

FEB 22 '22 PM 3:47 RCW 94 xam

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

February 18, 2022

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into a subgrant **retroactive to January 1, 2022**, with the New Hampshire Public Defenders Office, Concord, NH (Vendor #155941-B001), in an amount not to exceed \$75,000, from the U.S. Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program (Byrne JAG), for the purpose of funding a social work advocate to work with defendants in drug-related cases effective January 1, 2022 to June 30, 2023 effective upon Governor and Executive Council approval. 100% Federal Funds.

Funding is available as follows:

02-20-20-201510-4458	<u>FY 2022</u>
Byrne JAG	
072-500575, Grants Federal	\$75,000

EXPLANATION

This item is **retroactive** because the contract was not processed in a timely manner to meet a Governor and Executive Council meeting prior to January 1, 2022.

The Department of Justice requests authorization to award a subgrant to the New Hampshire Public Defenders Office. The funds will be utilized to help fund the salary of a social work advocate whose primary mission is to assist public defender clients in obtaining in-patient or intensive outpatient treatment for drug addiction.

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The Byrne JAG Grant Program is a federal formula grant the Department of Justice receives for the purpose of supporting law enforcement initiatives. For the grant, each state receiving the funds needed to have a five-year strategic plan in place for the grant. In December 2018, a steering committee began work on the strategic plan. Members of the steering committee represented law enforcement, prosecution, courts, public defenders, corrections, parole and probation, and reentry services.

Working in collaboration, the Byrne JAG steering committee formulated a written strategic plan and defined needs for the funding that would best benefit the state. Committee members voted to continue with drug interdiction, by continuing to fund the Department's Drug Task Force, and to provide funds to the New Hampshire Public Defenders Office to hire a social work advocate to further combat the drug crisis.

The social work advocate works with treatment providers throughout New Hampshire and identifies housing options for public defender clients struggling with drug addiction. This position also assists in helping public defender clients meet court ordered requirements. In addition, the social work advocate supervises up to seven social worker interns providing additional services to public defender clients.

In the event that federal funds become no longer available, General Funds will not be requested to support this subgrant item.

Please let me know if you have any questions concerning this request. Thank you for your consideration of this request.

Respectfully submitted,



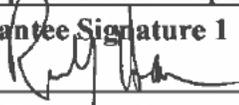
John M. Formella
Attorney General

#3449373

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name New Hampshire Public Defender		1.4. Grantee Address 10 Ferry Street, Suite 434, Concord, NH 03301	
1.5 Grantee Phone # 603-224-1236	1.6. Account Number 02-20-20-201510- 4458-072-500575	1.7. Completion Date 06/30/2023	1.8. Grant Limitation \$ 75,000.00
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number 603-271-1234	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 RANDY HAWKES EXECUTIVE DIRECTOR NHPD	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Takhtmina Rakhmatova</i> Assistant Attorney General, On: 1/27/2022			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. 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 availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
 17. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 19. **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 first above given.
 20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law 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 captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **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.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

1. New Hampshire Public Defender as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed in the Special Conditions, which are subject to annual review.

Subrecipient Initials RA
Date 1/17/22

EXHIBIT A

(2019-DJ-BX-0050)
SPECIAL CONDITIONS

1. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
2. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
4. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly

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rate (excluding travel and subsistence costs), a written prior approval is required . Prior approval requests require additional justification.

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

6. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

7. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from NHDOJ.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by NHDOJ under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to NHDOJ subawards ("subgrants"), see the United States Department of Justice website at <https://DOJ.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the subrecipient ("subgrantee" at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by NHDOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact NHDOJ promptly for clarification.

8. Compliance with DOJ Grants Financial Guide

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1/17/22

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The subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2017 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. Requirements related to "de minimis" indirect cost rate

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

11. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

12. Requirements related to System for Award Management and Unique Entity Identifiers

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

EXHIBIT A

The subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

13. Employment eligibility verification for hiring under the award

1. Any subrecipient at any tier must--Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

A. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

EXHIBIT A

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

14. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that - for purposes of federal grants

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administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

15. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.

