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

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

Diane Langley, Director
Sheri Rockburn, Director

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May 28, 2014

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

64% Federal funds
36% General funds

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

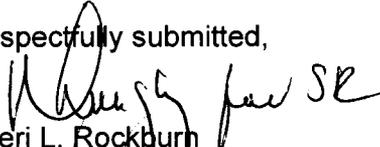
Should the Governor and Executive Council not authorize this agreement, services provided to low income, elderly clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their homes and communities. This would result in needing more costly long-term care services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

Area served: Statewide

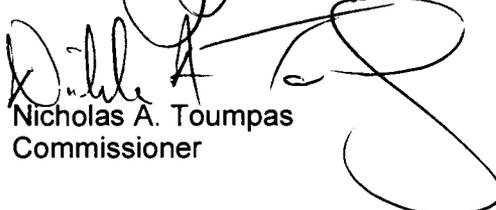
Sources of Funds: 64% Federal funds from the Administration for Community Living's Special Programs for the Aging-Title III and 36% General Funds.

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

Respectfully submitted,


Sheri L. Rockburn
Director

Approved by:


Nicholas A. Toumpas
Commissioner

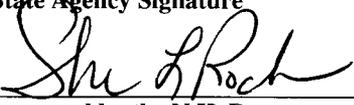
Subject: Legal Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name New Hampshire Legal Assistance		1.4 Contractor Address 117 North State Street Concord, NH 03301	
1.5 Contractor Phone Number 603-206-2216	1.6 Account Number Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$139,295.
1.9 Contracting Officer for State Agency Mary Maggioncalda		1.10 State Agency Telephone Number 603-271-9096	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John E. Tobin, Jr. Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>23</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Brenda G. Turgeon</u> , my commission expires <u>9/23/14</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Brenda G. Turgeon, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Sheri Rockman Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Rosemary Fitch</u> On: <u>6-2-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials:
Date: 5/22/2014

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: JCN
Date: 5/23/2014

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Scope of Services

1. Purpose:

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

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

2. Contract Period:

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

3. Population:

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

- 3.1. Title III
Individuals who are age 60 and older and with the most economic or social needs as described in:
 - Older Americans Act as amended, Section 305,(a)(2)(E) and
 - Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

4. Geographic Area to be served:

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

5. Services Provided in this Agreement

	Legal Services
Program:	
Title III	x

6. Service descriptions

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



Exhibit A

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

7. Service Compliance Requirements

7.1. Access to Services

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

7.2. Client Application/Request for Services

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

7.3. Client Eligibility

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

7.4. Staffing

The Contractor agrees to adhere to the following staffing requirements:

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



Exhibit A

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

7.5. Service Delivery Verification

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

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

7.6. Reporting Requirements:

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

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

JSD
5/23/2014



Exhibit A

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

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

7.7. Client Fees and Donations

7.7.1. Title III Services

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

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

7.7.2. Adult Protective Services

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

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

7.8. Adult Protective Services

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

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

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

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

7.9. E-Studio Electronic Information System

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

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5/23/2014



Exhibit A

7.10. Criminal Background and Adult Protective Service Registry Checks

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

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

7.11. Grievance and Appeals

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

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

7.12. Privacy and Security of Client Information

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

7.13. Culturally and Linguistically Appropriate Standards of Care

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

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

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Exhibit A

7.14. Wait Lists

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

7.15. Notice of Failure to meet Service Obligations

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

JS
5/23/2014



Exhibit A

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

7.16. Transition Process

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

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

7.17. Compliance with Laws and Regulations

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

7.18. Contract Monitoring

The Contractor shall:

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

7.19. Financial Integrity Maintenance

- 7.19.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide, quarterly, within thirty (30) days from the last day of the quarter, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.19.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.19.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

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5/29/2014



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

Exhibit A

7.19.4. Risk Assessment Process:

The State will analyze financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.19.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

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

Table A - Risk Analysis Assessment Ratios Matrix

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



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

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



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

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

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



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

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

7.20. Agreement Elements

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

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



Exhibit B

Method and Conditions Precedent to Payment

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

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

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

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

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

JCY
 5/23/2014



Exhibit B

7. Invoice Submission:

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

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

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

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

9/25/14
5/23/2014



SPECIAL PROVISIONS

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

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

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5/23/2014



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

16. **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:

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

HWK

5/23/2014



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

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

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

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



Exhibit C-1

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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5/22/2014

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

5/23/2014
Date

Contractor Name:

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

Contractor Initials JET
Date 5/23/2014



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

5/23/2014
Date

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



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

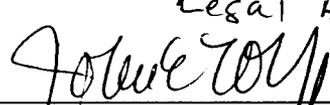
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

5/23/2014
Date

Contractor Name: *New Hampshire
Legal Assistance*

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

Contractor Initials *207*
Date 5/23/2014



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Name: *New Hampshire
Legal Assistance*

5/23/2014
Date

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

Contractor Initials *JET*
Date *5/23/2014*



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *New Hampshire
Legal Assistance*

5/23/2014
Date

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

Contractor Initials *JET*
Date *5/23/2014*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

JS

4/22/2014



Exhibit I

- i. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(3) Business Associate Use and Disclosure of Protected Health Information.

