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Stephanie Bray, Esq.
Gina Belmont, Esq.
Sen. Sharon Carson
Kimberley Casey
John E. Durkin, Esq.
Rep. Edward Gordon
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JUDICIAL COUNCIL
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Phillip Utter, Esq.

Sarah T. Blodgett, Executive Director
25 Capitol Street, Room 120
Concord, New Hampshire 03301-6312

June 15, 2021

His Excellency, Governor Christopher T. Sununu
And the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Judicial Council to enter into a contract in the amount of $47,503,664, with Governor and Council approval, for the period effective July 1, 2021 through June 30, 2023 between the State of New Hampshire, acting through the Judicial Council, and the New Hampshire Public Defender, (hereinafter NHPD, Vendor Code 155941), pursuant to the provisions of RSA 604-B:4. 100% General Funds. This is a sole source contract because only one organization in the State has the current capacity to meet the contractual obligations.

Funds will be available, pending budget approval for fiscal years 2022 and 2023, as follows:

	FY 2022	**FY 2023**
02-07-07-070010-1094-102 Public Defender Program	$23,751,832	$23,751,832

EXPLANATION

The Judicial Council requests authorization to enter into a contract for the biennium with the statewide Public Defender Program. The Public Defender Program would continue to operate in all ten counties under the terms of this contract through June 30, 2023 and would maintain its administrative offices at 10 Ferry Street, Suite 425, Concord N.H. The Public Defender meets the requirements of RSA 604-B:4; has been approved by the New Hampshire Bar Association; and is the State's most cost-effective method of delivering indigent-defense representation mandated by the State and Federal Constitutions and authorized by the statutory provisions of RSA 604-A:2. Using this primary component of the indigent-defense system reduces reliance on the more expensive and less predictable assigned counsel system, and provides reliable representation in the broad range of homicide, felony, misdemeanor, appellate, and sexual-violent-predator cases brought in New Hampshire courts against the indigent accused.

The Attorney General's Office has approved this contract as to form, substance and execution.

Phone: (603) 271-3592
Fax: (603) 271-1112
TDD: Relay NH 1-800-735-2964

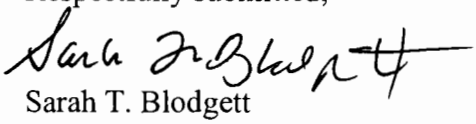
REQUEST FOR PROPOSALS AND REVIEW PROCESS

The Judicial Council developed a detailed Request for Proposals (RFP) and made the RFP available on the Judicial Council website. The availability of the RFP and the opportunity to submit proposals were also publicized in a statewide newspaper, (the *Union Leader*), in March of 2021. In addition, the RFP was advertised on the statewide contract list through the Bureau of Purchase & Property of the Department of Administrative Services. Notice regarding the availability of the RFP appeared on the NH Bar Association's Website and its March 2021 Bar News issue.

Other than the New Hampshire Public Defender, no group or individual submitted a proposal for consideration. The proposal submitted by the New Hampshire Public Defender was reviewed thoroughly by the Indigent Defense Subcommittee of the Judicial Council and was found to be compliant with the Judicial Council's Request for Proposals.

Thank you for your consideration. I would be glad to answer any questions you may have regarding this proposed contract.

Respectfully submitted,



Sarah T. Blodgett
Executive Director

Attachments

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Judicial Council		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name New Hampshire Public Defender		1.4 Contractor Address 10 Ferry Street, Suite 425 Concord, NH 03301	
1.5 Contractor Phone Number 603-224-1236	1.6 Account Number 101-007-1094-102	1.7 Completion Date June 30, 2023	1.8 Price Limitation $47,503,664
1.9 Contracting Officer for State Agency Sarah Blodgett, Executive Director		1.10 State Agency Telephone Number 603-271-3592	
1.11 Contractor Signature Cathy Green Date: 6/7/21		1.12 Name and Title of Contractor Signatory Cathy Green, President, Board of Directors New Hampshire Public Defender	
1.13 State Agency Signature Nina C. Gardner Date: 6/7/21		1.14 Name and Title of State Agency Signatory Nina Gardner, Chair New Hampshire Judicial Council	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Jill Rakow On: 6/14/21			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials CJG
Date 6/7/21

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 CJG
Date 6/7/21

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Date 6/7/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials CJ
Date 6/2/24

EXHIBIT A
SPECIAL PROVISIONS

1. Conditional Nature of this Agreement

Paragraph 4 of Form P-37 is deleted in its entirety and replaced with the following:

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the continued appropriation of funds for the services provided herein, and in no event shall money promised to NHPD in this contract be transferred administratively or otherwise to the Contract Counsel or Assigned Counsel programs without the express written consent of the President of Public Defender Program's Board of Directors. If, however, it shall become necessary to reduce the monies paid to NHPD pursuant to this paragraph, there shall be a concomitant and pro rata reduction of the services which NHPD is obligated to perform hereunder.

2. Data/Access/Confidentiality

Paragraph 9 of Form P-37 is deleted in its entirety and replaced with the following:

The parties acknowledge that the Public Defender Program has obligations of confidentiality and loyalty to clients which cannot be abridged. NHPD must strictly prevent access by the State to information regarding all matters related to the representation of individual clients.

NHPD has reporting and access obligations to the State of New Hampshire as follows:

A. The Public Defender Program Executive Director shall personally report to the Judicial Council on the operation of the Public Defender Program as requested.

B. All records of NHPD regarding expenses of operation of NHPD shall be available for examination at any reasonable time to fiscal agents of the State or General Court, including the Judicial Council.

C. NHPD will keep time records for statistical purposes and for assessment of any repayment ordered in accordance with RSA 604-A:9.

D. NHPD shall furnish the Judicial Council such listing of personnel, job descriptions and salary levels as the Judicial Council shall from time to time request.

E. Within thirty (30) days following the conclusion of each quarterly period during the term of this Agreement, written progress reports shall be prepared by NHPD. The reports shall briefly describe the cases accepted during the quarterly period, the progress of such cases, and the final disposition of all cases, in sufficient detail to disclose type and degree of offenses, whether or not contested, and the approximate time spent on such cases. The reports shall include a statement of administration costs detailing the expenses incurred during the quarterly period in connection with the operation of NHPD. One copy of each such report shall be submitted by NHPD to:

1. The New Hampshire Judicial Council,
2. The Governor,
3. Each member of the Executive Council,

Contractor's Initials: CJ9
Date: 6/7/21

4. The Attorney General, and,

5. Further copies shall be made available to such other offices, courts or agencies as the Judicial Council may from time to time specify.

F. Within sixty (60) days following the conclusion of State Fiscal Year 2020, NHPD shall provide the Judicial Council with a final statement of all expenses associated with operation of NHPD for that Fiscal Year.

G. Within sixty (60) days following the conclusion of State Fiscal Year 2021, NHPD shall provide the Judicial Council with a final statement of all expenses associated with operation of the NHPD for that Fiscal Year.

H. Within ninety (90) days of the end of State Fiscal Year 2020, NHPD shall also provide the Judicial Council with a copy of its annual audit by a certified public accountant.

I. Within ninety (90) days of the end of State Fiscal Year 2021, NHPD shall provide the Judicial Council with a copy of its annual audit by a certified public accountant.

J. Within ninety (90) days of the end of the 2020-2021 biennium, NHPD will provide an accounting of those item of equipment in which the State retains a reversionary interest. This accounting shall include a complete inventory list as well as a statement of the value of the assets listed.

3. Equipment

The State shall retain a reversionary interest in all equipment with a useful life of greater than two years, such as books, office equipment, telephones, desks and chairs, purchased by NHPD during the period of the Agreement with funds provided pursuant to this Agreement. The State shall not retain a reversionary interest in consumable supplies. In the event that NHPD ceases to operate, the Public Defender Program will return all items of said equipment within thirty (30) days of a request by the State.

4. Professional Liability Insurance

NHPD shall carry professional liability insurance covering all services to be performed pursuant to this Agreement, shall provide to the Judicial Council proof of such insurance upon the commencement of the term of this Agreement, and shall notify the Judicial Council immediately if such coverage is cancelled or expires for any reason.

5. Assignment/Delegation/Subcontracts

Paragraph 12 of Form P-37 is deleted in its entirety and replaced with the following:

NHPD shall have the option to sub-contract for attorney services as may be deemed necessary or appropriate to provide the representation specified under this Agreement. NHPD shall obtain pre-approval from the Judicial Council when the Program sub-contracts for attorney services.

6. Capital Case Representation

If the Addison Petition for Post-Conviction Relief should result in a remedy that requires the Public

Defender Program to provide any additional representation, the parties agree to amend the Price Limitation set forth in Block 1.8 of this Agreement, notwithstanding the provisions of Section 5.4.

In the event that the Public Defender Program is called upon to provide representation to any defendant charged with capital murder, the parties agree to amend the Price Limitation set forth in Block 1.8 of this Agreement, notwithstanding the provisions of Section 5.4.

7. General Liability Insurance

The following language is added to Paragraph 14 as Paragraph 14.4:

NHPD may substitute comprehensive general liability insurance in the amount of $1,000,000 per occurrence and excess/umbrella liability insurance in the amount of $3,000,000 per occurrence for the $2,000,000 per occurrence identified in Paragraph 14.1.1 of the P-37.

Contractor's Initials: CJ
Date: 6/7/21

EXHIBIT B
SCOPE OF SERVICES

1. The New Hampshire Public Defender Program, (NHPD), shall provide statewide legal representation at all stages of criminal proceedings for all criminal defendants, juveniles in delinquency cases, and respondents in involuntary commitment proceedings under RSA 135-E, qualifying as indigents. Consistent with the statutory scheme of appointment described in RSA 604-A:2 II, the Public Defender shall accept all indigent case appointments in the Circuit, Family, District, Superior, Probate, and the Supreme Courts, except in those cases in which the Rules of Professional Conduct would bar the representation, and except in those cases in which caseload limits as defined herein have been reached.

2. NHPD shall provide such other representation as is necessary and consistent with normal criminal defense, including but not limited to representation in specialty courts, as required by the provisions of the United States and New Hampshire Constitutions, as well as related activities. For purposes of this provision, "related activities" includes but is not limited to the following:

A) Representation in matters arising under RSA 169-D which are factually and procedurally related to juvenile delinquency matters such that effective representation in the matter to which NHPD has been appointed requires participation;

B) Representation in non-criminal matters such as motor vehicle and other violations, Class B misdemeanors, proceedings brought under R.S.A. Chapter 173-B, Grand Jury proceedings, proceedings related to R.S.A. 265-A:30, and the like, when such representation is required to provide effective representation in a matter to which NHPD has been appointed;

C) Representation in proceedings under R.S.A. Chapters 135 and 135-C related to a finding of a lack of competency to stand trial in a case to which NHPD has been appointed. In such matters, NHPD may seek compensation from other agencies if such compensation is normally made for such representation when provided by non-NHPD counsel.

3. NHPD shall employ an Executive Director to supervise the Program. NHPD shall hire such other staff as is necessary to provide the services under this contract. It is understood and agreed that the staffing levels will be supported by the expenditure of funds under this Agreement to purchase and install necessary equipment such as books, office equipment, computer hardware and software, telephones, desks and chairs.

4. The present NHPD offices located in Manchester, Concord, Nashua, Laconia, Stratham, Dover, Keene, Littleton, Newport and Orford will continue to be staffed with full-time attorneys and part time attorneys. Office locations will not be modified without prior written approval from the Judicial Council. Public Defender attorneys shall not be otherwise engaged in the practice of law. Contract attorneys, other than appellate attorneys, will be compensated on a caseload basis rather than on an hourly or per diem basis.

5. Subject to the normal turnover of staff and the availability of qualified replacements, NHPD shall employ not fewer than 116 full-time attorneys or the equivalent for the period of this agreement. Attorney staff not specifically designated for areas of representation by this Agreement shall be assigned responsibilities by NHPD based upon caseload growth. NHPD shall

Contractor's Initials: CJG
Date: 6/2/21

maintain specific minimum attorney staffing by employing no fewer than:

A) 22 full-time attorneys serving Northern Hillsborough County.
B) 19 full-time attorneys serving Southern Hillsborough County.
C) 19 full-time attorneys serving Rockingham County.
D) 15 full-time attorneys serving Merrimack County.
E) 7 full-time attorneys serving in Cheshire County.
F) 3 full-time attorneys serving in Sullivan County.
G) 10 full-time attorneys serving Strafford County.
H) 10 full-time attorneys serving Belknap and Carroll Counties.
I) 3 full-time attorneys serving Coos County.
J) 5 full-time attorneys serving Grafton County.
K) 3 full-time attorneys providing appellate representation.

6. NHPD and the Judicial Council acknowledge that staffing levels contemplated under this agreement do not make provision for the capacity of NHPD to provide representation in trial level, capital-case litigation.

7. NHPD shall have the option to sub-contract for attorney services as may be deemed necessary or appropriate to provide the representation specified under this Agreement. The use of all subcontractors must be pre-approved by the Judicial Council or the Indigent Defense Subcommittee. NHPD shall provide the Judicial Council with copies of all proposed subcontracting agreements and information on the role the subcontractor will play, how they will be used, assigned cases, supervised and paid.

8. For purposes of determining the minimum staffing requirements set forth above, "full-time attorneys or equivalent" shall be computed as follows: Full-time attorney staff shall be those attorneys who are salaried and devote 100% of their time to NHPD representation; Part-time attorney staff shall be given equivalent value based upon the ratio of their caseload responsibilities compared to the workload of full-time salaried attorney staff; Contract attorneys shall be given equivalent value based upon the ratio of their contract workload responsibilities compared to the workload of full-time salaried attorney staff.

9. The caseloads of NHPD attorneys shall be consistent with the Rules of Professional Conduct and shall conform to the requirements of the plan adopted by NHPD and approved and monitored on a continuing basis by the Judicial Council (See Exhibit A-1). Said plan shall allocate cases between NHPD and other counsel, shall establish caseload limits for defender attorneys in accordance with professional standards under the Rules of Professional Conduct, and shall provide for appointment of other counsel only when maximum caseloads have been reached, when conflicts exist or when NHPD attorneys are otherwise unavailable.

10. In all accepted cases, the assigned attorney will provide the client with a closing letter after the case has resolved. The closing letter will summarize the resolution of the case, including any action that the client is required to take. It will also provide basic information about the annulment process, if appropriate. The closing letter can be provided to the client electronically.

11. NHPD shall operate and administer the Conflict Case Administrator Office. The Conflict Case Administrator Office shall distribute conflict cases to contract attorneys and assigned counsel. In the event that NHPD reduces or closes case intake from a particular court or courts, the Conflict Case Administrator shall assign all of the cases refused by the Public Defender Program. In the event that NHPD reduces or closes case intake from a particular court or courts, and the Conflict Case Administrator is called upon to assign all of the cases refused by the Public Defender Program, the Public Defender Program shall sufficiently augment the resources made available to

the Conflict Case Administrator Office in order to accommodate the workload increase.

12. NHPD shall implement all recommendations made in Berry Dunn's October 9, 2020 Operational Assessment (Assessment), including but not limited to the addition of a Financial Expert member to its Board of Directors. The Assessment is incorporated into this agreement by reference and attached herein. The Financial Expert shall possess the traits identified in the Assessment. By July 1, 2022, NHPD shall enter into an agreement with Berry Dunn to conduct a review of its implementation of the Assessment recommendations. The review shall be completed by December 30, 2022.

Contractor's Initials: CJ
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EXHIBIT B-1
CASELOAD MANAGEMENT PLAN

Because persistently excessive caseloads threaten a lawyer's ability to provide competent representation to the accused, the New Hampshire legislature enacted RSA Chapter 604-B:6, requiring that a plan for caseload management be adopted by the New Hampshire Public Defender and approved by the Judicial Council. Accordingly, the parties hereto adopt the following Caseload Management Plan:

1. Representation

The Public Defender Program shall represent any eligible, indigent person in the Circuit, Family, District, Superior, Probate or Supreme Courts at all stages of criminal prosecutions, delinquency matters, and proceedings concerning the involuntary commitment of dangerous persons. The Public Defender Program is authorized to provide such other representation as is necessary and consistent with normal criminal, delinquency, and civil-commitment defense as required by the provisions of the United States and New Hampshire Constitutions. Representation shall be provided in accordance with this Plan.

2. Rules of Professional Conduct

The Public Defender Program shall not represent an individual when doing so would constitute a violation of the Rules of Professional Conduct.

3. "Case" Definition

A "case" for the purposes of this agreement is defined as a single charge; or, multiple related charges that occurred at the same time and place which are to be tried as one case regardless of the number of complaints; or, multiple charges that involve the same type of offense committed over a proximate period of time which are to be tried as one case regardless of the number of complaints.

4. Caseload Management

In order to ensure adequate representation for the accused, the Executive Director of the Public Defender Program shall monitor the caseloads of attorneys. If caseloads become excessive and the Executive Director of the Public Defender Program decides that closing off or reducing case intake is necessary, he or she will consult with the Executive Director of the Judicial Council prior to taking either of these steps. If and when a decision is made to close or reduce the intake of new cases temporarily, the Conflict Case Administrator shall assign alternate counsel pursuant to RSA 604-A:2 II.

5. Staff Attorney Caseloads

Full-time attorneys providing general felony, misdemeanor, and juvenile delinquency representation shall maintain a caseload of not more than 70 open and active cases. Lawyers may be assigned caseloads of specific case types for efficiency purposes, but when attorney caseloads are a mixture of felony, misdemeanor, juvenile, and other cases, there will be acknowledged maximums in each of these categories fixed as follows:

(a) Felony Maximum - 35 cases
(b) Misdemeanor Maximum - 35 cases
(c) Juvenile Delinquency Maximum - 20 cases
(d) Other Cases - 15 cases

The mix of cases totaling 70 for each attorney shall be determined by the Public Defender Program Executive Director based upon the experience level of the staff attorney and the concentration of case types in the geographic area served by the office in which the attorney works.

6. Homicide Representation

The Public Defender Program shall assign two attorneys to represent individuals charged with

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Date: 6/7/24

homicide offenses (first-degree murder, second-degree murder, and manslaughter cases). At least one lawyer shall be assigned from among the senior NHPD lawyers who possess homicide case experience. Program attorneys carrying a mixed caseload will carry no more than two homicides at a time, and their caseloads shall be adjusted in accordance with the complexities and demands of the homicide case.

7. Capital Case Representation

In the event that NHPD is called upon to provide trial-level representation in a new capital case, the parties agree to amend the Price Limitation set forth in Block 1.8 of this Agreement, notwithstanding the provisions of Section 5.4. When NHPD assigns lawyers to provide representation in a capital case, NHPD will do so in a manner consistent with the American Bar Association's Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases.

8. Juvenile Representation

The Public Defender shall assign attorneys to provide representation in juvenile delinquency proceedings who through selection and training meet the eligibility requirements established by the Judicial Council under the provisions of RSA 604-A:2-e.

9. Appellate Representation

The Appellate Defender Office shall be staffed by no fewer than three attorneys. Appellate Defender attorneys shall maintain a caseload that requires them to research, write, and argue not more than 24 appeals in any year.

10. Civil Commitment of Sexually Violent Predator Representation

The Public Defender Program shall assign two attorneys to represent any individual sought to be committed as a sexually violent predator pursuant to RSA 135-E. Attorneys carrying a mixed caseload will carry no more than two open and active civil commitment cases at a time. The caseload of any attorney handling a civil commitment case shall be adjusted in accordance with the complexities and demands of the civil commitment case.

11. Amendment and Review

No change shall be made in this Plan except upon approval of both parties. Either party may propose amendments to this Plan whenever said amendments appear to be appropriate and necessary. In addition, the Judicial Council shall review the operations of the Public Defender Program and shall also review quarterly statistics of the Public Defender Program to ensure that representation of indigents by the Public Defender Program is consistent with this Plan and legislative mandates.