Any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "2017 DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the time frames) specified by OJP in the program solicitation or other applicable written

EXHIBIT A

guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojp_trainingguidingprinciples.htm.

19. Effect of failure to address audit issues

The subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F. R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to

EXHIBIT A

program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C. F. R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

24. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds
Any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

EXHIBIT A

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706 , Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - a. it represents that-

EXHIBIT A

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

(2) it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712 including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

EXHIBIT A

30. The subrecipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The subrecipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

31. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs website at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33. **Compliance with 28 C.F.R. Part 23**

With respect to any information technology system funded or supported by funds under this award, any subrecipient at any tier must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the subrecipient may be fined as per 34 U.S.C. 10231(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

34. Subrecipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the

EXHIBIT A

list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

35. Subrecipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

36. The Subrecipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

37. Subrecipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf

38. Subrecipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

39. Subrecipient understands and agrees that, notwithstanding 2 CFR § 200.313 , no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and

EXHIBIT A

certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

40. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

41. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

42. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

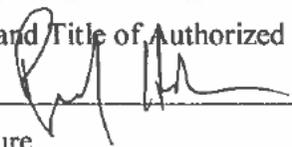
Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

EXHIBIT A

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

I have read and understand all 42 special conditions contained in this document:

RANDY HAWKOS EXECUTIVE DIRECTOR NH PD
Name and Title of Authorized Representative

 1/17/22
Signature Date

NEW HAMPSHIRE PUBLIC DEFENDER 10 FERRY ST. SUITE 434 CONCORD NH 03301
Name and Address of Agency

EXHIBIT B

-SCOPE OF SERVICES-

1. New Hampshire Public Defender as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (DOJ) for expenses incurred and services provided for activities surrounding the purpose of hiring a Social Worker Advocate to assist public defender clients in obtaining inpatient or intensive outpatient treatment for substance use disorder.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov.

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

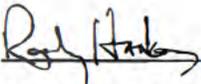
3a. The Subrecipient shall be awarded an amount not to exceed \$75,000.00 of the total Grant Limitation from 1/01/22 to 06/30/23, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to 01/01/22 nor after 06/30/23.

Subrecipient Initials RAA
Date 1/17/22

EXHIBIT D

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I,  [responsible official], certify that
New Hampshire Public Defender [Subrecipient] has completed the EEO reporting tool
certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on
1/21/22 [date]

✓ It is understood that subrecipients which are exempt from filing the EEO Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

Civil Rights Training Requirement for Subrecipients

H.R. MANAGER JILLAN MULROONEY [official that completed training] has completed
the civil rights training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>
on: 1/17/22 [date]. This training must be completed at least once every two
years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights | Grants Management Unit | NH Department of Justice](#)

Subrecipient Discrimination Complaint Process

I further certify that:
NEW HAMPSHIRE PUBLIC DEFENDER [Subrecipient] will
comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT D

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.
- (2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—
 - a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
 - a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT D

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

Subrecipient Initials RV

Date 1/17/22

EXHIBIT D

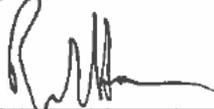
- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

RANDY HAWKES



Name of Authorized Signor

Signature

EXECUTIVE DIRECTOR NHPD

Title of Authorized Signor

1/17/22

Date

EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3)

<http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The New Hampshire Public Defender (Subrecipient) certifies that any funds awarded through grant number 2019-DJ-BX-0050 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The New Hampshire Public Defender (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor: RANDY HAWKES EXECUTIVE DIRECTOR

Signature: 

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice (“Department”) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Subrecipient’s request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, “Disclosure of Lobbying Activities” in accordance with its (and any DOJ awarding agency’s) instructions; and

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Subrecipient Initials RIH

Date 1/17/22

EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Subrecipient or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Subrecipient also must disclose such felony criminal conviction in writing to the Department (for OJP Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Subrecipient is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or

EXHIBIT F

(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

Subrecipients, to OJP at Ojpccompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by---

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about---

(1) The dangers of drug abuse in the workplace;

