenced February 20, 2008 and ended February 19, 2013. This lease has been extended on a month to month basis. In all of these leases there is a provision that would allow

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2013 and 2012

NHLA to terminate the lease before the end of the term in the event of a funding reduction. Rental expense for the leases was \$172,638 and \$170,466 for the years ended December 31, 2013 and 2012, respectively.

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

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

NOTE 9--INCOME TAXES

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

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. On January 1, 2009, the Entity adopted this pronouncement. At the adoption date, the Entity did not have any unrecognized tax benefits and determined that the impact of this interpretation was not material to the Entity's financial statements. During the years ended December 31, 2013 and 2012, no new additional unrecognized tax benefits were identified.

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, 2013, the tax years 2012, 2011 and 2010 remain subject to possible examination by major tax jurisdictions.

NOTE 10--CASE REVENUE

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

NOTE 11--ECONOMIC DEPENDENCY

For the years ended December 31, 2013 and 2012, approximately 28% and 24% of total support and revenue was derived from an appropriation from the State of New Hampshire. The discontinuation of the State appropriation would result in a decrease in services provided by NHLA, until alternative revenues could be obtained.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2013 and 2012

NOTE 12--SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

NHLA 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 bank. At December 31, 2013 and 2012 the amount of funds collateralized by the bank was \$725,762 and \$67,701, respectively. At December 31, 2013 and 2012, NHLA's uninsured cash balance was \$46,957 and \$475,301, respectively.

NOTE 13--CAMPAIGN FOR LEGAL SERVICES

In June 2005, NHLA assumed administration of the Campaign for Legal Services (the Campaign) from the New Hampshire Bar Foundation. The Campaign is a joint fundraising effort on behalf of NHLA, 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. In 2013, the Campaign had total revenue of \$266,569 and total expenses of \$82,221. The distributions to the Campaign partners in 2013 totaled \$221,495 and consisted of revenue raised in 2013, plus a portion of 2012 revenue that became available for distribution in early 2013. NHLA received \$140,650, LARC received \$47,621 and Pro Bono received \$33,224 in distributions in 2013.

NOTE 14--CONTINGENCIES

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

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of December 31, 2013 and 2012.

NOTE 15--SUBSEQUENT EVENTS

Subsequent events have been evaluated through April 9, 2014, 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, 2013 and 2012

	Program Services					Supporting Services			Combined Total
	Domestic Violence Project	Housing Justice Project	Senior Citizens' Law Project	Youth Law Project	Other Civil Legal Services	Fund Raising	Management and General	Total	
Salaries	\$ 226,428	\$ 332,540	\$ 173,450	\$ 82,100	\$ 815,747	\$ 68,317	\$ 319,484	\$ 387,801	\$ 2,018,066
Payroll taxes	20,128	32,328	14,964	7,192	62,885	6,292	25,872	32,164	169,661
Employee benefits	47,449	75,749	36,172	16,819	155,405	9,596	68,455	78,051	409,645
Space and occupancy	23,556	34,158	14,240	9,062	73,737	6,662	49,946	56,608	211,361
Office supplies and expenses	2,280	3,629	1,883	869	5,513	4,501	5,810	10,311	24,485
Postage	1,195	1,947	723	459	4,214	432	2,283	2,715	11,253
Equipment rental and maintenance	2,213	3,200	1,365	851	7,323	625	4,255	4,880	19,832
Communications	3,323	4,842	1,994	1,298	11,858	935	5,301	6,236	29,551
Library	3,020	4,397	1,996	2,901	16,386	180	180	180	28,880
Training and meetings	1,071	1,737	701	1,704	15,292	175	5,485	5,660	26,165
Insurance	2,471	3,590	1,498	966	7,972	564	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	12,313	23,142	35,455	69,673
Sub-Grants	63,494	16,621		8,925					89,040
Travel	11,819	6,270	3,670	5,596	12,445	309	1,705	2,014	41,814
Distributions to Campaign Partners	1,359	1,929	885	518	4,338	80,845	2,044	80,845	80,845
Other expenses						6,854		8,898	17,927
Depreciation					31,323		7,733	7,733	39,056
Total functional expenses	\$ 429,806	\$ 537,305	\$ 259,655	\$ 142,547	\$ 1,251,620	\$ 198,420	\$ 531,143	\$ 729,563	\$ 3,350,496