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

JW
5/23/2014



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

[Handwritten Signature]
[Handwritten Date: 3/23/2014]



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

[Handwritten Signature]
5/23/2014



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

JWY
5/22/14



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health + Human Services
The State

Shari Rockburn
Signature of Authorized Representative

Shari Rockburn
Name of Authorized Representative

Director
Title of Authorized Representative

5/28/14
Date

New Hampshire Legal Assistance
Name of the Contractor

John E. Tobin, Jr.
Signature of Authorized Representative

John E. Tobin, Jr.
Name of Authorized Representative

Executive Director
Title of Authorized Representative

5/23/2014
Date

Contractor Initials JSW
Date 5/23/2014



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

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

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

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

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

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

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

Contractor Name: *New Hampshire
Legal Assistance*

John E. Tobin, Jr.

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

5/23/2014
Date

JET
5/22/2014



FORM A

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

1. The DUNS number for your entity is: 11-214-1080
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

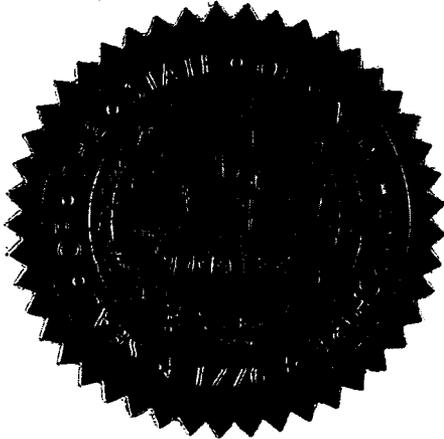
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

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

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

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

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

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

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

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

of the Corporation.


(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

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

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

Brenda H. O'Keefe
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9/23/14

BOARD OF DIRECTORS OF NEW HAMPSHIRE LEGAL ASSISTANCE

ANNUAL BOARD RESOLUTION
AUTHORIZING FUNDING APPLICATIONS

November 13, 2013

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

This resolution shall remain in effect through December 31, 2014.

Adopted by the Board of Directors

November 13, 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2014

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).

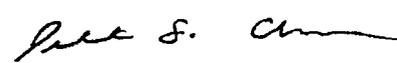
PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Frances McEvoy PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: fmcevoy@crossagency.com	
INSURED New Hampshire Legal Assistance, Inc. 117 N. State Street Concord NH 03301		INSURER(S) AFFORDING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

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

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

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

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

CERTIFICATE HOLDER NH Department of Health and Human Service Bureau of Elderly and Adult Services 129 Pleasant Street Brown Building Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jill Charnley/JSC 
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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.

Vada Clukey & Company PC

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	12,300	12,300
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	29,424	29,424
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	12,000	11,000
TOTAL CURRENT LIABILITIES	<u>242,555</u>	<u>413,686</u>
NONCURRENT LIABILITIES		
Note payable	65,000	78,000
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	1,501,624	1,162,384
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:		
<u>Depreciation</u>	<u>39,056</u>	<u>52,030</u>
(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		850
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>	<u> </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	<u>\$ 73,238</u>	<u>\$ 53,238</u>	<u>\$ 20,000</u>

Land, Building and Equipment

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

	<u>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	
Salaries	\$ 226,428	\$ 332,540	\$ 173,450	\$ 82,100	\$ 815,747	\$ 68,317	\$ 319,484	\$ 2,018,066
Payroll taxes	20,128	32,328	14,964	7,192	62,885	6,292	25,872	169,661
Employee benefits	47,449	75,749	36,172	16,819	155,405	9,596	68,455	409,645
Space and occupancy	23,556	34,158	14,240	9,062	73,737	6,662	49,946	211,361
Office supplies and expenses	2,280	3,629	1,883	869	5,513	4,501	5,810	24,485
Postage	1,195	1,947	723	459	4,214	432	2,283	11,253
Equipment rental and maintenance	2,213	3,200	1,365	851	7,323	625	4,255	19,832
Communications	3,323	4,842	1,994	1,298	11,858	935	5,301	29,551
Library	3,020	4,397	1,996	2,901	16,386	180	180	28,880
Training and meetings	1,071	1,737	701	1,704	15,292	175	5,485	26,165
Insurance	2,471	3,590	1,498	966	7,972	564	7,236	24,297
Dues and fees	1,966	2,825	1,600	787	6,012		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	69,673
Sub-Grants	63,494	16,621		8,925	89,040			89,040
Travel	11,819	6,270	3,670	5,596	12,445	309	1,705	41,814
Distributions to Campaign Partners						80,845	2,044	80,845
Other expenses	1,359	1,929	885	518	4,338	6,854	7,733	17,927
Depreciation					31,323			7,733
Total functional expenses	\$ 429,806	\$ 537,305	\$ 259,655	\$ 142,547	\$ 1,251,620	\$ 198,420	\$ 531,143	\$ 729,563