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EXHIBIT C
METHOD OF PAYMENT

1. It is agreed that the sums advanced above shall be expended by NHPD for the sole purpose of paying the expenses of administration of NHPD, including payment of salaries of personnel assigned to it, social security and payroll taxes or benefits computed on payroll, travel, insurance, rent, telephone, office supplies and equipment. All expenses incurred shall be reasonably related to and necessary for the operation of NHPD.

2. Notwithstanding Paragraph 1 of this Exhibit, NHPD is authorized to make training presentations and materials available to attorneys not employed by NHPD who provide indigent defense services funded by the State of New Hampshire.

3. In consideration of the satisfactory operation of NHPD from the effective date of this contract until the end of Fiscal Year 2022, the State of New Hampshire shall advance to NHPD in State Fiscal Year 2022:

$11,875,916 for the period July 1, 2021 through December 31, 2021, and,
$11,875,916 for the period January 1, 2022 through June 30, 2022.

5. In consideration of the satisfactory operation of NHPD from the effective date of this contract until the end of Fiscal Year 2023, the State of New Hampshire shall advance to NHPD in State Fiscal Year 2023:

$11,875,916, for the period July 1, 2022 through December 31, 2022, and,
$11,875,916 for the period January 1, 2023 through June 30, 2023.

6. The amount, if any, by which the total semi-annual payments specified above for State Fiscal Year 2022 exceed the amount of total expenses associated with operation of the NHPD for that year shall be utilized by NHPD to help to defray expenses associated with operation of NHPD incurred during State Fiscal Year 2023.

7. Within 80 days following conclusion of State Fiscal Year 2023, NHPD shall return to the State the amount, if any, by which the total of the payments specified above for both fiscal years exceeds the total expenses incurred for operation of NHPD for the two fiscal years.

Contractor's Initials: CJ
Date: 6/7/21

Contractor's Initials CJ
Date: 6/7/21

EXHIBIT D

BerryDunn

[redacted]

New Hampshire Public Defender
Operational Assessment

[redacted]

October 9, 2020

Submitted by:
Mark LaPrade, CPA, Principal
Robert Smalley, CPA, CFE, Principal
Katharine Balukas, CPA, Manager
1000 Elm Street
Manchester, NH 03101
Phone: 603.518.2600

Contractor Initials: CG
Date: 6/7/21

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1.0 Introduction

This section describes the background of the project, the format of the report, and the work performed in the development of this report.

1.1 Project Background

Berry Dunn McNeil & Parker, LLC (BerryDunn) was engaged to provide consulting services for New Hampshire Public Defender (the Organization) in connection with its services contract with the New Hampshire Judicial Council (the Council). We agreed to provide a review of current operations financial reporting processes within the Organization. We performed a variety of fact-finding activities to gain an understanding of the Organization and its operations. We gathered information to understand the roles and responsibilities of staff and the overall organization structure to identify areas of potential opportunities for improvement.

The project consisted of three phases:

1. Project Planning
2. Review and Assessment
3. Development of Recommendations based on Opportunities for Improvement

Tasks involved in these phases included conducting fact-finding meetings with a select group of the Organization's Board of Directors, Directors, and members of the staff, in addition to the Executive Director and a member of the Council. We also reviewed policies and procedures, reviewed the organization chart and job descriptions, reviewed the appropriateness of the decision to not fill the previous role of Director of Finance and Administration, in addition to reviewing monthly, annual, and system generated reports. We developed recommendations and provided those recommendations to the Executive Director and the Board of Directors of the Organization, and to the Council. We took into account the nature and complexity of the Organization's business objectives, systems, and operations while developing our recommendations for improvement.

1.2 Report Format

This report is comprised of an introduction, current environments identified for potential improvement, and recommendations for improving each area identified. See breakdown of the report format below:

1. **Introduction.** This section describes the background of the project, the format of the report, and the work performed in the development of the report.

2. **Opportunities for Improvement.** This section identifies the current financial procedures and systems. It also identifies gaps and potential areas for improvement. This section also presents the recommendations for improvement in the current environment, and the necessary actions the Organization may take to improve the current environment.

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To assist in evaluating the risk of the finding, a rating system is applied to assess the level of threat to the Organization.

These ratings are defined as follows:

High:	The finding may pose a significant risk, including compromise of confidential information, regulatory violation or criticism, damage to reputation, loss of earnings or capital, errors and omissions, and may have a material impact on the Organization's ability to accomplish its operational goals and objectives. Finding requires immediate attention.
Medium:	The finding may not pose a significant risk by itself, but could indicate a missing control or a weakness in an existing control. Finding should be addressed in the normal course of business.
Low:	The finding is unlikely to pose a significant risk. A recommendation is presented which management should analyze, consider the costs and benefits of, and determine an appropriate course of action within a reasonable period of time.

1.3 Work Performed

BerryDunn conducted initial project planning meetings with the Executive Director of the Organization and the Executive Director of the Council to clarify project goals and objectives, identify known project constraints, and refine dates and tasks. Following the meeting, BerryDunn requested information from the Organization's management in order to become more familiar with the current environment. On July 9, 2020, BerryDunn facilitated a project kick-off meeting with the Executive Directors of both the Organization and the Council. During the meeting, BerryDunn reviewed the approach for the project and identified members with whom to conduct fact-finding meetings.

Following the project kick-off meeting, BerryDunn facilitated fact-finding meetings with select Organization staff. The purpose of these meetings was to follow up on information previously collected, document existing processes, and identify challenges in the current environment.

Fact-finding activities included review of current and previous organizational charts. BerryDunn interviewed management and key staff in order to assess whether their tasks and responsibilities were consistent with the job description and whether segregation of duties appeared to be properly maintained. During the interviews, we also solicited input regarding areas for improvement.

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Meetings were conducted with the following positions within the Organization and the Council:

New Hampshire Judicial Council

- Executive Director
- Member of Executive Council

New Hampshire Public Defenders

Organization's Board of Directors:

- President
- Secretary
- Chair of Finance Committee

Administration:

- Executive Director
- Director of Legal Services
- Director of Litigation
- Director of Investigation and Internships
- Executive Office Administrator
- Human Resources Manager
- Human Resources Administrator
- Business Manager
- Administrative Assistant
- IT Manager
- Manager of Administrative Services

Manchester Office:

- Managing Attorney
- Office Administrator
- One Staff Attorney

Nashua Office:

- Managing Attorney
- Office Administrator
- One Staff Attorney

Concord Office:

- Managing Attorney
- Office Administrator
- One Staff Attorney

Laconia Office:

- Investigator

We sincerely appreciate the cooperation, courtesy, and working environment provided to our personnel by management and the employees of the Organization and Council during the engagement.

Contractor Initials: CJ
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2.0 Opportunities for Improvement

BerryDunn identified several opportunities for improvement related to the current systems and environment, see below:

2.1 Accounting Policies and Procedures – Risk Rating: High

Financial Reporting and Organizational Structure

Current Environment:

Our understanding is that a quarterly "Statement of Revenue and Expenditures" is prepared on a modified accrual basis by the Business Office Manager (BOM) on a monthly basis and is reviewed by the Executive Director. Due to reporting requirements of the State, we understand that Organization is prohibited from updating their fixed assets on a regular basis for their reporting purposes. As a result, any fixed asset additions are shown as expenses until year end when an entry is recorded as part of the audit to record fixed asset and annual depreciation expense. On a quarterly basis, the "Statement of Revenue and Expenditures" report is provided to the Council and the Organization's Board of Directors for their review. We understand that each year, the Organization undergoes an independent audit.

The current organizational structure of the Accounting and Finance Department includes an Executive Director, a BOM and a part-time Administrative Assistant. Prior to fiscal year 2018, there had been a position of Director of Administration and Finance (DAF) that oversaw the Office Administrators, the IT Manager, Human Resources and Accounting and Finance. This position was not filled after the former DAF left and the many roles and responsibilities were transferred to various Directors and BOM. The roles of supervising the Office Administrators has been filled through a newly created management position in the spring of 2020.

We also understand that like many other organizations, there are some portions of the financial reporting function that are handled by the independent auditors, including maintaining the fixed asset schedules and depreciation expense, reviewing journal entries on an annual basis, and filing the Federal Form 990 and State Annual Report.

We understand that the Executive Director and one of the Directors are husband and wife, which was identified as a concern from outside parties. Through inquiries with members of the Organization and the Board of Directors, we have identified safeguards that have been implemented. The Executive Director is not involved in the annual raises of the Director, rather the Board of Directors determine appropriate increases. The Organization also has a formal whistleblowers policy

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in which individuals have open lines of communication with the Board President as opposed to the Executive Director.

Recommendations

We recommend that the Organization enhance their monthly financial packet by regularly updating their fixed assets and including a balance sheet. Through discussions with the BOM, we understand that a balance sheet, income statement and listing of capital purposes are prepared on a monthly basis, however, they are not provided to the Board as part of this review. We understand that an income statement and balance sheet that have been updated for any fixed asset additions would not be able to be submitted to the Council as part of their monitoring, but we believe this report should be prepared for internal and board purposes. Additionally, we recommend that on a monthly basis, all journal entries be reviewed by someone outside of the accounting function. This review should verify that all entries were appropriate and are supported by proper documentation. Journal entries can be used to circumvent other controls that are in place to prevent fraud. A timely review of journal entries is vital to a sound internal control structure.

We recommend that the Organization fill the role of Director of Finance. As a result of the DAF position being eliminated, we found that an important oversight functions were also eliminated. While the day-to-day accounting functions have continued, the oversight of these functions and the financial reporting associated with more complex accounting treatments have not been performed. The Organization does not have an individual on staff with the knowledge of financial reporting in accordance with GAAP and ability to implement sound internal controls over financial reporting. This can be accomplished either through hiring an employee or outsourcing the key controls, reviews and tasks below to an independent third-party. There are many portions of the Financial Reporting process that have been performed by the external auditors that should be an internal function. The audit is not a function of an Organization's internal controls or financial reporting process. In order to have a complete financial view of the Organization for decision-making and budgeting purposes, the fixed asset tracking and journal entry reviews should be performed internally.

Payroll

Current Environment:

- BerryDunn found that the BOM is responsible for all aspects of the payroll process. This includes adding and removing as well as updating employee information in the Paylocity Payroll System (Paylocity). The BOM is also responsible for inputting employee hours worked, processing the bi-weekly payroll, and recording the bi-weekly journal entries in the General Ledger. There is no pre- or post- payroll review nor is there a review of the employee demographic information in Paylocity.

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Date: 6/5/14

- We noted that the Administrative Assistant creates a monthly listing of all new and terminated employees. This listing is then provided to Administration, however, there is no formal review to payroll records to verify if all hires and terminations are appropriate.

- We also noted that there are a few individuals that have full access to Paylocity including the BOM, the Human Resources Administrator and the Human Resources Manager while there are several employees with read-only access including the Executive Director, the Human Resources Administrator and the Executive Office Administrator. The full access provides the individuals with the ability to add, remove or update employees in Paylocity as well as fully process payroll. The read-only access only allows the individual to see the payroll and demographic information, but not record any changes or process payroll.

- Timesheets are completed manually by all employees. The timesheets are then reviewed by the respective Office Administrator or Director. The timesheets are then provided to the BOM to be entered into Paylocity. All employees are set to be paid in Paylocity based off their schedules. For example, an hourly employee who works 20 hours a week is set in Paylocity to be paid 20 hours a week as the default. The employee's pay will only change if the BOM updates Paylocity for a particular pay period to reflect a different number of hours worked. There is no review of the hours entered into Paylocity from the manual timesheets outside of the BOM.

- Similar to timesheets, paid time off is also tracked manually. Each pay period staff complete a timesheet notating any vacation or sick time used. The BOM maintains Excel spreadsheets for all staff to track time used during the year. This tracking is called a "checkerboard". Staff are provided with their individual quarterly "checkerboards," detailing the amount of paid time off staff have accumulated and remaining at the start of each quarter. During our interviews, a few respondents noted they have contacted the BOM to alert her of any errors or inadvertent omissions of reporting used paid time off at the administrative and employee levels.

- Attorneys track caseloads and document work performed through Defender Data software. To gain access to Defender Data, attorneys need to be added to the application by the IT Department and are provided with individual credentials to log in. Currently, there is no reconciliation between attorneys included in Paylocity and Defender Data.

- We noted there are no policies in place requiring employees to take vacation time in a consecutive manner. This would be a valuable policy to consider adding to the Organization's paid time off policy. This control has also been proven to be an effective control in detecting and deferring fraud, as personnel filling another's role during a time of absence may find evidence of malpractice during prior periods.

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Recommendations:

- Segregation of Duties and Review of Payroll

  Segregation of duties is an internal control activity employed to help prevent, deter and detect the occurrence of unintentional errors or deliberate fraud. Proper segregation of duties is accomplished when no individual has control over access to assets, authorization of a transaction and recording or reporting of that transaction. If an individual is placed in the position of having both access to assets and responsibility for maintaining accountability for the assets, the duties assigned are defined under the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Internal Control Framework as being "incompatible."

  We noted the Organization's current payroll process is maintained and completed by one individual without any level of review or oversight. We recommend the Organization incorporate a review of payroll each pay period. This review should be performed by someone outside of the payroll process and by an individual that does not have ability to change any payroll data. This review should be documented on either the payroll register or through the use of a monthly approval tracking spreadsheet. This review should also include the review of a payroll change report to verify the validity of any new or terminated employees or demographic changes made in Paylocity during the period. The Organization should periodically review employee access rights within Paylocity to verify that individuals have the appropriate access and capabilities given their roles and responsibilities.

  While we noted that the Administrative Assistant creates a listing of new and terminated employees, this listing is only provided to Administration. In order for this to be an effective control, this listing should also be reviewed by Human Resources as well as the Managing Attorneys, as they are more involved in the day-to day operations of each office and the newly and terminated employees. Given the size of the Organization and the number of employees, a review by Administration does not provide appropriate oversight.

- Implement Electronic Time-Recording System

  To increase efficiency and reduce the risk of human error, we recommend the Organization consider the implementation of the electronic time-recording module within Paylocity. Employees would have the capability to enter time electronically, and supervisors could approve timesheets electronically, reducing the risk of manual errors with paper timesheets. Implementation of this system would also eliminate the need to track paid time off manually through Excel spreadsheets. This will allow employees to have real-time reporting of their remaining vacation and sick hours as opposed to receiving quarterly analysis. This will reduce the risk of human error when entering payroll into Paylocity and manually tracking paid time off. Through discussions with management, we have noted that the Organization is in the process of

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implementing tracking paid time off within Paylocity. The goal for this function is to be in place no later than the end of calendar year 2020. We understand that management is still considering the use of the time reporting module as it is an additional annual cost to obtain the specific module.

- Reconcile Attorney Names within Paylocity and Defender Data

  We recommend a periodic (i.e., monthly or quarterly) reconciliation of attorneys within Paylocity to attorneys who have access to Defender Data to monitor the rosters of both systems. This review should also be properly reviewed by an individual outside of the payroll processing function and does not have the ability to added or remove employees in Defender Data. This would add an additional level of assurance that employees paid in the Paylocity System to the employees performing work within Defender Data. This would serve as an overarching review to verify the existence of that all attorneys being paid through payroll. This reconciliation should ultimately be prepared by an individual outside of the payroll process.

- Establish a Policy Requiring Employees to Take Consecutive Days Off

  To further strengthen internal controls, as well as contribute to the well-being of personnel within the Organization, we recommend adding a vacation requirement of at least one consecutive week for all personnel within the organization. This will require personnel to step away from their duties for a certain period of time, allowing their backups to assume their responsibilities. Not only does a vacation requirement allow employees to return to work feeling refreshed and increase productivity, having a backup assume responsibilities may uncover fraud schemes, particularly surrounding the accounting function.

2.2 Caseloads and Time Reporting – Risk Rating: High

Current Environment:

Attorneys and managing attorneys in all offices utilize Defender Data to manage and track all client work and caseloads. Defender Data does not track non-client work. Each case has an assigned weight based on the estimated hours a case should take to complete. These weights for all cases assigned to an individual are then used to calculate individual caseloads on a weekly basis. The caseloads are used to determine who to assign new cases. The Administrative team utilizes the caseloads to determine the overall volume of cases per office rather than on an individual attorney level. There are specific requirements in the contract with the Council that state an attorney can only have a total caseload 70 at any given time. We are aware that this threshold is not being met due to the demands for representation and delays in the Courts system caused by the COVID-19

Contractor Initials: CJ
Date: 4/7/21

Pandemic. Many attorneys were averaging a caseload of 100 as of the date of our interviews at the end of July 2020.

We noted through discussions with attorneys at various office locations that the specific weights assigned to cases are not well-known within the Organization. Those who are aware of the assigned weights told us they thought the weights were not a fair representation of the time required to complete such case. There were many legal activities mentioned by staff that are not specifically counted in the case management weights, such as homicides, which could cause the total caseload for an individual to be misleading and not accurate. We also noted through discussions that the main reason for homicides not being included in the caseloads are due to the complexities of each individual case.

We understand that the caseload metrics are the only tracking mechanisms used by the Organization for monitoring workloads, staffing levels and budgeting. Employees are not required to keep detailed timesheets for time spent on specific cases. Rather at the end of a case, they are to provide a rough estimate as to the hours spent on the case. We noted there are some attorneys who indicated that they kept detailed records on their own, however, the majority did not track the hours spent on a case. We noted through inquiries with Directors that caseload metrics are used in the budgeting process as an indicator of staffing needs and ultimately for contract negotiations with the Council.

Recommendations

We recommend that the Organization undertake a review of actual time spent on cases with the goal of updating the caseload weights. Given changes in the Court system and increased complexities to certain types of cases, these weights should be re-evaluated on a periodic basis. The Organization should verify that all relevant factors and case-types are considered in determining new weights, and provide the case weights to all staff as a point of reference and for transparency.

We also recommend that the Organization institute a procedure for employees to track their time on a detailed level. This detailed tracking should include client work and non-client work. This is a mechanism that can ultimately be used in the review of the weighting system for each case-type.

We believe that both aspects are vital to the Organization. For the purposes of caseload management, the weighing of cases and using these totals to assign future work is necessary on an on-going basis. However, time reporting is also a key aspect that is needed in order to provide the details surrounding employees hours in order to better manage and budget for the future. Having an individual at a Director level with a strong accounting background who would be able to analyze

Contractor Initials: CJ9
Date: 6/3/21

the data from both the Case Management software and the time reporting would assist in making sound financial and budgeting decisions.

2.3 Performance Evaluations – Risk Rating: Low

Current Environment:

Based on our review of the Organization's handbook, employees can expect to receive a performance evaluation each year. New attorneys within their first year of employment are to receive performance reviews after their first ninety days of employment. Feedback from our interviews with individuals at all levels within the Organization indicated that the evaluation process is not done timely or consistently for staff who have been with the Organization for more than a year. Due to the nature and high volume of caseloads assigned in each office location, many individuals felt that there is not adequate time available in order to complete the evaluations nor is there a specific directive from management to complete them. A significant number of employees indicated that the current evaluation process itself does not provide significant value to those receiving them.

Recommendation:

To support management decisions regarding both positive (promotions), negative (disciplinary actions) directives, and to provide feedback necessary for development, we recommend prioritizing completion of staff performance evaluations on an annual basis. Directors should communicate the importance of conducting performance evaluations, as the outcomes may impact budgeting and contract negotiations. Directors should establish proper tone at the top by establishing clear and specific policies for staff and managing attorneys to follow. We recommend the Organization consider developing a new Performance Evaluation process to provide relevant and constructive feedback to staff.

2.4 Procurement Policy – Risk Rating: Medium

Current Environment

The Organization does not have a formal procurement policy that specifies obtaining competitive bids from multiple vendors. This increases the risk the Organization does not obtain the best price or quality. It also provides an opportunity for an employee to receive kickbacks from vendors for selecting the vendor for a particular purchase.