	Program Services					Supporting Services			Combined Total
	Domestic Violence Project	Housing Justice Project	Senior Citizens' Law Project	Youth Law Project	Other Civil Legal Services	Fund Raising	Management and General	Total	
Salaries	\$ 256,663	\$ 327,759	\$ 153,621	\$ 78,939	\$ 703,133	\$ 62,231	\$ 335,492	\$ 397,723	\$ 1,917,838
Payroll taxes	21,799	27,785	13,184	6,812	52,240	5,054	27,216	32,270	154,090
Employee benefits	54,875	69,043	33,160	16,383	132,307	11,772	63,705	75,477	381,245
Space and occupancy	27,404	31,442	13,040	9,007	68,398	9,017	46,700	55,717	205,008
Office supplies and expenses	2,867	4,130	2,543	921	5,357	1,400	8,264	9,664	25,482
Postage	1,774	2,031	845	583	4,519	1,693	781	2,474	12,226
Equipment rental and maintenance	3,533	4,088	1,671	1,164	9,106	816	4,422	5,238	24,800
Communications	2,262	2,850	979	771	6,567	377	2,043	2,420	15,849
Library	5,835	6,874	2,661	3,563	19,681		145	145	38,759
Training and meetings	3,676	6,016	2,615	1,855	16,182		7,748	7,748	38,092
Insurance	3,107	3,571	1,469	1,023	7,916	1,274	6,909	8,183	25,269
Dues and fees	3,234	3,681	1,565	1,197	8,056		2,619	2,619	20,352
Litigation expenses	4,392	4,439	660	2,165	12,514	4,627	25,086	29,713	60,387
Temporaries/contract services	5,561	6,235	2,537	1,676	14,665				24,170
Sub-Grants	69,273	11,302		7,550	1,000				89,125
Travel	11,357	5,826	3,016	4,406	8,668	73	1,042	1,115	89,125
Distributions to Campaign Partners	1,675	2,348	782	558	96,452	50,924	2,430	50,924	34,388
Other expenses						27,745	10,406	30,175	50,924
Depreciation					41,624			10,406	131,990
Total functional expenses	\$ 479,287	\$ 519,420	\$ 234,348	\$ 138,573	\$ 1,208,385	\$ 177,003	\$ 545,008	\$ 722,011	\$ 3,302,024

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

ASSETS	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
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
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	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>

See notes to financial statements

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

ASSETS	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CURRENT ASSETS:				
Cash	\$ 767,961	\$ 87,775		\$ 855,736
Investments	600,416			600,416
Grants and contracts receivable	761,889			761,889
Contributions receivable	62,365	103,538	\$ (62,365)	103,538
Prepaid expenses	20,689			20,689
Security deposits	12,300			12,300
TOTAL CURRENT ASSETS	<u>2,225,620</u>	<u>191,313</u>	<u>(62,365)</u>	<u>2,354,568</u>
NONCURRENT ASSETS:				
Contributions receivable		25,000		25,000
Land, building and equipment (net)	298,734			298,734
Law library	29,424			29,424
TOTAL NONCURRENT ASSETS	<u>328,158</u>	<u>25,000</u>	<u>-</u>	<u>353,158</u>
TOTAL ASSETS	<u>\$ 2,553,778</u>	<u>\$ 216,313</u>	<u>\$ (62,365)</u>	<u>\$ 2,707,726</u>
 LIABILITIES & NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 41,845	\$ 86,775	\$ (62,365)	\$ 66,255
Accrued expenses	205,331			205,331
Deferred revenue	64,979			64,979
Deposits	66,119	2		66,121
Note payable	11,000			11,000
TOTAL CURRENT LIABILITIES	<u>389,274</u>	<u>86,777</u>	<u>(62,365)</u>	<u>413,686</u>
NONCURRENT LIABILITIES				
Note payable	78,000			78,000
TOTAL NONCURRENT LIABILITIES	<u>78,000</u>	<u>-</u>	<u>-</u>	<u>78,000</u>
TOTAL LIABILITIES	<u>467,274</u>	<u>86,777</u>	<u>(62,365)</u>	<u>491,686</u>
NET ASSETS				
Unrestricted	1,053,656			1,053,656
Temporarily restricted	1,032,848	129,536		1,162,384
TOTAL NET ASSETS	<u>2,086,504</u>	<u>129,536</u>	<u>-</u>	<u>2,216,040</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,553,778</u>	<u>\$ 216,313</u>	<u>\$ (62,365)</u>	<u>\$ 2,707,726</u>