(2) The Subrecipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

EXHIBIT F

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

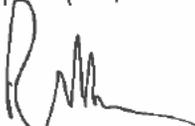
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

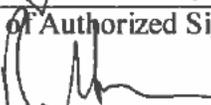
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

RANDY HAWKES



Name of Authorized Signor



Signature

EXECUTIVE DIRECTOR NHPS

Title of Authorized Signor

1/17/22

Date

NEW HAMPSHIRE PUBLIC DEFENDER 10 FERRY ST SUITE 434 CONCORD NH 03301
Name and Address of Agency

Subrecipient Initials RH

Date 1/17/22

EXHIBIT G

Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

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

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

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

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

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

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT G
Certification

Name: _____

Amount: _____

Subrecipient Initials RA

Date 1/17/22

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: **0005638302**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of January A.D. 2022.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

On January 10, 2022 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 Grant Agreement with the State of New Hampshire Department of Justice that will enable NHPD to provide additional services for indigent clients afflicted with substance use disorder. Grant funding in the amount of seventy-five thousand dollars (\$75,000) will be used to defray expenses incurred in hiring and employing a social worker for the period January 1, 2022 through June 30, 2023.

RESOLVED: That Randy Hawkes, Executive Director of New Hampshire Public Defender, is given full authority to execute any and all documents necessary to enter into this Agreement.

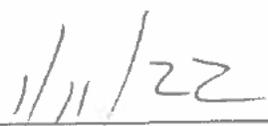
I certify that these resolutions, having been duly adopted by vote of the Board of Directors of the New Hampshire Public Defender, remain in full force and effect, and have not been revoked, rescinded, or modified.

I further certify that Randy Hawkes is the Executive Director of the New Hampshire Public Defender and is still qualified and serving in that capacity.

By:



Risa Evans, Secretary



Date

Technology Assigned Risk

**800 Superior Avenue East, 21st Floor
Cleveland, OH 44114**

**WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY**

ASSIGNED RISK POLICY

WC 00 00 01 C
1 of 1
INFORMATION PAGE - AR

NCCI Carrier Code: **39071**

Policy Number: TARNH1043572-00
Renewal of: NEW

1. Insured: **New Hampshire Public Defender Inc**
Attn: Jill Mulrooney
10 Ferry St Ste 425
Concord, NH 03301

Sole Proprietor Partnership
 Corporation

Other workplaces not shown above:
See Extension of Information Page.

Producer: **USI INSURANCE SERVICES LLC**
711 E MAIN ST STE 201
CHICOPEE, MA. 01020-8307

Federal Tax ID: **020388924**
NAICS code: **541110**
Risk ID Number: **280214361**

Binder Number: **28-39071-21176-195184**

2. The policy period is from **7/1/2021** to **7/1/2022 12:01 a.m.** at the insured's mailing address.

3. A. **Workers Compensation Insurance:** Part One of the policy applies to the Workers Compensation Law of the states listed here: **NH**
- B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
- | <u>Bodily Injury by Accident</u> | <u>Bodily Injury by Disease</u> | <u>Bodily Injury by Disease</u> |
|----------------------------------|---------------------------------|---------------------------------|
| \$500,000 each accident | \$500,000 policy limit | \$500,000 each employee |
- C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:
Reference Endorsement WC 00 03 26 A
- D. This policy includes these endorsements and schedules: **See Schedule of Forms**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page for Classification Information

TOTAL ESTIMATED POLICY PREMIUM	\$57,080.00
STATE ASSESSMENT	\$0.00
TOTAL ESTIMATED COST	\$57,080.00
Minimum Premium	\$214.00

Issue Date: **6/28/2021**

Hera M Chapman
Countersigned by: _____
Authorized Representative



NEW HAMPSHIRE PUBLIC DEFENDER

FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 and 2020
TOGETHER WITH
INDEPENDENT AUDITOR'S REPORT

November 8, 2021

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, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the 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, 2021 and 2020, 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.