	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	
Salaries	\$ 256,663	\$ 327,759	\$ 153,621	\$ 78,939	\$ 703,133	\$ 62,231	\$ 335,492	\$ 1,917,838
Payroll taxes	21,799	27,785	13,184	6,812	52,240	5,054	27,216	154,090
Employee benefits	54,875	69,043	33,160	16,383	132,307	11,772	63,705	381,245
Space and occupancy	27,404	31,442	13,040	9,007	68,398	9,017	46,700	205,008
Office supplies and expenses	2,867	4,130	2,543	921	5,357	1,400	8,264	25,482
Postage	1,774	2,031	845	583	4,519	1,693	781	12,226
Equipment rental and maintenance	3,533	4,088	1,671	1,164	9,106	816	4,422	24,800
Communications	2,262	2,850	979	771	6,567	377	2,043	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	1,274	7,748	38,092
Insurance	3,107	3,571	1,469	1,023	7,916		6,909	25,269
Dues and fees	3,234	3,681	1,565	1,197	8,056		2,619	20,352
Litigation expenses	4,392	4,439	660	2,165	12,514	4,627	25,086	24,170
Temporaries/contract services	5,561	6,235	2,537	1,676	14,665			60,387
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	34,388
Distributions to Campaign Partners						50,924	2,430	50,924
Other expenses	1,675	2,348	782	558	96,452	27,745	10,406	131,990
Depreciation					41,624			10,406
Total functional expenses	\$ 479,287	\$ 519,420	\$ 234,348	\$ 138,573	\$ 1,208,385	\$ 177,003	\$ 545,008	\$ 722,011

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	1,032,848	129,536		1,162,384
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,180,180</u>	<u>303,716</u>	<u>(222,266)</u>	<u>3,261,630</u>
EXPENSES				
Program services:				
Domestic violence project	429,806			429,806
Housing justice project	537,305			537,305
Senior citizens' law project	259,655			259,655
Youth law project	142,547			142,547
Other civil legal services	1,251,620			1,251,620
Total program services	<u>2,620,933</u>	<u>-</u>	<u>-</u>	<u>2,620,933</u>
Supporting services:				
Fund raising	198,420	82,221	(82,221)	198,420
Management and general	449,693	221,495	(140,045)	531,143
Total supporting services	<u>648,113</u>	<u>303,716</u>	<u>(222,266)</u>	<u>729,563</u>
TOTAL EXPENSES	<u>3,269,046</u>	<u>303,716</u>	<u>(222,266)</u>	<u>3,350,496</u>
(DECREASE) IN UNRESTRICTED NET ASSETS	<u>(88,866)</u>	<u>-</u>	<u>-</u>	<u>(88,866)</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS				
New Hampshire Bar Foundation - IOLTA	191,669			191,669
Government Grants and Contracts	1,185,127			1,185,127
United Ways	32,438			32,438
Contributions		92,390		92,390
Temporarily restricted net assets released from restrictions	<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	<u>287,520</u>	<u>(37,146)</u>	<u>-</u>	<u>250,374</u>
NET ASSETS - January 1	<u>2,086,504</u>	<u>129,536</u>	<u>-</u>	<u>2,216,040</u>
NET ASSETS - December 31	<u>\$ 2,374,024</u>	<u>\$ 92,390</u>	<u>\$ -</u>	<u>\$ 2,466,414</u>

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

NEW HAMPSHIRE LEGAL ASSISTANCE LEGAL ADVICE & REFERRAL CENTER

OUR VISION, MISSION, AND VALUES

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

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

OUR VALUES

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

OUR OPERATING PRINCIPLES

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

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

Excerpted from Strategic Plan

Approved on November 14, 2012

BRIDGET ANDERSON
KEN BARTHOLOMEW, Esq.
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ANNE PHILLIPS (Treasurer)
JOSEPH PLAIA, Esq.
DEBORAH KANE REIN, Esq. (Secretary)
DARLENE SCHMIDT-BRANDT
PATRICK SHEEHAN, Esq.
DENISE WEBB

NEW HAMPSHIRE LEGAL ASSISTANCE

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
John Tobin	Executive Director	127,500	0	0
Lynne Parker	Deputy Director	100,239	0	0
Kay Drought	Litigation Director	99,719	0	0
Robin McCallum	Controller	103,524	0	0
Cheryl Driscoll	Project Director	97,094	35.6%	34,565

New Hampshire Superior Court and District Court - numerous trials and hearings involving public benefits, housing, consumer, health, family and juvenile cases.