Recommendation:

We recommend a policy be established which requires obtaining competitive bids from multiple vendors for single purchases over a specified dollar amount or ongoing purchases that are expected to aggregate to a specified amount. For example, any purchase for $10,000 or a contract to exceed $10,000 could require the Organization to receive quotes from three vendors. The Purchasing

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Director should compare the bids and recommend one based on factors such as cost, quality, delivery, customer support, etc. The recommendation should then be approved by the Executive Director, or other Director should the Executive Director make the recommendation, based on a review of the various bids and information supporting the recommendation.

2.5 Vendor Due Diligence Policy – Risk Rating: Low

Current Environment

The Organization utilizes many third-party software and services, including their general ledger package, payroll provider, and case management software. We noted the Organization does not have a process to evaluate a vendor before entering into a contract or for on-going monitoring once a contract is entered into. We understand that the Organization does receive and review the service organization report for the payroll provider.

Recommendations:

We recommend the Organization create a formal Vendor Due Diligence policy that includes the on-going monitoring and evaluation of outside vendors. This policy should include:

- Reviewing System and Organization Control (SOC) reports of a prospective vendor during the contracting process. Service organizations are required to undergo audits to verify if the provider is securely managing its data and privacy of its clients. The results of these audits and detailed tests performed are reported in what is known as a SOC report.

- Reviewing each User Agreement for key terms and deliverables under the agreement in order to track compliance with each User Agreement.

- Determining if the service organization can provide a SOC 1 Type 2 report. This would also include identifying if there is any subservice organization identified in the reports that have been carved out from the primary service organization. If the subservice organization has been carved out, determine if the subservice organization can provide a SOC 1 Type 2 report.

- Reviewing and evaluating the SOC 1 Type 2 reports for the service and subservice organization to determine if there are any findings that could have a potential impact on the Organization's internal controls over loan programs.

- Reviewing and evaluating the complementary user controls identified in the reports to determine if these are incorporated into the Organization's existing internal controls.

Contractor Initials: CJ
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2.6 Succession Planning – Risk Rating: High

Current Environment:

Organizations of this size require succession planning to provide for a smooth and successful transfer of leadership. The Organization is expecting turnover from retirements at the Director level in the one to five year timeframe. Job descriptions for all positions within the Organization had been reviewed over the last year and updated to be consistent with the roles and responsibilities of the position. We did note the Organization lacks overall documented procedures surrounding each position. Many of the individuals at the Director level have been in their positions for several years and have significant institutional knowledge that should be documented. Small organizations are particularly vulnerable to the loss of personnel who have sole understanding of a given job or responsibility.

There is no cross-training being performed or planned between Directors and personnel who are likely to succeed a Director in the foreseeable future. Although not currently a significant issue, given the current expected retirement dates, personnel entering a Director-level position could be unprepared for the duties and responsibilities of the position they are taking over if there is not adequate cross-training prior to the position being succeeded if these dates change.

Recommendation:

We recommend the Organization create detailed procedure manuals for each key leadership role in both administrative functions and office levels. These detailed procedure manuals should describe job functions key to the Organization's leadership positions that can be used for cross-training, as well as a guide on how to transition into a leadership role.

2.7 Organization-wide Trainings – Risk Rating: Low

Current Environment:

With the Organization, professional trainings occur twice a year to meet compliance standards in educating the legal staff. New attorneys entering the Organization receive what appears to be extensive training with emphasis on in-house practice skills, trial skills, and legal ethics. Employees are encouraged by management to seek training that may be held by outside organizations that could add to their professional development. There are no organization-wide trainings for all administrative and professional staff emphasizing core competencies to maintain within the Organization in the areas of organizational ethics and managerial of people.

Ethics training is essential for establishing tone at the top at the Director level. Ethics training heightens staff awareness of how duties should be performed to help achieve shared goals of the Organization. This level of training should be

Contractor Initials: JG
Date: 6/2/24

geared towards the practices internal to the Organization, and encourage ethical decisions when performing day-to-day operations.

Training related to specific management and other soft skills could be beneficial for all staff within the Organization. Due to the Organization's vertical organizational structure, tasks are consistently delegated and oversight is present.

Recommendation:

We recommend that the Organization provide training to all employees to help encourage employees to work towards achieving organizational goals. The trainings should include overall ethics training that focuses on key areas of detection, prevention, and response. The goal should be to deter employees from making unethical decisions which could cause harm to the Organization or its clients. The Organization should also develop management-focused and other soft skills training that will help employees focus on and improve communication, delegation, development of staff, and strategizing. This will allow managers to have a more active role in managing their overall offices and making staff development a priority.

2.8 Financial Expert on the Board of Directors – Risk Rating: Medium

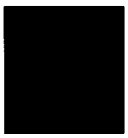
Current Environment:

Based on our review of the Board of Directors roster and meetings with select Board members, it does not appear that the Board has a designated financial expert. As a best practice, it is recommended that each Board of Directors or Audit Committee have at least one Financial Expert on the committee. A Financial Expert is deemed to have the following attributes:

- Have an understanding of U.S. generally accepted accounting principles and specifically not-for-profit financial statements,
- Have an understanding of internal controls,
- Have a general understanding of not-for-profit financial issues,
- Have the ability to access the general application of principles in connection with the accounting estimates, accruals and reserves; and
- Have experience preparing, auditing, analyzing or evaluating financial statements.

While a financial expert is not required, each member of the Board should be able to read and understand the basic financial statements, participate in discussion focusing on the Organization's use of resources, and read, understand, and approve the annual budget. Having a member of the Board with financial expertise will improve the Board's ability to fulfill its fiduciary responsibilities and be a valuable resource to the Board as a person who can address accounting-related questions from other members.

Contractor Initials: CJ
Date: 6/2/21



Recommendation:

We recommend the Organization review the By-Laws and current composition of the Board to determine if there is a current member that meets this requirement. If there is not a member that meets the requirement, the Board should seek to find an individual with the identified traits of a Financial Expert.

* * * * * * * * * * *

We sincerely appreciate the cooperation, courtesy, and working environment provided to our personnel by management and the employees of the Organization and Council during the engagement.

The communication is intended solely for the information and use of the Organization and the Council and is not intended to be, and should not be, used by anyone other than these specified parties.

Contractor Initials CJ
Date 6/7/21

CERTIFICATE OF AUTHORITY

On June 12, 2021 the Board of Directors of the New Hampshire Public Defender, a private, nonprofit corporation organized under the laws of New Hampshire with principal offices at 10 Ferry Street, Suite 434, Concord, NH 03301, voted to adopt the following resolutions:

RESOLVED: That the New Hampshire Public Defender enter into a contract with the State of New Hampshire and/or the New Hampshire Judicial Council, to operate a public defender program providing statewide indigent defense representation for the period July 1, 2021 through June 30, 2023.

RESOLVED: That Cathy Green, President of the New Hampshire Public Defender Board of Directors, is given full authority to execute any and all documents necessary to enter into this contract with the State of New Hampshire and/or the New Hampshire Judicial Council.

I certify that these resolutions, having been duly adopted by vote of the Board of Directors of the New Hampshire Public Defender, remain in full force and effect, and have not been revoked, rescinded, or modified.

I further certify that Cathy Green is the President of the New Hampshire Public Defender and is still qualified and serving in that capacity.

By: _____ June 13, 2021

Michael Iacopino, Acting Secretary Date

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 PUBLIC DEFENDER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 06, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **83694**
Certificate Number: **0005314897**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of March A.D. 2021.

William M. Gardner
Secretary of State

Client#: 1739328 NEWHAM16

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2021

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
711 E. Main Street
Suite 201
Chicopee, MA 01020

CONTACT NAME: Matt Roberts
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035
E-MAIL ADDRESS: matt.roberts@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B : Columbia Casualty Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Hampshire Public Defender
10 Ferry Street, Suite 434
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY	X		OHVD29993901	07/01/2020	07/01/2021	EACH OCCURRENCE	$1,000,000
	X CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			OHVD29993901	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			OHVD29993901	07/01/2020	07/01/2021	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WHVD24491901	07/01/2020	07/01/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
B	Lawyers Profes. Errors & Omissions			LAS596604369	08/01/2020	08/01/2021	$2,000,000 each claim $2,000,000 each claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

PROOF OF COVERAGE

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

Todd

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New Hampshire Public Defender

10 FERRY STREET, SUITE 434, CONCORD, N.H. 03301 TEL: (603) 228-6110 FAX: (603) 227-9367
rhawkes@nhpd.org

April 1, 2021

The New Hampshire Judicial Council
25 Capitol Street, Room 424
Concord, NH 03301-6312

Dear Council Members and Executive Director Blodgett:

For over forty years, New Hampshire Public Defender has dedicated itself to providing capable, reliable, and cost-effective indigent defense representation in our courts. New Hampshire Public Defender has worked continuously to earn the confidence placed in it by the Judicial Council to carry out its responsibilities with proficiency and efficiency. We respectfully submit this proposal with the hope and intention of securing the opportunity to continue this important work during the next two State Fiscal Years.

The enclosed proposal is submitted in formal response to the Request for Proposals released by the Judicial Council on March 16, 2021. Should NHPD be awarded the contract, you have my promise that our employees will work to preserve and enhance the program's reputation for hard-work, dedication to our clients, and cost-effectiveness.

As the authorized contract signatory for the New Hampshire Public Defender and the person responsible for binding the organization to the provisions of the proposal, I accept the following stipulations of the RFP:

The bidder acknowledges that the bidder has read the N.H. Standard Form Contract, (Form P-37 1/2009), and all applicable exhibits and forms for a contract resulting from this RFP, understands them, agrees to all terms and conditions, (unless otherwise-mutually-agreed-upon terms supersede them), and if selected will provide all applicable exhibits and forms required to execute a contract with original signatures.

Thank you for your consideration of this proposal. Please do not hesitate to contact me if you require additional information.

Sincerely,

Randy Hawkes
Executive Director

Enclosure

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- Appendix C — Audited Financial Statements
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Executive Summary

When a New Hampshire Court appoints the New Hampshire Public Defender Program to represent a person accused of having committed an offense punishable by deprivation of liberty, NHPD's mission is to provide that individual with highly professional, effective representation. As a taxpayer-funded entity, NHPD is obliged to provide that service in an efficient and cost-effective manner.

The New Hampshire Public Defender is committed to providing the courts and citizens of the State of New Hampshire with dependable and reliable appointed-counsel services in every eligible case arising in our criminal and juvenile justice systems. NHPD strives to accept every possible court assignment, and declines representation only when our participation is precluded by the Rules of Professional Responsibility. The program undertakes a conscientious review of those rules and scrupulously analyzes their applicability to individual cases to maximize the number of court-appointed cases accepted.

Upon the effective date of July 1, 2021 (or upon final approval from the Governor and Executive Council), the New Hampshire Public Defender will continue to remain obligated and able to provide ongoing representation in approximately 12,000 open and active cases. NHPD is prepared to assume responsibility for the anticipated 25,000 new cases opened each fiscal year thereafter.

The Public Defender Program meets or exceeds all professional standards promulgated by national institutions, including the American Bar Association and the National Legal Aid and Defender Association. NHPD has earned a reputation for reliable, respectful and effective advocacy on behalf of the indigent accused for more than forty years. Program attorneys have carefully cultivated strong working relationships with the courts, prosecutors, and other components of New Hampshire's criminal justice system.

New Hampshire Public Defender will remain an active and responsive partner with the Judicial Council and the Courts in on-going efforts to lower the cost of indigent defense. Quality control, efficiency, and accountability continue to be high priorities for the Program. Regular auditing of financial operations, vigorous monitoring of case intake and processing, and regular reporting to its Board of Directors and government officials will remain essential components of the New Hampshire Public Defender's systematic approach to oversight and supervision.

The Public Defender Program was founded to provide New Hampshire with a dependable, cost-effective means of meeting the constitutional mandate of providing counsel for the indigent accused. Throughout its history New Hampshire Public Defender has proudly fulfilled that role. In the coming biennium NHPD will continue to maintain its tradition of quality advocacy and will continue to work with other stakeholders in the criminal and juvenile justice systems to assure that all citizens receive equal treatment before the bar of justice.

Bidder Profile

New Hampshire Public Defender is a private, non-profit corporation whose sole purpose is to provide legal representation to indigent criminal defendants, to civil commitment respondents, and to children in delinquency proceedings throughout New Hampshire. The corporation is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. NHPD carries professional liability insurance through CNA. Property and casualty insurance is provided through The Hanover Insurance Group.

The Public Defender Program's Articles of Incorporation state that the Board of Directors shall manage the business and affairs of the corporation. Up to six Board members are selected by the membership of the corporation. The three remaining positions on the Board are filled by action of the New Hampshire Bar Association's Board of Governors. The current membership of the Board of Directors is as follows:

Cathy Green, Esq., President
Shaheen & Gordon
107 Storrs Street, Concord, NH 03302

(NH Bar Appointee) Michael Iacopino, Esq.
Brennan Lenehan
85 Brook Street, Manchester, NH 03104

Steven Gordon, Esq.
Shaheen & Gordon
107 Storrs Street, Concord, NH 03302

Richard Guerriero, Esq.
Lothstein & Guerriero
39 Central Square, Suite 202
Keene, NH 03431

Margaret O'Brien
Devine-Millimet
111 Amherst Street, Manchester, NH 03101

(NH Bar Appointee) Philip Waystack, Esq.
Waystack Frizzell
P.O. Box 137, Colebrook, NH 03576

Risa Evans, Esq., Secretary
University of New Hampshire School of Law
2 White Street, Concord, NH 03301

Pam Phelan, Esq.
NH Disability Rights Center
64 North Main Street #2
Concord, NH 03301

(NH Bar Appointee) Kimberly Weibrecht, Esq.
Weibrecht and Ecker
65 Main Street, Suite Two, Dover, NH 03820

The Board of Directors appoints an Executive Director who serves as the principal executive officer of the Corporation and, subject to the direction of the Board of Directors, supervises and controls the business and affairs of the Corporation.

The Program employs a total of 237 employees, 128 of whom are attorneys who provide direct representation in appointed cases. The balance of the staff consists of investigators, social workers, legal secretaries, office assistants, receptionists, and information technology specialists. A small administrative team, located in Concord, provides managerial oversight to all program operations.

A complete roster of all current staff members of NHPD is attached as Appendix A.

An organization chart is attached as Appendix B.

Bidder's Financial Reports

New Hampshire Public Defender's Audited Financial Reports for the past two fiscal years are attached as Appendix C.

Subcontractor Profile

NHPD reserves its right pursuant to RSA 604-B:4 to subcontract work if subcontracting becomes necessary. NHPD will notify the Judicial Council in advance when the Program plans to subcontract services. NHPD will subcontract only with attorneys whose professionalism, competence and level of expertise are commensurate with the level of cases for which the subcontractor's services are engaged. Subcontractors will be utilized primarily when an NHPD office is understaffed and geography prohibits another NHPD office from providing relief. When NHPD attorneys are temporarily unavailable to take cases (e.g. Family/Medical Leave) or have left the Program through resignation or termination, subcontractors may be engaged to cover a specific case level or to take a mixed caseload. Cases will be assigned by the Managing Attorney of the affected office; and all subcontractors' performance will be monitored by NHPD's Director of Legal Services. Subcontractors will be paid at the Contract Attorney rate established by the Judicial Council. A copy of the agreement used to retain subcontractors is attached as Appendix G.

Bidder Background and Experience

From its inception as a pilot project of New Hampshire Legal Assistance in 1972, through incorporation as a stand-alone institution in 1985 and more than three subsequent decades of growth, the New Hampshire Public Defender Program has worked diligently to earn its reputation for reliably providing effective representation to the indigent accused in a cost-effective manner. Each succeeding generation of Public Defenders inherits an inspiring and challenging legacy. We are always mindful that, as a taxpayer-funded institution, our performance is measured by efficiency as well as quality.

Over the years NHPD has extended its geographical coverage and steadily increased its share of the state's indigent defense caseload. Since 1997 the Public Defender Program has provided every New Hampshire Court with access to capable attorneys for the indigent accused. The Program currently handles approximately 88% of New Hampshire's overall indigent criminal caseload.

NHPD provides representation in juvenile, misdemeanor, felony, and homicide-level cases. In addition, we represent clients in court-appointed post-conviction matters including parole violations, violations of probation, sentence-related hearings, and appeals to the New Hampshire Supreme Court. NHPD also provides representation in civil commitment proceedings.

The Public Defender Program has a history of working with the courts and with other government agencies in efforts aimed at improving the delivery of indigent defense services and containing costs. NHPD's administration has collaborated with the Administrative Judges of the New Hampshire Circuit and Superior Courts to bring greater efficiency to the appointment process for all assigned cases. In collaboration with the Judicial Council, NHPD maintains the Conflict Case Administrator Office to assure the prompt assignment of private counsel for clients whose cases present a conflict of interest for NHPD.

NHPD's administration and attorneys have been instrumental in the collaborative efforts that have led to the establishment of innovative, alternative criminal justice programs such as drug courts, mental health courts, diversion programs, early case resolution systems, community corrections programs, and therapeutic communities in corrections facilities.

The Program is centrally administered by an executive director, a director of legal services, a director of litigation, and a director of investigators and interns. The directors provide oversight of all aspects of the Program's operations. Branch offices are managed by experienced attorneys who also carry caseloads. This combination of a central administration and local office management enables the Program to maximize the efficiency of its operations by deploying resources where they are needed and ensures close supervision of attorney performance.

New Hampshire Public Defender meets or exceeds the standards established by the American Bar Association's Standing Committee on Legal Aid and Indigent Defense. Below are the "Ten Principles of an Indigent Defense Delivery System" and a brief description of how NHPD's operations conform to each Principle:

1. The public defense function, including the selection, funding, and payment of defense counsel, is independent.

NHPD is an independent, non-profit corporation. Public Defenders are recruited based on merit. Case assignment to attorneys is performed by NHPD's Managing Attorneys, not by the Courts. Funding derives through a contract with the State of New Hampshire, not through the Judiciary. The Program's Executive Director answers to an independent Board of Directors, not to an Executive Branch Official.

2. Where the case load is sufficiently high, the public defense delivery system consists of both a defender office and the active participation of the private bar.

NHPD supports the participation of the private bar in New Hampshire's indigent defense delivery system. As part of its contract with the Judicial Council, NHPD maintains the Conflict Case

Administrator Office to ensure the prompt assignment of private counsel for clients who present a conflict of interest for NHPD. NHPD also provides training and legal resource materials to members of the private defense bar who accept court-appointed cases.

3. Clients are screened for eligibility, and defense counsel is assigned and notified of appointments as soon as feasible after clients' arrest, detention, or request for counsel.

The Public Defender Program works in collaboration with the Administrative Judges of the New Hampshire Circuit and Superior Courts to speed up the appointment process for all assigned cases. Pursuant to NH Circuit Court – District Division Rules, defendants can request counsel prior to arraignment. District Division Clerks send appointment paperwork to NHPD within 24 hours of a request being approved. The Superior Court appoints NHPD for qualifying applicants immediately upon approval of a request for counsel.

4. Defense counsel is provided sufficient time and a confidential space to meet with the client.

During the past year, the pandemic created obstacles to in-person client meetings. Nonetheless, attorneys met in-person with clients when a face-to-face meeting was needed, and maintained on-going communication with all clients, by utilizing all available technologies. We anticipate that in-person attorney/client meetings will resume in the coming fiscal year. Caseload controls and managerial supervision will ensure that attorneys have sufficient time to meet with and effectively represent each client. NHPD provides its staff attorneys with office space accessible to clients in every region of the State.

5. Defense counsel's workload is controlled to permit the rendering of quality representation.

Beginning in March 2020, the Covid-19 pandemic slowed criminal case processing, causing caseloads to swell with a backlog of unresolved criminal cases. The average NHPD caseload currently exceeds 70 open and active cases. The challenge in FY22/23 is to bring caseloads to a level that comports with ABA standards. Those standards and the New Hampshire Rules of Professional Responsibility oblige the Public Defender to impose caseload controls as a means of ensuring that attorneys have the time necessary to devote to their clients' cases. New Hampshire Public Defender will continue to monitor the caseloads of its staff attorneys. The Program's directors will assure the even distribution of workload among the offices by adjusting staffing levels and court coverage as necessary. Managing Attorneys will assure the even distribution of workload within an office by assigning the appropriate numbers and types of cases to individual attorneys.