See notes to financial statements

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

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
CHANGES IN UNRESTRICTED NET ASSETS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	\$ 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	<u>1,032,848</u>	<u>129,536</u>		<u>1,162,384</u>
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	<u>1,251,620</u>			<u>1,251,620</u>
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	<u>(1,032,848)</u>	<u>(129,536)</u>		<u>(1,162,384)</u>
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	287,520	(37,146)	-	250,374
NET ASSETS - January 1	2,086,504	129,536	-	2,216,040
NET ASSETS - December 31	<u>\$ 2,374,024</u>	<u>\$ 92,390</u>	<u>\$ -</u>	<u>\$ 2,466,414</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statements of Activities
For the Year Ended December 31, 2012

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
CHANGES IN UNRESTRICTED NET ASSETS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	\$ 253,750			\$ 253,750
Government Grants and Contracts	863,892			863,892
United Ways	97,751			97,751
Contributions - Foundations	274,942			274,942
Contributions - Campaign for Legal Services	88,595	\$ 205,266	\$ (88,594)	205,267
Reimbursement of campaign expenses	79,148		(79,148)	-
Case Revenue	202,315			202,315
Unrealized gain on investments	21,272			21,272
Investment income	2,143	40		2,183
Net assets released from restrictions	<u>1,024,746</u>	<u>14,032</u>		<u>1,038,778</u>
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>2,908,554</u>	<u>219,338</u>	<u>(167,742)</u>	<u>2,960,150</u>
EXPENSES				
Program services:				
Domestic violence project	479,287			479,287
Housing justice project	519,420			519,420
Senior citizens' law project	234,348			234,348
Youth law project	138,573			138,573
Other civil legal services	<u>1,208,385</u>			<u>1,208,385</u>
Total program services	<u>2,580,013</u>	<u>-</u>	<u>-</u>	<u>2,580,013</u>
Supporting services:				
Fund raising	177,003	79,820	(79,820)	177,003
Management and general	493,412	139,518	(87,922)	545,008
Total supporting services	<u>670,415</u>	<u>219,338</u>	<u>(167,742)</u>	<u>722,011</u>
TOTAL EXPENSES	<u>3,250,428</u>	<u>219,338</u>	<u>(167,742)</u>	<u>3,302,024</u>
(DECREASE) IN UNRESTRICTED NET ASSETS	<u>(341,874)</u>	<u>-</u>	<u>-</u>	<u>(341,874)</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS				
New Hampshire Bar Foundation - IOLTA	181,250			181,250
Government Grants and Contracts	468,231			468,231
United Ways	33,367			33,367
Contributions		129,536		129,536
Temporarily restricted net assets released from restrictions	<u>(1,024,746)</u>	<u>(14,032)</u>		<u>(1,038,778)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>(341,898)</u>	<u>115,504</u>	<u>-</u>	<u>(226,394)</u>
CHANGE IN NET ASSETS	<u>(683,772)</u>	<u>115,504</u>	<u>-</u>	<u>(568,268)</u>
NET ASSETS - January 1	<u>2,770,276</u>	<u>14,032</u>		<u>2,784,308</u>
NET ASSETS - December 31	<u>\$ 2,086,504</u>	<u>\$ 129,536</u>	<u>\$ -</u>	<u>\$ 2,216,040</u>

See notes to financial statements



Nicholas A. Toumpas
 Commissioner
 Maggie Bishop
 Director

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

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

December 16, 2013

G&C Approved

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

Date 1-29-14
 Item # 27

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

Source of Funds: 100% Federal Funds

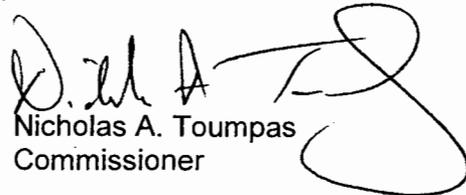
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

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

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

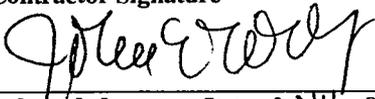
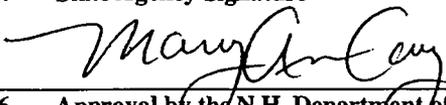
Subject: State Advisory Group (SAG) Prevention Services for the Community

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

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

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

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

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

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

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

Contractor Initials: JCO
Date: 1/21/2013

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: *Jong*
Date: *12/17/15*

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.