Court-appointed mediator in Superior Court. Mediator in a variety of civil cases.

Federal, State and Local Administrative Agencies - hundreds of hearings involving public benefits, housing, health, employment and property tax issues.

LEGISLATIVE EXPERIENCE

1997 Session. Obtained first state appropriation for legal services to fund coalition with present and former clients, North Country representatives, Bar Association, other social service providers, etc.

1995 Session. Drafted property tax relief reform bill, guided coalition-building, advocated at hearings, held extensive negotiations securing passage in both legislative chambers and Governor's signature.

Prior Sessions. Participated on other legislative efforts including property tax relief notice bill, passage of health care power of attorney bill, nursing resident's bill of rights, other senior citizen issues.

MANAGEMENT EXPERIENCE

Executive Director - responsible for policy direction, program budget, attorney hiring, and evaluation, relationships with funders and legal community, etc.

Senior Citizens Law Project - Director of statewide project serving elderly clients. Responsibilities include budget preparation and advocacy, substantive backup, training coordination and full caseload in two counties, 1985-present.

Berlin Branch Law Office - Managing Attorney - developed small, under-utilized office, isolated from other offices to energetic, expanded office with active federal court and state appellate docket, community education program, integrated with state program, 1976-1985.

Manchester Branch Law Office - Managing Attorney - managed Manchester's absorption of Concord BLO caseload and service area, 1996

BAR ASSOCIATION EXPERIENCE

President - Coos County Bar Association, 1984-1985
Coos County representative, N.H. Bar Association Board of Governors, 1985
Secretary, Board of Governors, N.H. Bar Association, 1986-1993.
Vice-Chair - Elder Law Section - 1989-1996.

ROBIN MCCALLUM

**WORK
HISTORY**

Controller

New Hampshire Legal Assistance
Manchester, NH 03101
November 1998 to present

responsible for all accounting functions, financial management and budgeting

Bookkeeper

New Hampshire Legal Assistance
September 1989 - November 1998

responsible for accounting functions through financial statements and annual audit, employee benefits administration, and purchasing

Bookkeeper

Cleveland, Waters & Bass
Concord, NH 03301
July 1988 - September 1989

responsible for accounts payable and receivable, escrow/trust accounts and billable costs (law firm)

Bookkeeper/Office Manager

Eseman/MCCallum Architects, P.A.
Manchester, NH 03101
January 1987 - September 1989

responsible for all accounting through financial statements, project administration and billing, office management

Bookkeeper/Office Manager

Bassett & Morrison
Seattle, WA 98121
August 1978 - November 1982

responsible for all accounting through financial statements, client billing, and office management

EDUCATION

University of California, Berkeley - 2 years
Franklin Pierce college -accounting, economics and management

REFERENCES

Upon Request

CHERYL STEINBERG DRISCOLL

EXPERIENCE:

NEW HAMPSHIRE LEGAL ASSISTANCE, Concord, New Hampshire

Director, Senior Law Project, May 2010 – present

Oversee project activities including, periodic payment clinic, represent clients, and provide training and outreach.

Development Director, October 2006 – September 2010

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

Staff/Directing Attorney, January 1999 – August 2007

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

DISABILITIES RIGHTS CENTER, INC., Concord, New Hampshire

Staff Attorney, January 1997 – December 1998

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

CONNOR AND KITCHEN, Manchester, New Hampshire

Of Counsel, August 1996 – January 1997

Represented persons in family and special education law matters.

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

Associate, October 1995 – July 1996

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

CHAMBERLAIN AND CONNOR, Manchester, New Hampshire

Associate, August 1993 – October 1995

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

THE HONORABLE SHANE DEVINE, SENIOR JUDGE

UNITED STATES DISTRICT COURT, Concord, New Hampshire

Extern, September 1992 – May 1993

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

EDUCATION:

FRANKLIN PIERCE LAW CENTER, Concord, New Hampshire

Juris Doctor, May 1993

SOUTHERN ILLINOIS UNIVERSITY, Carbondale, Illinois

Bachelor of Arts, Sociology, August 1983

Honors: Sociology Major Honors Award

BAR ADMISSION AND PROFESSIONAL ASSOCIATIONS:

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