6. Defense Counsel's ability, training and experience match the complexity of the case.

NHPD employs experienced attorneys who have the expertise and training to handle the most complex and difficult cases in the criminal justice system. NHPD's Managing Attorneys take care to match an attorney's skill and experience with the appropriate level of case assignments. The Program regularly conducts trial skills training programs to gauge attorney performance, evaluate professional development, and to prepare attorneys for more difficult cases.

7. The same attorney continuously represents the client until completion of the case.

NHPD attorneys represent clients from the time of appointment until final disposition of the charges. Each attorney has complete responsibility for his or her assigned clients. This "vertical representation" model is designed to ensure that NHPD lawyers provide the highest quality representation.

8. There is parity between defense counsel and the prosecution with respect to resources, and defense counsel is included as an equal partner in the justice system.

While resource parity is a feature beyond the Program's control, we have worked to make certain that our litigation resources compare favorably to those of the prosecution. We have been fortunate to be able to provide robust training opportunities for our staff attorneys and contract counsel.

We can gratefully assert that NHPD is treated as an equal partner in the criminal justice system. Our attorneys have a long history of making responsible and effective contributions to various projects, programs, councils, and associations. NHPD has been instrumental in the creation of drug courts, mental health courts, veterans courts, and early case resolution programs. Public Defenders have served on The Interbranch Criminal and Juvenile Justice Council, the Judicial Performance Evaluation Advisory Committee, the NH Supreme Court Professional Conduct Committee, the NH Supreme Court Access to Justice Commission, the NH Supreme Court Board of Bar Examiners, the NH Supreme Court Rules Committee, the NH Bar Association's Board of Governors, the NH Bar Association's Professionalism Committee, the NH Bar Association's Committee on Cooperation with the Courts, and the NH Bar Association's Continuing Legal Education Committee.

9. Defense counsel is provided with and required to attend continuous legal education.

The New Hampshire Public Defender makes the continued professional development of its staff an important priority through a variety of programs and opportunities throughout the year.

10. Defense counsel is supervised and systematically reviewed for quality and efficiency according to nationally and locally adopted standards.

NHPD continually monitors the professional development of its attorneys. Comprehensive evaluations of all attorneys are conducted by Managing Attorneys (and/or Assistant Managing Attorneys in larger offices) pursuant to a pre-established schedule. More frequent and intense evaluations and feedback are provided to attorneys during their first year. The director of legal services reviews each evaluation to ensure that all attorneys are meeting expectations.

What knowledge and experience does the bidder have specifically regarding providing indigent defense representation in all levels of case type and complexity?

NHPD possesses a vast reservoir of institutional knowledge regarding all aspects of indigent defense representation. Because the Program provides counsel in matters ranging from juvenile delinquencies and simple misdemeanors to felony sexual assaults and homicides, we strive to maintain the right balance of attorneys to handle cases of varying levels of complexity. As staff attorneys gain experience, they are called upon to handle increasingly more difficult and challenging cases. NHPD is fortunate to employ many attorneys who have attained a degree of proficiency that allows them to handle even the most complex criminal cases.

Investigation

To provide effective representation and to comply with criminal justice standards, attorneys are required to investigate allegations made against their clients. NHPD employs investigators to locate and interview witnesses, photograph and diagram crime scenes, prepare exhibits for trial, subpoena

necessary witnesses and coordinate their appearance at trial. Investigators also help to obtain treatment for clients with substance use disorder or mental health issues; and, at the request of the Court, they prepare social histories of clients to assist judges in determining appropriate sentences.

Representation of Juveniles

NHPD attorneys understand that representing a child in a delinquency proceeding is different from representing an adult in a criminal proceeding. In addition to providing a defense against an allegation of unlawful behavior, the attorney must be a child advocate working to ensure that a juvenile receives appropriate services. While this dual role brings tremendous responsibility, it also provides an extraordinary opportunity to help chart the course of a child's future. NHPD provides specialized training and juvenile-dedicated case conferencing on an on-going basis.

Specialty Court Service and Alternative Sentencing Programs

Drug courts, mental health courts, veterans courts, New Hope Court, pretrial diversion programs, early case resolution programs, and other criminal justice projects have proven successful in numerous jurisdictions around the state. Continued success and expansion of these programs require the participation of defense counsel who understand the objectives of the programs and who possess the specialized knowledge necessary to help achieve those objectives. Having been instrumental in the planning and design of many of these initiatives, NHPD has the requisite institutional knowledge to assure their success.

As drug court and mental health court programs have expanded state-wide, more NHPD lawyers are participating as members of the courts' teams. The Indigent Defense Subcommittee of the Judicial Council has expressed support for these initiatives and has urged the Public Defender Program to accommodate the expansion of these programs. Accordingly, NHPD attorneys will continue to be involved in the creation and operation of these specialty courts across the state.

Jury Trial Experience

No group of attorneys tries more cases in New Hampshire than the Public Defender Program. In an average year, NHPD will try 120 cases to juries. More than half of trials result in acquittals, dismissals, or convictions on less serious charges. No organization does more to influence and improve the quality of trial practice in New Hampshire's Superior Courts than NHPD through its training, mentoring, and supervision. As the pandemic abates and courts address the backlog of untried cases, NHPD is well-prepared for an anticipated increase in the number of trials.

Homicide Case Representation

NHPD represents all indigent criminal defendants facing homicide charges in New Hampshire Courts other than those in which representation is precluded by the Rules of Profession Conduct. The Program provides court clerks with ready access to qualified attorneys who appear on short notice at the arraignment of someone arrested on a murder charge. In addition to identifying, recruiting, and preparing attorneys to serve as lead and co-counsel in homicide cases, the Program also conducts training and case conferencing for the attorneys with homicides on their caseloads, and provides ongoing support for the lawyers doing this difficult work. Nearly one-third of NHPD attorneys have provided representation in a homicide case as lead counsel or as co-counsel.

Capital Murder Defense

The Public Defender Program employs attorneys with experience and expertise in providing capital murder defense representation. Though the death penalty was repealed in 2019, RSA 630:1, New Hampshire's Capital Murder statute, imposes a sentence of life without the possibility of parole in homicides involving seven enumerated qualifying conditions. The magnitude of time and effort required to provide an adequate defense in a capital murder case is of an entirely different order when compared to other criminal cases, including other homicides. Should the death penalty be reinstated during the biennium, and if NHPD were to be called upon to provide representation in such a capital case in State Fiscal Years 2022 or 2023, the price limitations of the Program's contract with the State will be amended by agreement.

Representation in Civil Commitment Proceedings

From the inception in 2006 of the law permitting the State to seek the involuntary civil commitment of people found to be dangerous sexual predators, the New Hampshire Public Defender has spearheaded the efforts to provide knowledgeable and competent defense representation to respondents in these cases. During the existence of this law, Public Defender attorneys have represented all but one of the respondents in these proceedings. NHPD employs a designated attorney who maintains a concentration in the civil commitment process. Her specialized knowledge enables her to mentor and supervise attorneys who are assigned as co-counsel in civil commitment cases.

Appellate Representation

NHPD appellate attorneys provide high quality, extremely professional representation to most of the indigent criminal appellants in the New Hampshire Supreme Court. The Appellate Defender Office employs three full-time appellate attorneys. Because pandemic-related court closings reduced the number of trials in the past year, thereby reducing the number of appeals, a rotating appellate position was eliminated.

What knowledge and experience does the bidder have specifically regarding the training, on-going supervision and development of quality control for staff required to provide services within the scope of the RFP?

For nearly fifty years the Public Defender Program has recruited, cultivated, and retained attorneys dedicated to providing quality representation for indigent juvenile respondents and criminal defendants. NHPD hires intelligent, motivated law school graduates and fosters their development through formal training, mentoring, and supervised practical experience.

New Lawyer Training

When lawyers begin working at NHPD, they undergo five weeks of intensive, in-house training. New Lawyer Training includes lectures, exercises, observation, and critiques. Areas of instruction encompass an overview of the NH Criminal Justice System, juvenile law and practice, common misdemeanors, DWI and other motor vehicle offenses, client relations, negotiations, bail, motions practice, competency and other mental health issues, immigration, evidence, and ethics. The new lawyers also participate in a three-day trial skills training program prior to reporting to their respective offices.

Mentoring and Supervision

Individual mentors are assigned to new public defenders for a minimum of one year. The Program goes to great lengths to match trained mentors with less-experienced attorneys in effective pairings. The mentors are expected to closely supervise the new lawyers during their first year. The Program sets high expectations for the performance and accessibility of the mentors. Though a particular attorney may be assigned as a mentor, the mentor will not be the exclusive resource for a new lawyer. NHPD has a strong tradition of cooperation and collaboration among its attorneys; therefore, many colleagues will play some role in a new lawyer's professional development.

Managing Attorneys closely monitor caseloads to ensure that the complexity and size of each staff attorney's caseload is commensurate with the attorney's training and experience. The Managing Attorney (or Assistant MA in larger offices) observes court appearances of all attorneys in the office, arranges for experienced attorneys to co-counsel cases with less experienced practitioners, conducts weekly case conferences, and regularly consults with mentors regarding attorneys' professional development. On the 3-month anniversary of an attorney's hire date and again at the one-year anniversary, formal performance evaluations are mandatory. Evaluations of staff attorneys continue pursuant to a pre-established schedule throughout the attorneys' entire careers.

Litigation Support

Providing litigation support to fellow defense counsel is an important duty NHPD owes to our clients, our colleagues, and the Program. The complexity of modern criminal practice and procedure obliges the conscientious practitioner to consult regularly with peers and to stay abreast of new developments in the law. Because no one could reasonably be expected to have a mastery of all aspects of the work, the administration of the Public Defender Program works to find ways to help attorneys support one another effectively and efficiently.

NHPD expects experienced attorneys to share resources and skills that they have developed in particular practice areas. Program attorneys are encouraged to attend national CLE programs that feature respected authorities addressing relevant practice areas. Those attorneys are then expected to consult with other program attorneys working on the same issues, to conduct trainings (either for small groups or for the entire program), and to respond to electronic forum posts relating to the particular practice area. Materials and resources generated through these efforts are preserved on the Program's internal website and in the Program's Practice Guide.

On-going training is essential to our lawyers' professional development. NHPD conducts extensive in-house training, including mandatory full-day training programs in May and September. Throughout the year all senior attorneys are expected to mentor less experienced attorneys and to maintain an open-door policy for questions and discussions. Everyone is expected to engage in training, in large or small groups, as a teacher or as a student.

What knowledge and experience does the bidder have related to identifying and calculating the cost-effectiveness of indigent defense representation?

NHPD has decades of experience in preparing budgets and forecasting expenses related to the cost of providing indigent defense representation. Financial operations of the program are overseen by the Executive Director in conjunction with the program's Business Manager. Monthly financial

reports are reviewed by an independent Certified Public Accountant. The Executive Director and Business Manager meet quarterly to review financial reports with the Finance Committee of the NHPD Board of Directors. Quarterly reports concerning the program's revenues and expenditures are delivered to the Judicial Council, the Attorney General, the Governor and the Executive Council.

NHPD is keenly aware and continually mindful of its role in maintaining the efficiency and cost-effectiveness of the overall indigent defense system in New Hampshire. To that end, the Program does everything in its power to assure that we accept every possible appointment and remain in every case through disposition.

In FY20/21 NHPD handled approximately 88% of New Hampshire's indigent defense caseload, including 93% of serious felonies, 83% of felonies, 90% of misdemeanors, 92% of juveniles, 89% of VOPs, 91% of parole violations, and 95% of sentence-related matters. In addition, NHPD fielded over 2800 calls from citizens seeking advice.

NHPD never stops thinking about ways that we might wring greater efficiencies from our operations while remaining true to our mission of providing quality representation to the indigent accused. The Program is continuously engaged in reviewing the systemic means by which it delivers client services. The Program implements its own ideas for improvement and is always open to initiatives proposed by others that may enhance the delivery of quality indigent defense services.

NHPD never stops thinking about ways to contain costs. By readjusting the configuration of office/court coverage, the Program utilizes attorneys more efficiently and saves on travel expenses. The Program contracts with the lowest-cost/best service internet and telephone providers, lowers its requisite number of servers through virtualization and consolidation, and updates its technology to gain efficiencies and save money. By investing in technology in the current biennium, the program assures itself of savings in the coming biennium and for years to come.

NHPD analyzes its salary structure to ensure that it falls within national parameters for indigent defense systems. A report produced by the National Association for Law Placement represents the most comprehensive data available comparing the wages of public defenders across the country. According to the most recent report published by NALP, entitled "2018 Public Service Attorney Salary Survey Report", NHPD attorney salaries are considerably below the national median for public defenders. A benchmark comparison performed in 2018 revealed that NHPD attorney salaries fall below the median of their prosecutorial counterparts.

NHPD operates with a minimal management structure. A Justice Department census performed in 2007 showed that the Public Defender Program employs a very low number of managing and supervising attorneys when compared to the administrative ranks at other public defender programs. While the DOJ has not published a new study since 2007, the number of senior administrators and managing attorneys at NHPD has not changed since 2007. Managing Attorneys represent a high number of clients in felony and misdemeanor cases, further advancing the lean efficiency of our operations.

Resumes of Key Personnel

The resumes of the following Directors are attached as Appendix D.

- Randy Hawkes, Executive Director
- David Rothstein, Litigation Director
- Tracy Scavarelli, Director of Legal Services

- Mary Hawkes, Director of Investigators and Interns

Detailed Response and Scope of Work

A.

The Public Defender Program is overseen by a Board of Directors. The Program's Articles of Incorporation empower the Board to manage the business and affairs of the corporation. The Board appoints an Executive Director to carry out the obligations associated with operating a large public-interest law firm. The Executive Director is responsible of all aspects of the Program's legal and administrative operations.

Three director-level positions and three management-level positions are responsible for overseeing the day-to-day operations of the Public Defender Program. They include the following people and positions:

Director of Legal Services, Tracy Scavarelli

The Director of Legal Services is broadly tasked with assuring the delivery of quality legal services. She continuously monitors the state of affairs in each of NHPD's offices. She responds to changes in circumstances to assure that effective legal representation is provided to all clients and that program operations run smoothly and efficiently. The DLS provides primary supervision of Managing Attorneys and the Manager of Administrative Services and provides secondary supervision of staff attorneys. She is responsible for keeping employees up to date on procedural changes made by external agencies that impact NHPD's practice. The DLS works collaboratively with other directors and senior managers in setting program goals and policies and making other organizational decisions. The DLS works closely with and reports to the Executive Director.

Director of Litigation, David Rothstein

The Director of Litigation is broadly tasked with ensuring that the program's attorneys are well-positioned to protect the rights of indigent defendants. His responsibilities include oversight of new lawyer training; preparation of statewide trainings for NHPD lawyers and contract counsel; and development of advanced, specialized in-house trainings. The Director of Litigation updates and edits NHPD's comprehensive Practice Guide, maintains the program's Expert Directory, and posts litigation resources on NHPD's internal website. He directly supports program attorneys by providing case-specific advice and hands-on litigation assistance when called upon. He is directly involved in complex litigation, litigation involving novel issues, litigation having policy implications for the program, extraordinary writs, and litigation involving ethical issues. He is responsible for assignment and oversight of homicide cases. The Litigation Director also participates in administrative level policy discussions. He works closely with and reports to the Executive Director.

Investigations and Intern Director, Mary Hawkes

The Director of Investigators and Interns recruits, hires, and supervises the Program's investigators. In conjunction with Managing Attorneys she monitors investigator caseloads, performance, and efficiency. She provides critical training, advice and guidance for the people working in the field to find and interview witnesses, deliver subpoenas, obtain statements, and uncover evidence. She also recruits, hires and trains the Program's undergraduate and graduate-student volunteers who serve as investigator interns or legal interns who assist our staff in providing effective

representation to clients. This Director is responsible for recruiting, hiring, and overseeing the work of the Program's social workers and any interns working under the direction of the MSW. In addition to these responsibilities, the Investigations Director also manages the Program's conflict avoidance measures in homicide cases.

Business Manager, Cher Hart

NHPD's Business Manager oversees the program's financial and bookkeeping operations. She assists the Executive Director in preparing the program's budget by creating and maintaining spreadsheets covering all personnel and non-personnel expenses, information that is used to estimate future expenditures and funding requirements. She prepares monthly, quarterly, and annual financial reports for NHPD's Board of Directors and the program's external financial overseers. She compiles data and prepares schedules for the annual audit of NHPD's finances and the audit of the program's retirement plan. She prepares and submits various census and compliance forms to state and federal agencies. The Business Manager reports to the Executive Director.

Human Resources Manager, Jillian Mulrooney

The HR Manager oversees NHPD's benefits programs, including medical/dental/vision, short-term and long-term disability, life insurance, workers' compensation, flexible spending, and employee-assistance programs. She executes policy and recordkeeping requirements related to NHPD's sick leave, worker compensation, disability insurance and other employee benefits as appropriate. She ensures compliance with all state and federal labor and employment regulations, including ERISA, COBRA, and FMLA. She prepares government reports related to EEO compliance, safety programming, creditable health insurance coverage and other HR functions. The HR Manager monitors adherence to all internal policies and legal standards. The HR Manager reports to the Executive Director.

Manager of Administrative Services, Jennifer Uhouse

The Manager of Administrative Services is responsible for assuring efficient and effective support for the program's attorneys. She works closely with Managing Attorneys and Office Administrators to see that program offices have the staffing, training, and equipment necessary to perform the program's mission. She oversees the recruitment, hiring and training of new legal secretaries, office assistants and receptionists; provides coaching and guidance to members of support staff to ensure maximum efficiency; and motivates members of the support staff to excel in their performance. The Manager of Administrative Services assesses office needs and responds as necessary to meet workflow demands. She oversees relations with landlords, cleaning and maintenance services, and other support necessary for upkeep of program facilities. The Manager of Administrative Services works collaboratively with other directors and senior managers in making organizational decisions.

Managing Attorneys

The Managing Attorneys directly supervise the staff attorneys, investigators, and legal secretaries working in their respective offices. Managing Attorneys in the Program's small to mid-sized offices handle significant caseloads and appear in court daily on behalf of clients. Managers in larger offices

handle reduced caseloads, but still appear regularly on behalf of clients. All Managing Attorneys conduct regular evaluations of attorney performance. They monitor staff attorney workloads and assign new cases on intake. Managing Attorneys have the primary responsibility for ensuring that the attorney assigned to represent a client has the requisite knowledge and skill to provide competent representation, as well as the time and resources necessary to render effective assistance to their clients. Accordingly, the Managing Attorneys play a critical role in ensuring the quality of the work performed by the Public Defender Program. The individual branch offices are overseen by the following attorneys:

Appellate Defender Office -	Chris Johnson, Chief Appellate Defender, 2001 to present. Joined the Appellate Defender in 2001. Harvard Law School
Concord Office -	Catherine Flinchbaugh, Managing Attorney, 2018 to present. Joined NHPD in 2007 UNH Law School
Dover Office -	David Betancourt, Managing Attorney, 2012 to present. Joined NHPD in 2002. University of Maine School of Law
Keene Office -	Alex Parsons, Managing Attorney, 2015 to present. Joined NHPD in 2005. Yale Law School
Laconia Office -	Amy Ashworth, Managing Attorney, 2020 to present. Joined NHPD in 2002. UNH Law School
Littleton Office -	Jay Duguay, Managing Attorney, 2020 to present. Joined NHPD in 2011. UNH Law School
Nashua Office –	Amanda Steehuis, Managing Attorney, 2016 to present. Joined NHPD in 2008. Cornell Law School
Newport Office –	Jay Buckey, Managing Attorney, 2018 to present. Joined NHPD in 2011. Vermont Law School
Manchester Office -	Sarah Rothman, Managing Attorney, 2016 to present. Joined NHPD in 2007. Northeastern Law School
Orford Office -	Jamie Brooks, Managing Attorney, 1994 to present. Joined NHPD in 2001. Vermont Law School
Stratham Office -	Deanna Campbell, Managing Attorney, 2009 to present. Joined NHPD in 1999.