J. Smith
5/10/2013



Exhibit A

Scope of Services

1. Provisions Applicable to all Services

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

2. Services to be provided

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

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

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

2.1.1.1 Represent youth at major school disciplinary hearings.

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

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

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

2.1.2.1 Interview eligible juveniles to identify their legal problems.

2.1.2.2 Investigate case issues.

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

2.1.2.4 Provide negotiation services in accordance with Section 2.3.2.

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

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

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

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

[Handwritten Signature]
12/12/2013



Exhibit A

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

3. Reporting Requirements

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

[Handwritten Signature]
12/10/2017



Exhibit A

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

4. Requirements of Delivery of Services

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



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

Exhibit A

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



Exhibit B

Method and Conditions Precedent to Payment

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

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

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

Jerry
12/12/2013

Exhibit B-1

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

Bidder/Program Name: NEW HAMPSHIRE LEGAL ASSISTANCE

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

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

Line Item	Direct	Indirect	Total									
	Amount	Rate	Amount									
1. Total Salary/Wages	\$ 21,105.00		\$ -	\$ 21,105.00		\$ -	\$ 21,105.00		\$ -	\$ 21,105.00		\$ -
2. Employee Benefits	\$ 11,110.00		\$ -	\$ 11,110.00		\$ -	\$ 11,110.00		\$ -	\$ 11,110.00		\$ -
3. Consultants	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
4. Equipment:	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Rent	\$ 97.00		\$ -	\$ 97.00		\$ -	\$ 97.00		\$ -	\$ 97.00		\$ -
Repair and Maintenance	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Purchases/Depreciation	\$ 364.00		\$ -	\$ 364.00		\$ -	\$ 364.00		\$ -	\$ 364.00		\$ -
5. Supplies:	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Educational	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Lab	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Pharmacy	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Medical	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Office	\$ 462.00		\$ -	\$ 462.00		\$ -	\$ 462.00		\$ -	\$ 462.00		\$ -
6. Travel	\$ 1,499.00		\$ -	\$ 1,499.00		\$ -	\$ 1,499.00		\$ -	\$ 1,499.00		\$ -
7. Occupancy	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
8. Current Expenses	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Telephone	\$ 295.00		\$ -	\$ 295.00		\$ -	\$ 295.00		\$ -	\$ 295.00		\$ -
Postage	\$ 228.00		\$ -	\$ 228.00		\$ -	\$ 228.00		\$ -	\$ 228.00		\$ -
Subscriptions	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
Audit and Legal	\$ 181.00		\$ -	\$ 181.00		\$ -	\$ 181.00		\$ -	\$ 181.00		\$ -
Insurance	\$ 324.00		\$ -	\$ 324.00		\$ -	\$ 324.00		\$ -	\$ 324.00		\$ -
Board Expenses	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
9. Software	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
10. Marketing/Communications	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
11. Staff Education and Training	\$ 100.00		\$ -	\$ 100.00		\$ -	\$ 100.00		\$ -	\$ 100.00		\$ -
12. Subcontracts/Agreements	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
13. Other (Specify details mandatory):	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
TOTAL	\$ 34,138.00		\$ 5,587.00	\$ 39,725.00	16.3%	\$ 5,587.00	\$ 39,725.00		\$ 5,587.00	\$ 39,725.00		\$ 5,587.00
Indirect As A Percent of Direct												

Contractor Initials: *PTV*
Date: *12/12/2013*

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

Contractor Initials:
Date: 12/12/2013

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

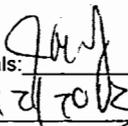
16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers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

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

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

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

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

Contractor Initials: 

Date: 12/12/12

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

Contractor Initials:
Date: 12/12/2012

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.

2017
12/12/15

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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12/12/2013