New Lawyers

New Hampshire Public Defender solicits applications each year from third-year law school students seeking positions as staff attorneys. All applicants must be J.D. degree candidates attending an ABA approved law school. The Program conducts first-round interviews at job fairs in Boston and Washington, D.C.; telephonic interviews with viable candidates who file applications through the Program's website; and panel interviews at our administrative office for the most promising applicants. Members of the Program's hiring committee evaluate the finalists and make offers to the best candidates. Newly hired Public Defenders must either be members of the New Hampshire Bar or pass the next available Bar examination. Prior to being admitted to the NH Bar, new hires qualify to practice under the provisions of N.H. Supreme Court Rule 36. They are at-will employees who will be expected to work full-time in one of the Program's regional offices. The performance of new lawyers is evaluated at three months, and annually for three years to assure that each attorney's professional development is meeting Program expectations.

B.

The New Hampshire Public Defender Program shall provide defense representation to any eligible indigent defendant in the Family Court, District Court, Superior Court or Supreme Court at all stages of criminal proceedings, delinquency proceedings, and respondents in involuntary commitment of dangerous persons pursuant to RSA 135-E. The Public Defender Program will provide such other representation as is necessary and consistent with normal criminal defense as required by the provisions of the United States and New Hampshire Constitutions. Representation will be provided in accordance with the following:

NHPD shall not represent any individual when doing so would violate the New Hampshire Rules of Professional Responsibility.

A "case" is defined as:

- A single charge; or
- Multiple charges occurring at the same time or place which are to be tried as one case regardless of the number of complaints; or
- Multiple charges involving the same type of offense over a proximate period of time which will be tried as one case without regard to the number of complaints.

In determining caseload limitations for its attorneys, NHPD looks for guidance to standards promulgated by nationally recognized professional bar organizations. In 1973 the National Advisory Commission on Criminal Justice Standards and Goals recommended that public defender caseloads be set at no more than 150 felonies, or 400 misdemeanors, or 200 delinquencies, or 25 appeals per attorney per year. Limitations would be applied proportionally to attorneys carrying a mixed caseload. Those limitations have been endorsed by the National Legal Aid and Defender Association and the National Association of Criminal Defense Attorneys.

NHPD subscribes to The American Bar Association's position that, while those "national guidelines" should not be exceeded, defense counsel's workload should be controlled in such a way as to permit

the rendering of quality defense. (See ABA commentary to Principle 5 of the ABA's Ten Principles of a Public Defense Delivery System). The ABA suggests that the caseload standards are simply guides to what may be a reasonable caseload, on average, for public defender programs. (See generally, The American Bar Association's Standing Committee on Legal Aid and Indigent Defendants 2011 publication "Securing Reasonable Caseloads, Ethics and Law in Public Defense").

The ultimate measure of what constitutes the appropriate composition of an attorney's caseload is whether the attorney has sufficient time to meet with all clients, review all discovery (including audio and video evidence), conduct all necessary investigation, consult with experts when necessary, file appropriate motions and conduct pretrial litigation, attend pretrial conferences and other hearings, explore diversion or treatment options, negotiate with prosecutors, and prepare adequately for trial.

The following numeric caseload limitations shall be considered, but will not be the sole factor in determining whether an individual attorney's workload is excessive. The Program's Managing Attorneys and Directors shall consider additional factors such as attorney experience level, pace at which cases resolve in the jurisdiction, the impact of any backlog resulting from a slowing of case processing in the courts, the mix of case-types in an attorney's caseload, complexity of litigation in an attorney's cases, and any other factors affecting the ability to provide quality representation.

New Hampshire Public Defender Staff Attorneys.

Full-time attorneys providing general felony, misdemeanor, and juvenile delinquency representation shall maintain a caseload of not more than 70 open and active cases. This caseload shall be a mixture of felony, misdemeanor, juvenile, and other cases with maximums in each of these categories fixed as follows:

(a) Felony Maximum - 35 cases;

(b) Misdemeanor Maximum - 35 cases;

(c) Juvenile Delinquency Maximum - 20 cases;

(d) Other Cases - 15 cases.

In addition to considerations previously mentioned, the mix of cases for each attorney shall be determined by the Program's Directors in conjunction with the Managing Attorneys based upon the concentration of the case types in the geographic area served by each office of the Program.

Homicide Representation: The Public Defender Program shall assign two attorneys to represent individuals charged with homicide offenses (first- and second-degree murder and manslaughter). At least one of the lawyers shall possess previous homicide-case experience.

Sexually Violent Predator Representation: The Public Defender Program shall assign two attorneys to represent individuals facing civil commitment as sexually violent predators pursuant to RSA 135-E.

Caseloads of staff attorneys who carry more than one open and active homicide or civil commitment case at any one time shall be adjusted in accordance with the complexity and demands of the homicides or civil commitment cases.

New Hampshire Public Defender Appellate Attorneys

Attorneys in the Appellate Defender Office shall carry a caseload that permits the production of not more than two full appellate briefs every month.

If NHPD contemplates temporarily reducing or closing intake of new cases because of excessive caseloads, the Program's Executive Director shall consult with the Executive Director of the Judicial Council prior to taking any action. If the Program institutes a temporary closing or reduction of intake, the Conflict Case Administrator shall assign alternate counsel pursuant to RSA 604-A:2 II.

C.

In carrying out this caseload plan, the Public Defender Program will employ no fewer than the following number of attorneys in each jurisdiction:

Office Location	Serving the Following Counties	Minimum Number of Attorneys
Appellate Defender	Statewide	3
Concord	Merrimack	18
Dover	Strafford	11
Keene	Cheshire	6
Laconia	Belknap, Carroll	11
Littleton	Coos, Grafton	3
Manchester	Hillsborough	24
Nashua	Hillsborough	17
Newport	Sullivan	3
Orford	Grafton	6
Stratham	Rockingham	18

NHPD will continue to employ adequate numbers of support staff and information technology specialists to assure the efficient operation of all NHPD offices throughout the state. The Program will employ a minimum of one legal assistant for every three attorneys. The Program will employ office assistants and receptionists as necessary to assure the efficient and smooth operation of each office. The Program will employ one IT manager and a minimum of three assistants.

NHPD will continue to employ adequate numbers of investigators to assist in case preparation, witness interviews, subpoena delivery, records recovery, evidence handling, treatment placement and other tasks to ensure the delivery of the effective assistance of counsel. See generally, American Bar Association Standards for Criminal Justice, Defense Function, Standard 4-4.1 Duty to Investigate. The Program will employ a minimum of one investigator for every five attorneys.

NHPD will maintain the Conflict Case Administrator office to seamlessly reassign cases that present a conflict of interest for NHPD. The program will employ a minimum of two conflict case administrators.

New Hampshire Public Defender will maintain operations sufficient to provide representation to clients in all 10 counties and will continue to provide office space to accommodate accessible and private meeting space in locations as convenient to the regions served as possible.

D.

On the effective date of the contract for services (July 1, 2021), the Public Defender Program will be perfectly able to provide continued representation for clients in the roughly 12,000 cases carried forward from pre-existing court appointments. They are projected to be distributed as follows:

Approximately 4000 open cases in Hillsborough County Courts
Approximately 1900 open cases in Rockingham County Courts
Approximately 1800 open cases in Merrimack County Courts
Approximately 1250 open cases in Strafford County Courts
Approximately 1200 open cases in Belknap and Carroll County Courts
Approximately 700 open cases in Grafton County Courts
Approximately 600 open cases in Cheshire County Courts
Approximately 400 open cases in Sullivan County Courts
Approximately 250 open cases in Coos County Courts
Approximately 55 open appeals in The New Hampshire Supreme Court

NHPD attorneys who are currently appointed to those cases will continue to represent their clients.

After July 1, 2021, the New Hampshire Public Defender will configure and maintain its staffing in a manner that will allow the program to accept the anticipated volume of cases under the statutory scheme of appointment. This scheme provides that the Public Defender shall be appointed in the first instance and, if the Public Defender is not available to accept the case, then the case shall go to the contract or assigned-counsel systems.

NHPD will also continue to ensure that case intake is handled efficiently and effectively by the individual program offices.

E.

Executive Director Randy Hawkes received his B.A. in Political Science from the University of Maine, graduating with Highest Honors in 1989. After receiving his J.D. from the University of Maine School of Law in 1992, he started his career as a staff attorney at NHPD. Over the course of the next twenty years, he represented thousands of clients in matters ranging from juvenile delinquency to homicide. Prior to becoming Executive Director he managed NHPD's office in Strafford County.

F.

NHPD currently maintains offices in Littleton, Orford, Laconia, Concord, Manchester, Nashua, Newport, Keene, Stratham, and Dover. The Program will continue to operate those offices in the next biennium.

NHPD considers on-going training essential to the professional development of its lawyers. As criminal practice and procedure become increasingly complicated, the Program assures that its attorneys keep abreast of developments in the law by providing trainings throughout the year. In the coming biennium the Program anticipates an annual training budget of approximately $75,000, the largest portion of which will go toward assuring compliance with the New Hampshire Supreme Court's Minimum Continuing Legal Education requirements. To that end, all staff attorneys attend

the program's mandatory bi-annual, day-long trainings held each September and May. The May training is also made available at no cost to attorneys who contract with the Judicial Council pursuant to RSA 604-A:2-b. In addition to the two statewide trainings, the Program provides numerous smaller group sessions. Lawyers of all experience levels regularly attend and participate in trainings designed, developed, and presented by senior staff attorneys, alumni, and other respected authorities. New lawyers undergo five weeks of intensive, in-house training prior to appearing in court on behalf of clients. That training includes an in-house, three-day, trial-skills program presented by experienced trial attorneys. New lawyers practice all phases of trial from case theory/themes, opening statement, direct and cross examination, and closing argument. Several times per year, the program presents special trainings on relevant subjects and invites contract counsel to attend. NHPD attorneys are also encouraged to attend national criminal defense CLE programs that focus on relevant topics and cover areas of special interest.

NHPD has collaborated with Granite State College's Business Partnerships Manager to create and deliver a leadership training entitled *The Supervisory Role and Addressing Performance: Training for Management.* This training addressed a long-standing need to improve the way in which NHPD prepares members of its staff who are elevated to managerial roles. NHPD conducts annual training for all support staff and investigators at its September training and, on an as-needed basis, the program provides specialized trainings at individual offices during the year.

NHPD commits substantial resources to supporting the work of attorneys, investigators and support staff. These resources include and will continue to include a program-wide case management system by which client information and case activity are tracked and conflicts of interest are assessed and managed; an integrated document management system; a subscription for electronically enabled legal research; an intranet site providing access to other legal resources such as brief and motions banks, supreme court decision alerts and summaries and legal discussion forum; and a Practice Guide available electronically to NHPD staff attorneys and to contract attorneys.

Additionally, NHPD will continue to invest in securing and hardening its telecommunications and IT infrastructure to minimize business interruption whether due to accident or malfeasance and to assure quick disaster recovery whenever necessary. NHPD also will ensure that basic office systems (e.g., computers, copier/printers, telephones, Word processing and other essential business software) are available and kept up to date.

Each office has a library with sets of commonly-used reference texts on such areas as search and seizure, New Hampshire criminal practice, evidence, and driving offenses. The central administrative office in Concord has a lending library consisting of approximately fifty texts that are not typically available in the local office libraries. These books are generally more detailed treatises or reference books on forensic science, mental illness, homicide defense, or special topics in criminal law and procedure.

Several years ago, the program created a Practice Guide. Now over 600 pages long, the Guide has over 50 chapters devoted to the various aspects of criminal practice in New Hampshire, from bail hearings to sentencing and everything in-between. The newly edited, updated and revised Practice Guide became available in January 2019. The Guide is also provided electronically, free of charge, to attorneys approved by the Judicial Council to provide indigent defense services on a contractual basis.

NHPD created, maintains and continuously improves an intranet with numerous electronic resources for its lawyers. Our internal website provides access to computerized legal research and includes a forum that allows attorneys to post information of interest or ask and respond to questions. Attorneys are able to access this site remotely on program-provided tablets through a secure link that also allows them to access email correspondence and documents in client files. What was once a matter of convenience proved to be essential during the past year, as the pandemic forced many members of our staff to perform their jobs remotely. Even when normal operations resume NHPD personnel will continue to utilize these resources when working from home after-hours or while waiting in court. The program has also improved attorneys' access to phones and voice mail from remote locations, as well as their ability to securely send and share documents. NHPD will continue to improve its technology in the coming biennium; and, with in-house expertise, it will do so in a cost-effective manner.

The Program supports investigators' increased efficiency by providing access to a specialized web-based search engine as a way to find cell numbers and addresses of potential witnesses and other case-related individuals on-line. We provide investigators with other tools necessary to preparing an adequate defense.

NHPD also will continue to provide the Conflict Case Administrator with access to NHPD's case management system, computers, telephones, internet access, and any other services necessary to assure the efficient reassignment of cases that constitute a conflict of interest for the Public Defender. In the coming biennium, NHPD will upgrade the CCA from the outdated case management system they currently employ to defenderData. All necessary safeguards and permissions will be put in place to assure that no violations of the Rules of Professional Responsibility can occur and to avoid even the appearance of any potential conflict of interest.

G.

NHPD follows the New Hampshire Rules of Professional Conduct. The Rules that pertain to conflicts are Rules 1.7, 1.8, 1.9 and 1.10. The goal of our conflict policy is to accept court appointments and to continue representing the defendant in every eligible case while at the same time preserving the confidentiality of both current and former clients. The policy effectuates these goals by avoiding actual and potential conflicts of interest.

It is the responsibility of every NHPD attorney to be familiar with the New Hampshire Rules of Professional Conduct. Each attorney must properly identify and address conflicts of interest among clients. Each attorney must protect the confidential information of NHPD clients.

An actual conflict of interest is a situation where NHPD's loyalty is divided between two clients. In our practice, this situation most often occurs when we are appointed to represent codefendants in the same matter, or when we are appointed to represent individuals in the same or a substantially related matter. In these situations, and whenever we identify any other situation where our representation of one client would limit our responsibility to another, we will either decline an appointment or withdraw from a current case.

A potential conflict of interest is a situation where an attorney's loyalty to a former client might impact his representation to a current client. In our practice, this situation usually occurs when a witness in a current case was previously represented by NHPD. When this situation occurs, a "Neutral Attorney" advises the attorney in the current case to continue his representation and to

have no contact with the lawyer who represented the witness in the closed case. This procedure was developed by NHPD to comply with Rule 1.9 of the New Hampshire Rules of Professional Conduct. The New Hampshire Superior Court has twice referenced NHPD's Rule 1.9 compliance policy with apparent approval. See State v. Gordon Perry, Nos. 97-S-777-780 (Merrimack County Superior Court (Nadeau, J.) April 10, 1998); State v. Eric Smalley, No. 01-S-1280 (Merrimack County Superior Court (McGuire, J.) January 29, 2002).

For conflict resolution purposes, NHPD maintains a database which contains every NHPD case since 2000. Within each case, defenderData (NHPD's case management system) identifies all witnesses, the attorney assigned to the case, all court dates, and the final disposition. This is a statewide database. Therefore, when the database is queried regarding a conflict, NHPD can be confident that the result will take into account all clients throughout the state.

In practice, the policy operates as follows: When a trial attorney receives a case, she compiles a list of witnesses, codefendants and cooperating individuals in that case. This list is delivered to the Office Administrator who checks the names listed on the form against the defenderData database. If any of the witnesses in the current case are identified in defenderData as current or former clients, the Office Administrator will forward the results to a "Neutral Attorney" who will resolve the conflict. The Neutral Attorney's decision may involve withdrawing from a case or directing one or more attorneys not to communicate with each other regarding their respective current and former clients. The Neutral Attorney will often direct the Office Administrator to "seal" a client until the conclusion of the case in which that client is involved. This process ensures that NHPD does not take a case that would lead to an actual conflict. Also, when a case is sealed, that file cannot be reviewed or opened by any staff attorney during the pendency of the case with which it has a conflict, thereby preserving the confidentiality of that client. The record of the conflict resolution is kept in a separate file by the Office Administrator and can be reviewed if necessary.

NHPD strives in a number of ways to minimize the number of cases in which withdrawal is necessary. The Neutral Attorneys are trained by the Director of Legal Services in significant detail regarding the legal framework of the conflict policy and the details of its implementation at the office level. Before they take the serious step of withdrawing from a case, the Neutral Attorneys are advised to confirm with the trial attorney that the witness that is causing the withdrawal is a true witness in the current case. Neutral Attorneys are also encouraged to have their decisions reviewed and confirmed by a Managing Attorney or by Administration. This occurs regularly throughout all ten offices in the state. Finally, NHPD Administration regularly conducts refresher trainings for all Neutral Attorneys and Office Administrators. An additional review of the conflict resolution may be conducted by the Conflict Case Administrator. If, based upon information available to them, the CCA believes that a case sent to them as a conflict should be looked at again, a neutral or MA may reverse the decision in light of specific information brought to their attention by the CCA.

NHPD will maintain the CCA office in the coming biennium to ensure the efficient and appropriate transfer of conflict cases to contract attorneys, ensuring rapid contact with the conflict client.

H.

Given the nature of indigent criminal defense practice, and the volume of cases handled by NHPD lawyers, client complaints are a not uncommon event. When a client files a grievance with the Attorney Discipline Office alleging a violation of the Rules of Professional Responsibility, the ADO sends a letter to the lawyer, inviting the lawyer to respond to the client's complaint. Upon receipt of an ADO letter, NHPD's lawyers follow an established protocol: The lawyer forwards a copy of the ADO letter to the Executive Director, along with a copy of the client's grievance. The Director opens

a file which will contain all materials related to the matter going forward. The attorney is told to calendar the date the response is due. The Director provides specific instructions regarding the tone, style and content of the response and provides the attorney with a "sample response" letter that is to be used as a template. The attorney reviews the complaint, identifies specific allegations of misconduct, and responds to each, conforming to the sample. When the attorney has prepared a draft response, a copy is provided to the Executive Director who reviews it with the attorney prior to its being filed. Upon receipt of the decision from the ADO, a copy is sent to the Director who keeps the decision in the case file.

I.

Certificates of Insurance for general and professional liability are attached as Appendix E.

Letters of Reference

Letters of reference prepared by the following people on behalf of the Public Defender Program appear as Attachment F:

The Honorable David King
Chief Administrative Judge, New Hampshire Circuit Court
Administrative Office of the Court
1 Granite Place; N400
Concord, NH 03301
603-271-2521

County Attorney Tom Velardi
Office of the Strafford County Attorney
259 County Farm Road
Dover, NH 03820
603-749-2808

Mary Barton, Clerk of Court
9th Circuit Court – Manchester
35 Amherst Street
Manchester, NH 03101
(855) 212-1234

Cost Proposal

State Fiscal Year 2022:	July 1, 2021	$11,875,916
	January 1, 2022	$11,875,916
	Total:	$23,751,832
State Fiscal Year 2023:	July 1, 2022	$11,875,916
	January 1, 2023	$11,875,916
	Total:	$23,751,832

APPENDIX A

Roster of Current NHPD Staff

NHPD on Staff April 2021

Administrative Attorneys: R. Hawkes, Rothstein, M. Hawkes, Scavarelli, Uhouse

1 Abaid, Kimberly
2 Abbott, Hannah
3 Abramson, Ilana
4 Accornero, Pamela
5 Ackerman, Hannah
6 Albright, Samantha
7 Alden, Karen
8 Arani, Stephanie
9 Armillay, Amanda
10 Ashworth, Amy
11 Ayer, Devon
12 Baker, Ashley
13 Ball, Shannon
14 Balonon-Rosen, Marissa
15 Barnard, Thomas
16 Barton, Nicole
17 Beaton, Amy
18 Beckwith, Devon
19 Beckwith, Tia
20 Berger, Christopher
21 Betancourt, David
22 Bissonnette, Amanda
23 Blackman, Wendy
24 Blair, Barbara
25 Bonito, Andrea
26 Borchardt, Paul
27 Boutin, Arthur
28 Bower, Laura
29 Breda, Lauren
30 Breene, Sophia
31 Britton, Allison
32 Brooks, James
33 Buckey, Jay
49 Colby, Heather
50 Conover, Jessica
51 Courville, Katharine
52 Cowen, Joanna
53 Crouser, Leah
54 Curreri, Kimberly
55 Currier, Kristen
56 Cushing, Elizabeth
57 Davidow, Michael
58 DeBoe, Trina
59 Dishong, Tina
60 Dominguez, Mariana
61 Dreher, Philip
62 Duguay, Jay
63 Duncan, Jaye
64 Edwards, Katelyn
65 Eppinger, Haley
66 Fellows, Ashley
67 Fernandez, Alexandra
68 Jacqueline Finnerty
69 Flinchbaugh, Catherine
70 Fontone, Courtney
71 Foote, Ann
72 Forciniti, Eliana
73 Frankel, Joseph
74 Friedman, Elliot
75 Garland, Katelin
76 Gasey, Monica
77 Gelinas, Vanessa
78 Gerber, Kaitlyn
79 Gouthro, Marc
80 Greenwaldt, Elizabeth
81 Grinavic, Amy
96 Horwitz, Allison
97 Hutchins, Constantine
98 James, Zachary
99 Jarvis, Kyle
100 Jefferson, Julian
101 Jessep, Emily
102 Johnson, Christopher
103 Johnson, Doreene
104 Jones, Pamela
105 Kandianis, Laurel
106 Keans, Eleftheria
107 Kettles, Margaret
108 Kiers, Larissa
109 Kinne, Hanna
110 Klipsch, Hannah
111 Kontos, Maria
112 Kossick, Kimberly
113 Lacer, Samantha
114 Ladwig, Alexandra
115 Lafond, Laureen
116 Lawrence, Susan
117 Ledoux, Bethellen
118 Lempke, Elaine
119 LeTarte, Janet
120 Lieder, Jeannie
121 Littlefield, Justin
122 Lucius, Allison
123 Lugo, Meredith
124 MacKenna, Peter
125 Mackey Brown, Rebecca
126 Mainey, Laura
127 Maistrosky, Laura
128 Marston, Lisa
143 Mirkin, Sheldon
144 Montague, Sheryl
145 Moore, Kristy
146 Morrell, Alexandria
147 Morrison, Olivia
148 Moscardini, Helen
149 Mullaney, Mark
150 Mulrooney, Jillian
151 Nash, Ashleigh
152 Natoli, Amanda
153 Newkirk, Brett
154 Novak, Jason
155 Nye, Julia
156 O'Connell, Aileen
157 O'Donnell, Shelagh
158 O'Leary, Liam
159 O'Neill, Edward
160 Otero-Negron, Margarit
161 Parsons, Alexander
162 Peppas, Maria
163 Piascik, Samantha
164 Pike, Michelle
165 Pirkey, Andrea
166 Pisan, Robin
167 Plaisted, Amy
168 Poole, Caitlin
169 Prouty, Tracy
170 Prusiner, Lauren
171 Purvin-Dunn, Caitlin
172 Raymond, Eric
173 Rheaume, Katelyn
174 Rhodes, Alexander
175 Rice, Jenna
191 Scandalis, Laura
192 Scavarelli, Tracy
193 Schmidt, Monique
194 Schroeder, Alexandra
195 Schultz, William
196 Schwartz, Allison
197 Schwartz, Allison
198 Sennett, Shea
199 Sheehan, Ashley
200 Shindel Spencer, Freda
201 Sibley, Amy
202 Simard, Kara
203 Sisak, Bonnie
204 Sisti, Emma
205 Skiba, Natica
206 Smeltzer, Tiffany
207 Smith, Caroline
208 Soares, Debra
209 Speidel, Allison
210 Spencer, Thayne
211 Spillers, Jessica
212 Srikanthan, Amaresh
213 Srimouksavanh, Andrea
214 St. Pierre, Benjamin
215 Staiger, Katherine
216 Steenhuis, Amanda
217 Stonitsch, Thomas
218 Strand, Jordan
219 Strand, Sandy
220 Strube, Lorraine
221 Swales, Robert
222 Swenson, Carl
223 Taggart-Hampton, Morgan

34 Buckley, Paige
35 Burrington, Stella
36 Cahn, Ezra
37 Campbell, Deanna
38 Canny, Katherine
39 Carter, Sarah
40 Caulfield, Andrew
41 Cessna, Matthew
42 Chase, Katie
43 Cherry, Sarah
44 Cillizza, Valerie
45 Civale, Brian
46 Clark, Ken
47 Clayman, Howard
48 Clemans, Jeremy

82 Guilmette, Kristen
83 Hamman, Michael
84 Hancock, Paula
85 Hart, Cheryl
86 Hasey, Samantha
87 Haslam, Cindy
88 Hassler, Alan
89 Hausman, Stephanie
90 Hawkes, Randy
91 Hawkes, Mary
92 Hayes, Emily
93 Henderson, Amanda
94 Hepler, Teresa
95 Hopping, Lucy

129 Mayo, Simon
130 McAnney, Carolyn
131 McCann, Lauren
132 McCarthy, Delia
133 McCarthy, Laurie
134 McCown, Cindy
135 McNicoll, Matthew
136 Medina, Joyce
137 Melby, Rachael
138 Michaud, Rebecca
139 Millay, Brittney
140 Miller, Kathryn
141 Minahan-Stys, Nanette
142 Miran, Alec

176 Rickert, Katherine
177 Riley, Denise
178 Ringuette, Ashley
179 Rizzo, Jillian
180 Robidas, Kyle
181 Robillard, Anthony
182 Robinson, Cynthia
183 Rodriguez, Bonnie
184 Rothman, Sarah
185 Rothstein, David
186 Roubini, Sonia
187 Russell, Scott
188 Sargent, Renee
189 Savarese, Maria
190 Saxon, Erin

224 Theodosopoulos, Charlene
225 Trimarchi, Cheryl
226 Tufts, Kayleigh
227 Tufts, Soultana
228 Uhouse, Jennifer
229 Varney, Sarah
230 Viola, Cynthia
231 Vitale, Alexander
232 Whitcomb, Denise
233 Wynes, Emily
234 Yahnian, Christen
235 Zahn, Matthew
236 Zalegowski, Christopher
237 Zlotrg, Alma

Administaration

1 Beckwith, Devon
2 Berger, Christopher
3 Blair, Barbara
4 Grinavic, Amy
5 Hart, Cheryl
6 Hawkes, Randy
7 Hawkes, Mary
8 Mulrooney, Jillian
9 Robillard, Anthony
10 Rothstein, David
11 Scavarelli, Tracy
12 Trimarchi, Cheryl
13 Uhouse, Jennifer
14 Zalegowski, Christopher

Appellate

1 Barnard, Thomas
2 Hausman, Stephanie
3 Johnson, Christopher
4 Ledoux, Bethellen

CCA

1 Greenwaldt, Elizabeth
2 Michaud, Rebecca
3 **Jacqueline Finnerty**

Concord

1 **Abbott, Hannah**
2 Ackerman, Hannah
3 **Bissonnette, Amanda**
4 Breda, Lauren
5 Cessna, Matthew
6 **Chase, Katie**
7 **Cillizza, Valerie**
8 Clemans, Jeremy
9 **Colby, Heather**

Dover

1 Albright, Samantha
2 **Ball, Shannon**
3 **Beckwith, Tia**
4 **Betancourt, David**
5 Canny, Katherine
6 Crouser, Leah
7 **Cushing, Elizabeth**
8 Guilmette, Kristen
9 Hasey, Samantha
10 Ladwig, Alexandra
11 **Lempke, Elaine**
12 Miran, Alec
13 Robinson, Cynthia
14 **Smeltzer, Tiffany**
15 **Speidel, Allison**
16 **Strand, Sandy**
17 Swenson, Carl

Keene

1 **Britton, Allison**
2 Carter, Sarah
3 Frankel, Joseph
4 **Jarvis, Kyle**
5 **Lafond, Laureen**
6 Lugo, Meredith
7 **McAnney, Carolyn**
8 **Parsons, Alexander**
9 **Ringuette, Ashley**
10 Schmidt, Monique
11 Sibley, Amy
12 Taggart-Hampton, Morgan

Laconia

1 **Accornero, Pamela**
2 **Alden, Karen**

Littleton

1 **Duguay, Jay**
2 **Boutin, Arthur**
3 Burrington, Stella
4 Kinne, Hanna
5 Mayo, Simon
6 Whitcomb, Denise

Manchester

1 **Abaid, Kimberly**
2 Ayer, Devon
3 **Baker, Ashley**
4 Balonon-Rosen, Marissa
5 **Barton, Nicole**
6 **Blackman, Wendy**
7 Bonito, Andrea
8 Buckley, Paige
9 Civale, Brian
10 **DeBoe, Trina**
11 Fernandez, Alexandra
12 **Foote, Ann**
13 Hamman, Michael
14 Horwitz, Allison
15 Jefferson, Julian
16 **Kontos, Maria**
17 Kossick, Kimberly
18 McCann, Lauren
19 McCarthy, Delia
20 **Medina, Joyce**
21 Minahan-Stys, Nanette
22 Moscardini, Helen
23 O'Donnell, Shelagh
24 O'Leary, Liam
25 Pisan, Robin
26 Raymond, Eric
27 **Riley, Denise**

Nashua

1 Abramson, Ilana
2 Armillay, Amanda
3 Borchardt, Paul
4 Bower, Laura
5 Breene, Sophia
6 **Clark, Ken**
7 Davidow, Michael
8 **Dishong, Tina**
9 **Eppinger, Haley**
10 Friedman, Elliot
11 Gerber, Kaitlyn
12 Gouthro, Marc
13 **Hayes, Emily**
14 Henderson, Amanda
15 Jones, Pamela
16 Keans, Eleftheria
17 **Lacer, Samantha**
18 Lieder, Jeannie
19 **Mainey, Laura**
20 Maistrosky, Laura
21 **Moore, Kristy**
22 **Otero-Negron, Margarita**
23 **Piascik, Samantha**
24 Pike, Michelle
25 **Rice, Jenna**
26 **Schroeder, Alexandra**
27 Sennett, Shea
28 Shindel Spencer, Freda
29 Simard, Kara
30 **Steenhuis, Amanda**
31 **Strube, Lorraine**

Newport

1 **Buckey, Jay**
2 Hutchins, Constantine

Stratham

1 Arani, Stephanie
2 Beaton, Amy
3 **Campbell, Deanna**
4 **Cherry, Sarah**
5 Clayman, Howard
6 Conover, Jessica
7 Cowen, Joanna
8 Dreher, Philip
9 **Edwards, Katelyn**
10 Forciniti, Eliana
11 **Katelin Garland**
12 **Hopping, Lucy**
13 James, Zachary
14 Jessep, Emily
15 Kiers, Larissa
16 **LeTarte, Janet**
17 **Lucius, Allison**
18 **Marston, Lisa**
19 McNicoll, Matthew
20 **Miller, Kathryn**
21 Morrell, Alexandria
22 Mullaney, Mark
23 Newkirk, Brett
24 Nye, Julia
25 Peppas, Maria
26 **Plaisted, Amy**
27 Prusiner, Lauren
28 Purvin-Dunn, Caitlin
29 **Rheaume, Katelyn**
30 **Rodriguez, Bonnie**
31 **Skiba, Natica**
32 Srikanthan, Amaresh
33 Srimouksavanh, Andrea

10 Courville, Katharine
11 **Curreri, Kimberly**
12 **Currier, Kristen**
13 Dominguez, Mariana
14 Duncan, Jaye

15 Flinchbaugh, Catherine
16 **Fontone, Courtney**
17 Gelinas, Vanessa
18 **Hancock, Paula**

19 Haslam, Cindy
20 **Johnson, Doreene**
21 Millay, Brittney
22 Morrison, Olivia
23 O'Connell, Aileen
24 O'Neill, Edward
25 **Pirkey, Andrea**
26 Roubini, Sonia
27 Savarese, Maria
28 **Scandalis, Laura**
29 Sisak, Bonnie
30 Sisti, Emma
31 **Tufts, Soultana**
32 Vitale, Alexander
33 Zahn, Matthew

3 **Ashworth, Amy**
4 Cahn, Ezra
5 **Caulfield, Andrew**
6 Hassler, Alan
7 Hepler, Teresa

8 Kandianis, Laurel
9 Littlefield, Justin
10 MacKenna, Peter
11 **McCarthy, Laurie**

12 McCown, Cindy
13 Melby, Rachael
14 **Nash, Ashleigh**
15 Poole, Caitlin
16 **Rhodes, Alexander**
17 Rickert, Katherine
18 Schwartz, Allison
19 Smith, Caroline
20 Varney, Sarah

28 Rizzo, Jillian
29 Roberts(Klipsch), Hannah
30 Robidas, Kyle
31 **Rothman, Sarah**
32 **Russell, Scott**

33 **Saxon, Erin**
34 Schultz, William
35 Sheehan, Ashley
36 **Soares, Debra**

37 **Spillers, Jessica**
38 Stonitsch, Thomas
39 Strand, Jordan
40 Swales, Robert
41 **Theodosopoulos, Charlene**
42 **Tufts, Kayleigh**
43 **Viola, Cynthia**
44 **Yahnian, Christen**
45 **Zlotrg, Alma**

3 Lawrence, Susan
4 Natoli, Amanda
5 **Prouty, Tracy**
6 St. Pierre, Benjamin

Orford

1 **Brooks, James**
2 **Fellows, Ashley**
3 Gasey, Monica

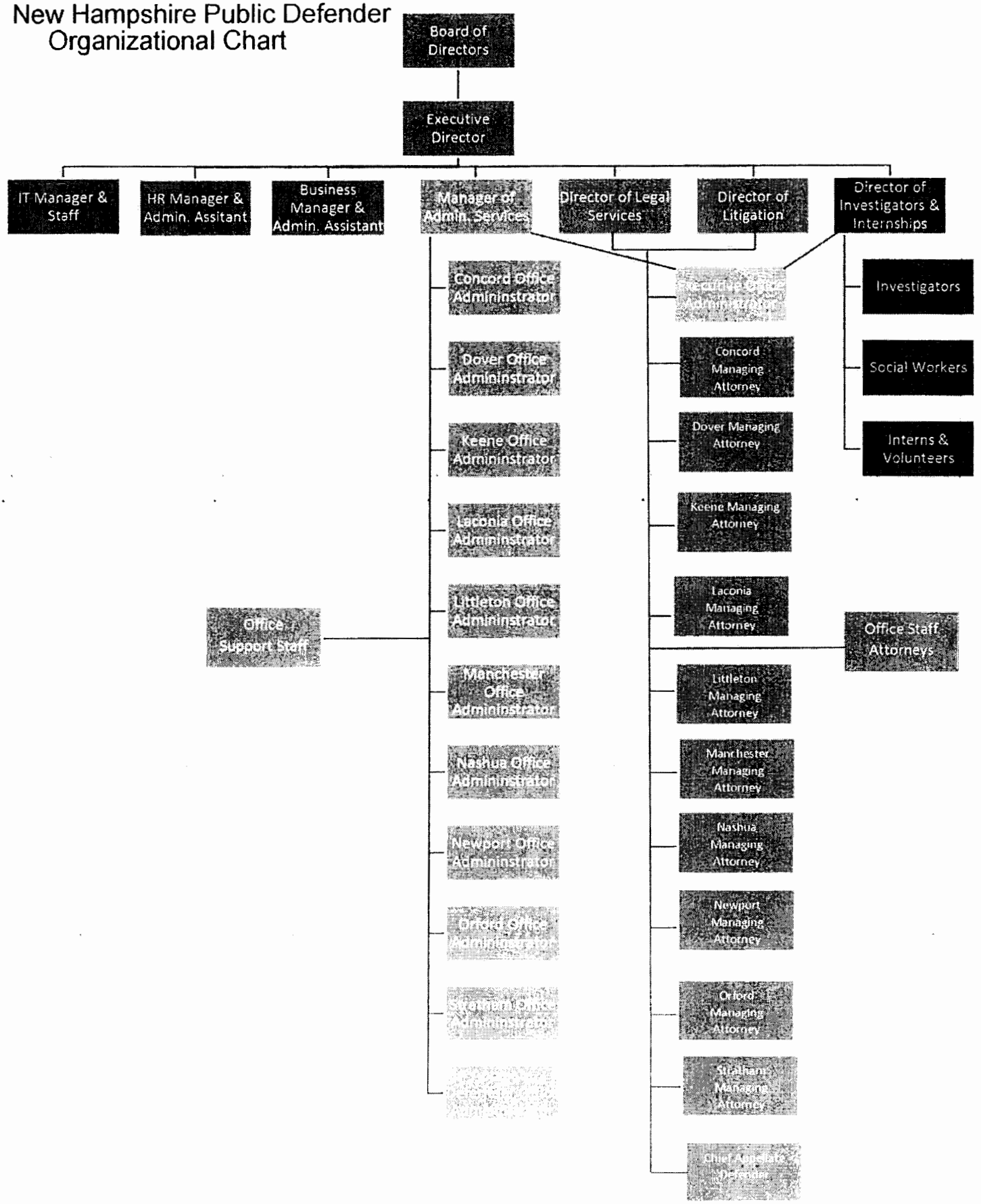
4 Kettles, Margaret
5 Mackey Brown, Rebecca
6 Mirkin, Sheldon
7 **Montague, Sheryl**
8 Novak, Jason
9 Sargent, Renee
10 Schwartz, Allison
11 **Spencer, Thayne**
12 **Staiger, Katherine**
13 Wynes, Emily

MAs in brown
Attorneys in black
Investigators in blue
Support staff in red
OAs in green

APPENDIX B

NHPD Organizational Chart

New Hampshire Public Defender Organizational Chart



Updated March 2021

APPENDIX C

NHPD Audited Financial Statements

NEW HAMPSHIRE PUBLIC DEFENDER

FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2020 and 2019
TOGETHER WITH
INDEPENDENT AUDITORS REPORT

Dugdale, Livolsi & Wood, P.C.
CERTIFIED • PUBLIC • ACCOUNTANTS

September 14, 2020

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors,
New Hampshire Public Defender:

We have audited the accompanying financial statements of New Hampshire Public Defender (a non-profit organization) which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities and functional expenses and changes in net assets and statements of 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 audits 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 Public Defender as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Dugdale, Livolsi & Wood, P.C

137 Middle Street • Manchester, NH • 03101-1905
Telephone 603-669-3454 • Facsimile 603-647-4500 • www.dugdalecpa.com

NEW HAMPSHIRE PUBLIC DEFENDER
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019

Assets

	2020	2019
Assets		
Cash	$ 4,382,599	$ 1,749,148
Government Contract Receivable	23,751,832	-
Deposits and Other Receivables	51,674	52,861
Prepaid Expenses	543,219	471,499
Equipment, Leasehold Improvements and Property Held Under Capital Leases, Net of Accumulated Depreciation	480,248	711,381
Law Library	64,523	64,523
TOTAL ASSETS	**$ 29,274,095**	**$ 3,049,412**

Liabilities and Net Assets

Liabilities		
Accounts Payable – State of New Hampshire	$ -	$ 457,064
Accounts Payable	56,022	96,437
Note Payable	3,056,242	-
Obligations under Capital Lease	39,120	133,584
Salaries Payable	389,300	391,726
Payroll Taxes Payable	28,590	29,155
Other Accrued Expenses	94,939	647,407
Accrued Annual Leave	625,794	457,790
Total Liabilities	**$ 4,290,007**	**$ 2,213,163**
Net Assets - Unrestricted	**$ 687,485**	**$ 60,345**
Temporarily Restricted Net Assets		
State of New Hampshire – Contract	23,751,832	-
State of New Hampshire – Property	544,771	775,904
Total Temporarily Restricted	**$ 24,296,603**	**$ 775,904**
Total Net Assets	**$ 24,984,088**	**$ 836,249**
TOTAL LIABILITIES AND NET ASSETS	**$ 29,274,095**	**$ 3,049,412**

SEE NOTES TO FINANCIAL STATEMENTS

NEW HAMPSHIRE PUBLIC DEFENDER
STATEMENT OF ACTIVITIES AND FUNCTIONAL EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30,2020

	Unrestricted			Temporarily	
	Services	Admin	Total	Restricted	Total
Revenue					
Government Contract	$ 21,700,422	$ 1,418,933	$ 23,119,355	$ 23,751,832	$ 46,871,187
Interest Income	28,309	-	28,309		28,309
Total Revenue	**$ 21,728,731**	**$ 1,418,933**	**$ 23,147,664**	**$ 23,751,832**	**$ 46,899,496**
Expenses					
Personal Services	$ 13,431,604	$ 969,699	$ 14,401,303	$ -	$ 14,401,303
Payroll Taxes	1,016,789	73,697	1,090,486	-	1,090,486
Fringe Benefits	3,807,276	264,751	4,072,027	-	4,072,027
Insurance –Workers Comensation	36,949	3,039	39,988	-	39,988
Rent and Storage	1,298,427	52,769	1,351,196	-	1,351,196
Telephone	177,012	12,712	189,724	-	189,724
Travel	198,226	9,178	207,404	-	207,404
Repairs & Maintenance	195,989	820	196,809	-	196,809
Insurance -Malpractice/General	52,474	1,054	53,528	-	53,528
Training	70,784	4,518	75,302	-	75,302
Office Supplies	46,740	2,460	49,200	-	49,200
Other office Expense	222,051	11,220	233,271	-	233,271
Library	46,851	924	47,775	-	47,775
Utilities	115,932	6,750	122,682	-	122,682
Dues and Licenses	73,517	2,825	76,342	-	76,342
Contract Services	222,147	-	222,147	-	222,147
Professional Services	71,075	2,517	73,592	-	73,592
Interest	8,040		8,040	-	8,040
Depreciation	240,841		240,841	-	240,841
Total Expenses	**$ 21,332,724**	**$ 1,418,933**	**$ 22,751,657**	**$ -**	**$ 22,751,657**
Change in Net Assets	**$ 396,007**	**$ -**	**396,007**	**23,751,832**	**24,147,839**
Net Assets – Beginning			**60,345**	**775,904**	**836,249**
Return to State of New Hampshire - Unused Grant			-	-	-
Depreciation			240,841	(240,841)	-
Capital Expenditures					
Equipment, Improvements and Law Library Acquistions, Net of Dispositions			(9,708)	9,708	-
Net Assets - Ending			**$ 687,485**	**$ 24,296,603**	**$ 24,984,088**

See Notes to Financial Statements

NEW HAMPSHIRE PUBLIC DEFENDER
STATEMENT OF ACTIVITIES AND FUNCTIONAL EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30,2019

	Unrestricted			Temporarily	
	Services	Admin	Total	Restricted	Total
Revenue					
Government Contract	$ 20,901,801	$ 1,313,376	$ 22,215,177	$ (22,215,177)	$ -
Interest Income	-	44,395	44,395	-	44,395
Total Revenue	**$ 20,901,801**	**$ 1,357,771**	**$ 22,259,572**	**$ (22,215,177)**	**$ 44,395**
Expenses					
Personal Services	$ 13,006,770	$ 916,868	$ 13,923,638	$ -	$ 13,923,638
Payroll Taxes	924,008	65,098	989,106	-	989,106
Fringe Benefits	3,712,863	261,307	3,974,170	-	3,974,170
Insurance –Workers Compensation	39,419	2,816	42,235	-	42,235
Rent and Storage	1,259,888	51,482	1,311,370	-	1,311,370
Telephone	158,724	11,947	170,671	-	170,671
Travel	258,768	8,368	267,136	-	267,136
Repairs & Maintenance	191,636	525	192,161	-	192,161
Insurance -Malpractice/General	45,531	759	46,290	-	46,290
Training	81,737	5,100	86,837	-	86,837
Office Supplies	103,230	5,433	108,663	-	108,663
Other office Expense	278,684	13,489	292,173	-	292,173
Library	29,700	1,021	30,721	-	30,721
Utilities	124,754	9,340	134,094	-	134,094
Dues and Licenses	77,271	2,230	79,501	-	79,501
Contract Services	140,895	-	140,895	-	140,895
Professional Services	87,346	1,988	89,334	-	89,334
Interest	8,040	-	8,040	-	8,040
Depreciation	224,266	-	224,266	-	224,266
Total Expenses	**$ 20,753,530**	**$ 1,357,771**	**$ 22,111,301**	**$ -**	**$ 22,111,301**
Change in Net Assets	**$ 148,271**	**$ -**	**148,271**	**(22,215,177)**	**(22,066,906)**
Net Assets – Beginning			**478,268**	**22,881,951**	**23,360,219**
Return to State of New Hampshire - Unused Grant			$ (457,064)	-	$ (457,064)
Depreciation			224,266	(224,266)	-
Capital Expenditures					
Equipment, Leasehold Improvements and Capital Leases			(333,396)	333,396	-
Net Assets - Ending			**$ 60,345**	**$ 775,904**	**$ 836,249**

See Notes to Financial Statements

NEW HAMPSHIRE PUBLIC DEFENDER
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

		2020	2019
Operating Activities			
Change in Net Assets		$ 24,147,839	$ (22,066,906)
Adjustments to Reconcile Net Support to Net Cash Flows Provided By (Used In) Operating Activities			
Depreciation		240,841	224,266
Changes in Assets and Liabilities			
(Increase) Decrease in:	Government Contract Receivable	(23,751,832)	22,215,177
	Deposits and Other Receivables	1,187	20
	Prepaid Expenses	(71,720)	(246,590)
Increase (Decrease) in:	Accounts Payable	(497,479)	45,355
	Accrued Expenses	(387,455)	692,060
Net Cash Provided By (Used In) Operating Activities		**(318,619)**	**863,382**
Investing Activities			
Cash (Used) to Purchase Equipment and Leasehold Improvements		(9,708)	(333,396)
Financing Activities			
Borrowing on Note Payable		3,056,242	-
Repayment of Capital Lease Obligation		(94,464)	(93,573)
Net Cash Provided By (Used In) Financial Activities		**2,961,778**	**(93,573)**
Increase (Decrease) in Cash		2,633,451	436,413
Cash at Beginning of Year		1,749,148	1,312,735
Cash at End of Year		**$ 4,382,599**	**$ 1,749,148**
Supplemental Disclosures			
Interest Paid		$ 8,040	$ 8,040

SEE NOTES TO FINANCIAL STATEMENTS

NEW HAMPSHIRE PUBLIC DEFENDER
NOTES TO FINANCIAL STATEMENTS
FOR ITS YEARS ENDED JUNE 30, 2020 and 2019

1. **Nature of Operations**
New Hampshire Public Defender (NHPD) is a non–profit corporation organized for the purpose of providing constitutionally required legal representation for indigent individuals in the criminal justice system in the State of New Hampshire. NHPD receives its funding from the New Hampshire Judicial Council which is an executive branch agency of the State of New Hampshire.

2. **Summary of Significant Accounting Policies**

Basis of Accounting
The financial statements of NHPD have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Basis of Reporting
The statement of financial position reports net assets which are classified as unrestricted, temporarily restricted or permanently restricted.

Unrestricted net assets result from normal operating activities; revenues on which the donor has placed no restriction; and, unless donor imposed restrictions or state laws preclude, gains and losses on permanently restricted net assets.

Temporarily restricted net assets result from revenues subject to restrictions that expire with the passage of time or are fulfilled when specific actions are performed.

Permanently restricted net assets result from revenues with external donor stipulations requiring that those assets be permanently maintained and invested to provide future income.

Accounting Principles
Contract revenues received are recorded as unrestricted, temporarily restricted or permanently restricted support, depending on the existence and/or nature of any grantor restrictions. Any contract revenues reported as temporarily (or permanently) restricted are reclassified to unrestricted net assets upon expiration of the restriction.

Use of Estimates
The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported revenues and expenses during the reporting period. Actual results could differ from these estimates.

Statement of Cash Flows
Statement of Cash Flows shows cash and cash equivalents provided for and used by operating, investing and financing activities. The Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

2. **Summary of Significant Accounting Policies (Continued):**

Equipment and Leasehold Improvements
Equipment and leasehold improvements are recorded at cost. Assets acquired through capital lease agreements are recorded in accordance with accounting principles generally accepted in the United States of America, which require capitalization at their fair market value as of the date of the lease inception.

Property acquired in excess of $1000 is capitalized and depreciated using the straight-line method over the assets estimated useful life as follows:

Computer and Office Equipment	3-5 Years
Property Held Under Capital Leases	5 Years
Leasehold Improvements	5–15 Years

All property has been acquired with funds from the State of New Hampshire which holds a reversionary interest in these assets.

Expenditures for repairs and maintenance are expensed when incurred. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

A summary of equipment and leasehold improvements is as follows:

Equipment, Leasehold Improvements and Capital Lease	2020	2019
Equipment and Leasehold Improvements:		
Computer and Office Equipment	$ 666,685	$ 681,451
Leasehold Improvements	1,122,825	1,122,825
Less Accumulated Depreciation	(1,414,460)	(1,240,172)
Net Equipment and Leasehold Improvements	375,050	564,104
Capital Lease:		
Property Held Under Capital Lease	332,054	332,054
Less Accumulated Depreciation	(226,856)	(184,777)
Net Property Held Under Capital Lease	105,198	147,277
Total	**$ 480,248**	**$ 711,381**

Depreciation expense includes the depreciation of assets held under capital leases. Depreciation expense was $240,841 and $224,266 for its years ended June 30, 2020 and 2019.

Law Library
NHPD capitalizes the cost of books and multiple volume sets of law books and estimates the salvage value to be approximately the same as the original cost, therefore, depreciation expense is not recorded. Supplemental costs to update loose leaf and other continuously updated volumes are expensed.

The law library has been acquired with funds from the State of New Hampshire which holds a reversionary interest in these assets.

3. **Liquidity And Availability of Financial Assets**

The following reflects the NHPD's financial assets as of the balance sheet date, reduced by amounts not available for general use because of contractual restrictions within one year of the balance sheet date.

	2020	2019
Financial assets at year-end	$ 28,134,431	$ 1,749,148
Less those unavailable for general expenditures within one year, due to:		
Surplus for unexpended State Contract	-	457,064
Rebate for Medical Insurance to be returned to State	-	573,186
Financial assets available to meet cash needs for general expenditure within one year	$ 28,134,431	$ 718,898

NHPD is substantially supported by a restricted contract. Because the restriction requires resources to be used in a particular manner or in a future period, NHPD must maintain sufficient resources to meet those responsibilities pursuant to the contract. Thus, financial assets may not be available for general expenditure within one year. As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations become due. NHPD maintains cash in excess of daily requirements in its general operating bank account and earns interest.

4. **Note Payable**

On June 30, 2020, the organization has a $3,056,242 unsecured loan due to the Small Business Administration (SBA) as part of the Coronavirus Aid, Relief and Economic Security Act's Paycheck Protection Plan (PPP).

Under the terms of the loan, all loan payments are deferred for six months through October 19, 2020, with monthly interest payments thereafter at one percent per annum, and the entire loan balance is due April 19,2022.

The loan terms provide that a portion or all of the loan is forgivable to the extent that the organization uses loan proceeds to fund qualifying payroll, rent and utilities during a designated eight-week period. The organization has not submitted a request to the SBA for forgiveness of the entire $3,056,242 loan balance. Management believes it will meet the requirements for the loan forgiveness. No forgiveness is reflected in the June 30, 2020 financial statements.

A Summary of the annual maturities of this debt for the five-years subsequent to 2020 is as follows:

June 30th	Future Maturity
2021	$ -
2022	$ 3,056,242
2023	$ -
2024	$ -
2025	$

5. **Obligations Under Capital Lease**

	2020	2019
Capital Leases Payable to Winthrop Resources Corporation		
The first lease requires 60 monthly principle and interest payments of $2,218 with interest imputed at 4.25%, secured by Omni Cubes, expires August 2020	$ 4,056	$ 28,392
The second lease requires 36 monthly principle and interest payments of $6,234 with interest imputed at 5.5%, secured by computer equipment, expires December 2020	35,064	105,192
	$ 39,120	$ 133,584

5. **Obligations Under Capital Lease (continued)**
Future Maturities of Capital Lease Obligations is as follows:

As of June 30, 2020	
2021	$ 42,380
Less amount representing interest	(3,260)
Total Principal	$ 39,120

6. **Lease Commitments:**
NHPD has entered into various operating lease agreements for its facilities and office equipment.

Facilities - All lease commitments for office and storage space, except the Laconia location, are subject to termination by NHPD if funding contingencies set forth in the leases are not met. The estimated future minimum lease payments are as follows:

Year Ending June 30, 2020	Total Estimated Annual Lease Commitments
2021	$ 1,104,413
2022	$ 1,052,568
2023	$ 1,033,415
2024	$ 888,358
2025	$ 650,562

Rent expense, excluding storage, was $1,351,196 and $1,309,390 for its years ended 2020 and 2019, respectively.

Equipment Leases - The Company has several equipment lease agreements for its office equipment.

Equipment lease expense was $ 60,852 and $ 48,556 for its year ended 2020 and 2019, respectively.

7. **Annual Leave**
All unused vacation time, in accordance with a formula, will be paid upon the termination of an employee. NHPD estimates this unused and accrued vacation pay to be $ 625,794 and $ 457,790 for its years ended June 30, 2020 and 2019.

8. **Income Taxes**
NHPD is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code. NHPD is also exempt from New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes.

NHPD evaluates all significant tax positions. As of June 30, 2020, NHPD does not believe that it has taken any positions that would require the recording of any additional tax liability nor does it believe that there are any unrealized tax benefits that would either increase or decrease within the next year.

Penalties and interest assessed by income taxing authorities would be included in operating expenses.

Federal and State tax returns are generally available for examination by the taxing authorities for three years from the date of filing. As of June 30, 2020, those years are 2017 through 2020.

9. Retirement Plan:

NHPD sponsors a defined contribution retirement plan pursuant to Internal Revenue Code Section 403(b) for all qualifying employees.

The Plan requires NHPD to match 50% of each participating employee's contribution, not to exceed 5% of their wages. NHPD contributed $254,849 and $248,732 for its years ended June 30, 2020 and 2019, respectively.

10. Concentrations:

Economic Dependency - NHPD receives all its funding under a contract with the State of New Hampshire which expires on June 30, 2021. The future existence of NHPD is solely dependent upon the State renewing the contract. Renewal of the contract is contingent upon the passage of the overall State of NH budget by the State legislature. In the event there is no signed state budget by June 30, 2021, management expects the state will operate under a "continuing resolution" which will provide the necessary funding until a budget is signed.

The State of NH has a constitutional requirement to provide a "public defender program" for individuals who cannot afford legal representation. As of September 14, 2020, management is unaware of any other organization that can officer these constitutionally mandated services. Accordingly, management believes its contract will be renewed.

Cash - NHPD maintains its bank accounts at one financial institution. The accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. Excess funds are secured by Letters of Credit.

Grant Receivable - Represents the second year of a two-year state contract. As of June 30, 2020, and 2019, the receivable is $23,751,832 and $ 0 respectively.

Subsequent Events:

Management has evaluated subsequent events through September 14, 2020, the date on which the financial statements were available to be issued. There were no subsequent events that require recognition or additional disclosure in these financial statements.

APPENDIX D

NHPD Senior Staff Resumes

RANDY HAWKES

Professional Profile

Career Public Defender. Nearly thirty years of service to New Hampshire Public Defender, including over twenty years of conscientious and effective client representation. Experienced in the entire spectrum of the criminal justice system, from juvenile delinquency to homicide. Proven leadership, management, and relationship-building skills.

Education

University of Maine School of Law
J.D. 1992
University of Maine
Bachelor of Arts Political Science 1989
Highest Honors
Phi Beta Kappa
Alexis de Tocqueville Award

Relevant Work Experience

1992 – 1995 Staff Attorney New Hampshire Public Defender

1996 – 2012 Managing Attorney, New Hampshire Public Defender (Dover Office)

- Zealously represented clients in over two thousand criminal matters while managing an office of ten attorneys
- Developed and enhanced relationships with city, county, and state agencies whose roles in the criminal justice system impact NHPD's clients
- Instrumental in the creation of innovative alternative sentencing programs
- Communicated NHPD's purpose and value to external constituencies
- Member of NH Legislature's Commission to Study the Death Penalty

2012-Present Executive Director New Hampshire Public Defender

- Member of the Interbranch Criminal and Juvenile Justice Council
- Member of Committee on Cooperation with the Courts
- Member of Supreme Court's Judicial Performance Advisory Committee
- Member of Citizens Advisory Board for NH Women's Correctional Facility

Recognition

2009 NH Bar Association's Award for Outstanding Service in Public Interest Law
2010 Inducted as a Fellow of the American College of Trial Lawyers
2012 New Hampshire Association of Criminal Defense Lawyers "Champion of Justice" Award

Tracy A. Scavarelli

:

	New Hampshire Public Defender
2/2008 – present	*Director of Legal Services* Oversees day-to-day operations; Primary supervision of Managing Attorneys, Manager of Administrative Services and Executive Office Administrator; Secondary supervision of staff attorneys; trains neutrals and assists with conflict resolutions; client complaints and oversees IAC claims; evaluation oversight and case load management; assists with hiring of personnel and office assignments; assist Director of Litigation with orientation and training of new staff.
2/20015 – 2/2018	*Managing Attorney* – Merrimack County - Concord, NH Primary supervision of staff attorneys, OA, investigators and support staff; assigned and supervised mentors; completed attorney evaluations; addressed client complaints; assigned cases; case load management; liaison to local courts and others in the criminal justice system; Drug Court Team member; Mental Health Court Team member. Maintained all Staff Attorney responsibilities.
8/2000 – 2/2015	*Staff Attorney* Represented indigent criminal clients throughout all stages of litigation to include Motion hearings, trials (jury and bench), sentencing and post conviction matters. Representation provided on juvenile, misdemeanor, and felony offenses, to include sexual assaults and homicides. Instructs at training seminars. Mentored new attorneys and summer legal interns. Acts as a neutral for conflict resolutions statewide.
6/1999 – 5/2000	**Swope and Nicolosi, PLLC** - Concord, NH *Legal Intern* Represented clients in criminal and civil matters. Drafted Motions, pleadings and Memorandums of Law.
7/1998 - 5/2000	**Concord District Court - Small Claims Division** - Concord, NH *Mediator* Presided over alternative dispute resolution hearings to assist parties in resolving civil matters.
9/1998 – 5/1999	**New Hampshire Attorney General's Office** **Environmental Protection Bureau** - Concord, NH *Legal Intern* Appeared on behalf of the State at administrative hearing at the NH DES. Researched issues to draft AG Opinion Letters, Motions and Memorandums of Law.

EDUCATION:

5/2000	Juris Doctor, Franklin Pierce Law Center - Concord, NH
6/1996	Bachelor of Science, Northeastern University - Boston, MA

BAR ADMISSION:

10/2000	New Hampshire State Courts United States District Court, District of NH

AFFILIATIONS:

New Hampshire Bar Association
New Hampshire Women's Bar Association
New Hampshire Association of Criminal Defense Lawyers
National Association of Public Defenders
Merrimack County Drug Court Steering Committee Member
Concord Coalition to End Homelessness (Volunteer/Former Board Member)

Mary B. Hawkes

New Hampshire Bar and Maine Bar, both September, 1992

Education:

University of Maine School of Law, Portland, Maine- JD May 1992
Student Attorney, Cumberland Legal Aid Clinic, Portland, Maine: clinic work in criminal defense, family law, civil matters, and mediation. Hired for three semesters: work-study for summer 1990, full-time employment for summer 1991, and course credit for fall 1991

University of Vermont, Burlington, Vermont- BA Modern European History, May 1989
Editor, University of Vermont History Review
Phi Alpha Theta, National History Honors Society
University of Vermont Teaching Assistant, United States Race Relations
Keynote Speaker & Workshop Leader, University of Vermont's Presidential Colloquium on cultural diversity and race relations on campus

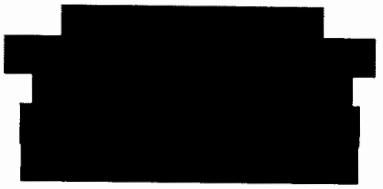
Director of Investigators, Social Workers, and Interns
New Hampshire Public Defender, Concord, NH
September 1998-present
Interview, hire, train, supervise and evaluate staff investigators (currently numbering twenty-six) and staff social workers (currently one MSW and one BSW). Craft all policies and procedures for NHPD investigations and social work programs. Track NH legislation and testify when necessary. Appear in court regarding conflict issues or when investigators or social workers need to testify. Monitor investigators' and social workers' caseloads, hours and performances. Make homicide and other special case assignments. Handle all other investigator and social work related issues (in the past, this included investigator union issues, contract negotiations, and representation of NHPD at National Labor Board and during federal audit).
Interview, hire, train, supervise and evaluate law students (including Rule 36 student practice attorneys), investigator interns and social work interns for NHPD statewide. Work with law schools and undergraduate schools regarding placement and evaluation of interns.
Other responsibilities include hiring committee member for attorneys, and conflict neutral on all of NHPD's homicides.

Staff Attorney, Department for Children, Youth and Families, Portsmouth, NH
December 1994-September 1998
Represented DCYF in child abuse and neglect cases and parental rights termination cases

Certified Guardian Ad Litem 1995-1998
Assigned by Rockingham, NH Probate Court to adoption cases as a Guardian Ad Litem

Staff Attorney, New Hampshire Public Defender, Manchester and Stratham, NH offices
September 1992-December 1994,
Represented indigent clients facing juvenile, misdemeanor and felony charges

DAVID M. ROTHSTEIN



Admitted to Practice in New Hampshire, the First Circuit Court of Appeals, and the United States Supreme Court.

Deputy Director – Director of Litigation, New Hampshire Public Defender, 2013-Present.

Support Managing Attorneys and Staff Attorneys in a statewide Public Defender Program.
Identify and litigate novel, complex, and systemic issues.
Plan and conduct training, including a five-week training for new lawyers and trainings for experienced attorneys.
Develop and update litigation support resources, including a 600-page Practice Guide and a database of over 300 expert witnesses.
Assist in creating and designing web-based resources.
Recruit and hire new attorneys.
Handle ethical issues and claims of ineffective assistance of counsel.
Advise the Executive Director on policy issues.

Lead Appellate Counsel, State v. Addison (Capital Murder), 2008-2016.

Represented New Hampshire's only death row inmate on the appeal of his capital murder conviction to the New Hampshire Supreme Court.
Wrote and edited a 600-page merits brief, two briefs on proportionality review, three briefs dealing with Addison's felony convictions, and memoranda on capital appellate procedure and judicial recusal.
Conducted more than three hours of oral argument before the New Hampshire Supreme Court.
Challenged lethal injection procedures.
Filed petitions for writs of certiorari in the United States Supreme Court.

Deputy Chief Appellate Defender and Interim Chief Appellate Defender, New Hampshire Appellate Defender Program/ New Hampshire Public Defender, 2001-2013.

- Briefed and orally argued more than 150 cases in the New Hampshire Supreme Court.
- Pursued federal habeas claims and filed writs seeking certiorari review by the United States Supreme Court in appropriate cases.
- Briefed and argued two cases in the First Circuit and co-counseled a case argued in the United States Supreme Court.
- Served as co-counsel in the *State v. Addison* capital murder trial.
- Tried four homicide cases, two aggravated rape cases, and two other serious felony cases.
- Trained attorneys on criminal law, criminal procedure, evidence, trial practice and appellate practice.

Adjunct Professor, University of New Hampshire School of Law, 2001-2007, 2013-2014.

- Taught Trial Advocacy in 2013 and 2014.
- Headed the Appellate Defender Clinic for four semesters, which culminated in having law students argue for the first time before the New Hampshire Supreme Court.
- As Faculty Supervisor for Annual Survey of New Hampshire Law in 2006 and 2007, assisted students in publishing case notes for the New Hampshire Bar Journal.
- Co-developed Advanced Appellate Advocacy and taught it for seven semesters (2001-2004).

New Hampshire Public Defender, 1989-2001. Staff Attorney (1989-1992, 1996-2001), Managing Attorney (1992-93), Major Crimes Attorney (1993-94), Assistant Appellate Defender (1994-96).

- Tried over thirty cases to juries, from homicides to minor offenses.
- Supervised and mentored attorneys.
- Briefed and argued numerous appeals.

New Hampshire Superior Court, Judicial Law Clerk, 1988-89.

- Conducted research and drafted orders for superior court judges.

Representative Trainings and Presentations

- Contributing Author, A Practical Guide to Evidence in New Hampshire, 2d Edition (Impeachment chapter), December 2020
- Faculty, National Criminal Defense College, Summer 2020. Co-led a four-week on-line course on cross-examination.
- "Opioid Prosecutions," Boston University School of Medicine Forensic Science Symposium, June 2018.
- Moderator, "Perspectives on Mooting," American Academy of Appellate Lawyers, Spring 2017 Meeting.
- Panelist, "The Exchange," New Hampshire Public Radio, 2017 & 2019.
- Panelist, Death Penalty Symposium, University of New Hampshire School of Law.
- Moderator, Discussion of *Perry v. New Hampshire*, University of New Hampshire School of Law.
- Developed and organized trainings on death-resulting drug sale prosecutions, insanity, crime scene analysis, digital forensic evidence, and methamphetamine.
- Numerous presentations on Evidence, Trial Advocacy, Ethics, Appellate Advocacy and Legal Writing, and Criminal Procedure.

Recent Boards and Committees

- Member, Justice and Media Committee, 2015-Present.
- Chair, New Hampshire Supreme Court Professional Conduct Committee, January 2013-Present.
- Member, New Hampshire Supreme Court Board of Bar Examiners, 2008-Present.

Honors and Awards

- New Hampshire Bar Association, President's Award for Service to the Profession, 2017.
- Fellow, New Hampshire Bar Foundation, 2016.
- Champion of Justice, New Hampshire Association of Criminal Defense Attorneys, 2009.
- Fellow, American Academy of Appellate Lawyers, 2008.

Education

- Villanova University School of Law, J.D., 1988.
- University of Rochester, B.A. in Biology and English with Distinction in English, 1985.

APPENDIX E

NHPD Letters of Reference

The State of New Hampshire
Circuit Court

David D. King
Administrative Judge

Susan W. Ashley
Deputy Administrative Judge

Senior Administrator
Gina Belmont, Esq.

Administrators
Kate E. Geraci, Esq.
Heather S. Kulp, Esq.
Patrick W. Ryan, Esq.
Brigette Siff Holmes, Esq.

March 26, 2021

Sarah Blodgett, Executive Director
New Hampshire Judicial Council
25 Capitol St., Room 424
Concord, NH 03301-6312

Re: Support of the Public Defender Program
Proposal to Provide Indigent Defense Services

Dear Director Blodgett:

I understand that the Public Defender Program is submitting a proposal to provide statewide indigent defense services in the next biennium. I write in support of the organization's proposal. As the Administrative Judge of the Circuit Courts in New Hampshire, I have had occasion to work with the Public Defender Program's leadership and to observe the performance of their attorneys regularly.

The Public Defender Program has a long history of providing reliable representation to indigent defendants and juveniles in delinquency cases. The program maintains high standards for the performance of its attorneys. The program actively monitors caseloads and ensures that their attorneys have the time and resources necessary to provide good-quality representation to clients. The attorneys fight hard for their clients' interests, but balance their zealous advocacy with a high degree of professionalism. When a public defender approaches the defense table with a client, the trial judge can rely on the attorney being well trained, knowledgeable, ethical, and prepared. In the rare instances when that has not been the case, the Public Defender Program's leadership has been responsive and swift in addressing our concerns.

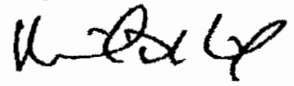
From an administrative standpoint, the Courts benefit by having a public defender program that can provide the large majority of the representation needed by those charged with crimes who cannot afford to pay for their own attorney. In the past 14 years, the Public Defender Program has remained fully open to case intake from the Courts and has declined appointments only when the representation would create a conflict of interest under the Rules of Professional Conduct.

1 Granite Place, Suite N400, Concord, New Hampshire 03301
(603) 271-6418

All in all, the Public Defender has proved itself to be a responsible and credible partner in the criminal and juvenile justice systems in our State, and is worthy of the continued support of the Judicial Council in the process of selection of a service provider in the next two-year period.

If I can provide any additional information, please don't hesitate to contact me.

Very truly yours,



David D. King
Administrative Judge

DDK:lc

OFFICE OF THE
STRAFFORD COUNTY ATTORNEY

Justice & Administration Building
259 County Farm Road, Suite 201
Dover, New Hampshire 03820

COUNTY ATTORNEY
Thomas P. Velardi

VICTIM ASSISTANCE
Nancy L. Harris

March 27, 2021

Sarah Blodgett
New Hampshire Judicial Council
25 Capitol Street, Room 424
Concord, NH 03301-6312

RE: **New Hampshire Public Defender Proposal to provide Indigent Defense Services**

Director Blodgett:

Please accept this letter as strong endorsement of the New Hampshire Public Defender (NHPD), and the proposal it advances to continue to provide legal representation to indigent defendants.

I have worked with lawyers from NHPD since June of 1999 through my years as a prosecutor at the Strafford County Attorney's Office. We have faced each other as adversarial litigants primarily in the Superior Court, but also in the circuit courts. I have also developed a collaborative relationship with managing members of the NHPD, as new criminal justice programs have been developed.

In my capacity as a prosecuting attorney and as a managing attorney of my own office, I have found the NHPD to be an adversary well equipped to represent the interests of its clients. It is quite evident that the training program used by NHPD readies its attorneys for the courtroom, with a strong emphasis on ethical practices. I have compared notes with prosecutors in other states at trainings and there really is no comparison to an NHPD attorney and other states' public defenders. The fact of the matter is that indigent clients in this state are afforded superior legal services to those available to non-indigent clients in many instances.

In my capacity as a member of collaborative teams, I have greatly enjoyed working with the NHPD on committees creating the New Hampshire Rules of Criminal Procedure, a committee to review the New Hampshire Rules of Evidence, and several committees involved in the felonies first initiative. And twice a year, I team up with a former colleague from the NHPD to welcome new members of the bar. In all of these collaborative experiences, the NHPD has offered important input, critique, and dialog to help create the fairest criminal justice playing field for all users of the system.

For all of these reasons, I would urge the Judicial Council to accept the NHPD's proposal to provide indigent defense services to the people of the State of New Hampshire, which is more critical now than ever as we begin to come out of this global pandemic.

Very truly yours,

Thomas P. Velardi

Thomas P. Velardi
Strafford County Attorney

General Phone (603) 749-2808 • Victim Assistance (603) 749-4215 • Domestic Violence Unit Phone (603) 742-2786

General Fax (603) 743-4997 • Domestic Violence Fax (603) 742-2174

The State of New Hampshire

9th Circuit Court - Manchester

35 Amherst Street
Manchester, NH 03101
Telephone: (855) 212-1234
TDD Access: Relay NH (800) 735-2964
www.courts.state.nh.us

WILLIAM H. LYONS
Judge

SUSAN B. CARBON
Judge

MARY A. BARTON
Clerk of Court

March 26, 2021

Sarah Blodgett, Executive Director
NH Judicial Council
25 Capitol St., Room 424
Concord, NH 03301-6312

RE: Letter in Support of the NH Public Defender Program

Dear Ms. Blodgett:

I understand that the New Hampshire Public Defender Program is submitting their application to provide Public Defender representation pursuant to RSA 604-8. I am writing today in support of their program.

As you know, the Manchester District and Family Divisions are amongst the busiest court locations in the state. We receive many applications for court appointed counsel and we assign a high volume of cases to the Public Defender program each week. Since the Court operates several courtrooms each day, Public Defender involvement is constant. Over the last 30+ years, I have had regular contact with the managing attorneys, staff attorneys, and support staff of the local Public Defender office. I have observed their work in the courtrooms and I have had many occasions to view the pleadings they file. The Public Defender program obviously has a strong training program and a particularly keen eye towards hiring attorneys who are truly committed to their work. It has always been my experience that they provide quality representation to the clients they serve. I have never hesitated to advise a defendant to apply for a Public Defender and I have always believed that indigent defendants and juveniles are very well served by the Public Defender program offered in this location.

Please contact me if you have any questions or require any additional information.

Very truly yours,

Mary A. Barton

Mary A. Barton
Clerk

APPENDIX F

NHPD Certificate of Insurance

Client#: 1739328 NEWHAM16

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2021

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
711 E. Main Street
Suite 201
Chicopee, MA 01020

CONTACT NAME: Matt Roberts
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035
E-MAIL ADDRESS: matt.roberts@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B : Columbia Casualty Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Hampshire Public Defender
10 Ferry Street, Suite 434
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY	X		OHVD29993901	07/01/2020	07/01/2021	EACH OCCURRENCE	$1,000,000
	X CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			OHVD29993901	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			OHVD29993901	07/01/2020	07/01/2021	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WHVD24491901	07/01/2020	07/01/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
B	Lawyers Profes. Errors & Omissions			LAS596604369	08/01/2020	08/01/2021	$2,000,000 each claim $2,000,000 each claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

PROOF OF COVERAGE

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

Todd

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APPENDIX G

NHPD Subcontractor Model Agreement

AGREEMENT

This agreement is made and entered into by the New Hampshire Public Defender, (hereinafter "NHPD"), and _____, (hereinafter "Contractor").

WHEREAS, the New Hampshire General Court, has enacted RSA Chapter 604-B to provide for a statewide Public Defender Program; and,

WHEREAS, NHPD has contracted with the Judicial Council of the State of New Hampshire to operate the Public Defender Program; and,

WHEREAS, the contract between the judicial Council and NHPD permits NHPD to subcontract for attorney services to provide representation in Public Defender cases;

NOW THEREFORE, the parties agree as follows:

1. NHPD and Contractor agree that Contractor will provide representation to clients of the Public Defender program on a contract basis for the period _____through _____.

2. The parties understand and agree that in all respects Contractor performs the obligations under this agreement as an independent contractor, not as an employee or agent of NHPD.

3. None of the services called for in this agreement may be sub-contracted outside of contractor's firm. All cases assigned to contractor will be handled directly by Contractor, or will be supervised by Contractor.

4. When Contractor represents a client under this agreement, Contractor may not accept any fee or expense for the representation except as provided under this agreement.

5. Contractor will communicate with NHPD Director of Legal Service Tracy Scavarelli or Managing Attorney _____ regarding case assignments.

6. Contractor may utilize certain NHPD resources in representing clients pursuant

to this agreement for discrete tasks, such as the preparation of the initial case file. All routine case preparation and client representation work shall be the responsibility of the Contractor. Access to expert professional services shall be through the process provided for by RSA 604-A:6.

7. Contractor will provide representation consistent with the Rules of Professional Conduct, paying particular regard to the obligations under Rule 1.6 regarding confidentiality and under Rules 1.7 and 1.9 regarding conflicts of interest. In cases handled under this agreement, Contractor will not represent clients who could not be represented by NHPD, either because of the requirements of Rules 1.7 and 1.9 or by the imputed disqualifications requirements of Rule 1.10.

8. In consideration of the services provided by the contractor, NHPD agrees to pay Contractor on a per-unit basis and shall be compensated according to the Contract Attorney Fee Schedule as established by the New Hampshire Judicial Council. The current rate is $300 per unit; and the current dollar value of a Felony case is $825.

9. The parties agree that contractor shall receive _____units per month. This total may be adjusted by agreement of the parties during the course of the agreement, subject to the requirements of paragraph 12.

10. The parties agree that Contractor shall be assigned (numbers and case type) cases originating in the District and Superior Courts of _____ County.

11. At $300 per unit, ___units per month, for __ months, this agreement envisions payments to the Contractor, if performance under the contract meets expectations of __ units per month and is not terminated sooner than agreed, of approximately $_____. NHPD shall make equal monthly payments of $____ beginning _____and thereafter on the 30th day of every month through_____. If necessary, any monthly payment will be reduced or increased

by the amount necessary to account for actual unit intake, extraordinary case credit awarded, and other factors affecting unit value calculation.

12. Contractor shall provide representation to each client through final disposition of the client's case or cases. Contractor will not withdraw from the representation of a client unless prior notification is given to NHPD Director of Legal Services. Contractor will receive full credit for all representation undertaken on behalf of clients, even when the representation cannot be conducted through final disposition, except in those instances in which withdrawal from a case occurs without the performance of substantive work on behalf of the client. Any determination regarding this provision shall be made by NHPD Director of Legal Services.

13. Following final disposition in each case, Contractor shall submit to NHPD _____ office administrator a closed cased card. Contractor shall send each client a closing letter explaining the outcome of his or her case. Contractor shall maintain all case files until the conclusion of this agreement or until final disposition of any case handled under this agreement, whichever is later, at which time the files shall be turned over to NHPD for storage.

14. When Contractor determines that the demands of a particular case required exceptional time and energy, Contractor may apply to NHPD Executive Director Randy Hawkes for the award of extraordinary case credit. The criteria and procedures shall be the same as those described in the Judicial Council's Extraordinary Case Credit Guidelines.

15. Contractor shall carry professional liability insurance in the amount of $100,000/$300,000 at his own expense.

16. This agreement may be terminated for cause immediately by NHPD through oral or written notice to the contractor. This agreement may be terminated without cause by either party upon thirty days prior notice in writing.

17. This agreement may be extended on the same terms on a month-to-month basis if NHPD and the Contractor agree to do so.

IN WITNESS HEREOF, we have subscribed our hands, as representatives of the parties hereto, on this ____ day of _____, 2021.

FOR CONTRACTOR:

_____

FOR NH PUBLIC DEFENDER:

_____
Randy Hawkes
Executive Director

Attach A2
4/22/21

NEW HAMPSHIRE BAR ASSOCIATION

BOARD OF GOVERNORS

RESOLUTION

WHEREAS, the New Hampshire Constitution provides a right to counsel for those facing a loss of liberty; and

WHEREAS, New Hampshire RSA 604-B establishes the plan for appointment of counsel in indigent criminal cases and other circumstances; and

WHEREAS, the above statute in subsection 604-B:4 authorizes the State, by and through the Judicial Council, (and with the approval of the Governor and Executive Council), to contract with an organization or group of attorneys to provide a Public Defender Program for the State of New Hampshire, so long as the organization or group meets with the approval of the New Hampshire Bar Association as a provider of indigent defense services; and

WHEREAS, the Public Defender Program has requested such approval from the New Hampshire Bar Association; and

WHEREAS, the Board of Governors of the New Hampshire Bar Association has considered this request of the Public Defender Program;

NOW THEREFORE, it is hereby resolved that the Board of Governors of the New Hampshire Bar Association gives its formal approval of the New Hampshire Public Defender Program as an organization created and operated to provide defense representation to indigent defendants in criminal cases, to indigent respondents against sexually violent predator petitions, to indigent defendants in capital murder cases, and to indigent juveniles in delinquency proceedings, in the State of New Hampshire, for the period July 1, 2021 through June 30, 2023.

April 20,2021

Date

President, NHBA