NEW HAMPSHIRE PUBLIC DEFENDER
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

ASSETS

	<u>2021</u>	<u>2020</u>
<u>Assets</u>		
Cash	\$ 4,826,156	\$ 4,382,599
Government Contract Receivable	-	23,751,832
Deposits and Other Receivables	43,505	51,674
Prepaid Expenses	544,135	543,219
Equipment, Leasehold Improvements and Property Held Under Capital Leases, Net of Accumulated Depreciation	726,162	480,248
Law Library	34,523	64,523
TOTAL ASSETS	<u>\$ 6,174,481</u>	<u>\$ 29,274,095</u>

LIABILITIES AND NET ASSETS

<u>Liabilities</u>		
Accounts Payable – State of New Hampshire	\$ 728,771	\$ -
Accounts Payable	130,637	56,022
Note Payable	-	3,056,242
Obligations under Capital Lease	-	39,120
Salaries Payable	438,100	389,300
Payroll Taxes Payable	32,230	28,590
Other Accrued Expenses	108,332	94,939
Accrued Annual Leave	679,710	625,794
Total Liabilities	<u>\$ 2,117,780</u>	<u>\$ 4,290,007</u>
 Net Assets		
Without Donor Restrictions	\$ 3,296,016	\$ 687,485
With Donor Restrictions	760,685	24,296,603
Total Net Assets	<u>\$ 4,056,701</u>	<u>\$ 24,984,088</u>
 TOTAL LIABILITIES AND NET ASSETS	<u>\$ 6,174,481</u>	<u>\$ 29,274,095</u>

SEE NOTES TO FINANCIAL STATEMENTS

**NEW HAMPSHIRE PUBLIC DEFENDER
STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

	2021	2020
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
<u>Revenues and gains</u>		
State Contract	\$ -	\$ 23,119,355
Other Income	3,328,098	-
Interest Income	17,535	28,309
Total Revenues and Gains Without Donor Restrictions	3,345,633	23,147,664
<u>Net Assets Released from restrictions</u>		
Expiration of program restrictions	23,751,832	-
Total Net Assets Released from Restrictions	23,751,832	-
Total Revenues, Gains and Other Support Without Donor Restrictions	27,097,465	23,147,664
<u>Expenses</u>		
Program services	21,938,952	21,332,724
Administrative	1,575,297	1,418,933
	23,514,249	22,751,657
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	3,583,216	396,007
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
State contract	-	23,751,832
Return to State of New Hampshire - Unused Grant	(728,771)	-
Net assets released from restrictions	(23,751,832)	-
Reduction in law library	(30,000)	-
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	(24,510,603)	23,751,832
INCREASE (DECREASE) IN NET ASSETS	(20,927,387)	24,147,839
NET ASSETS AT THE BEGINNING OF THE YEAR	24,984,088	836,249
NET ASSETS AT THE END OF THE YEAR	\$ 4,056,701	\$ 24,984,088

SEE NOTES TO FINANCIAL STATEMENTS

NEW HAMPSHIRE PUBLIC DEFENDER
STATEMENTS OF FUNCTIONAL EXPENSES
FOR ITS YEARS ENDED JUNE 30,2021 AND 2020

	Program		2021	Program		2020
	<u>Services</u>	<u>Administrative</u>	<u>Total</u>	<u>Services</u>	<u>Administrative</u>	<u>Total</u>
<u>Expenses</u>						
Personal Services	\$ 13,915,127	\$ 1,074,816	\$ 14,989,943	\$ 13,431,604	\$ 969,699	\$ 14,401,303
Payroll Taxes	1,059,638	79,536	1,139,174	1,016,789	73,697	1,090,486
Fringe Benefits	3,756,081	290,200	4,046,281	3,807,276	264,751	4,072,027
Insurance –Workers Compensation	44,878	2,843	47,721	36,949	3,039	39,988
Rent and Storage	1,323,063	59,212	1,382,275	1,298,427	52,769	1,351,196
Telephone	185,195	11,731	196,926	177,012	12,712	189,724
Travel	38,301	13,423	51,724	198,226	9,178	207,404
Repairs & Maintenance	285,705	5,831	291,536	195,989	820	196,809
Insurance -Malpractice/General	53,958	2,193	56,151	52,474	1,054	53,528
Training	12,546	510	13,056	70,784	4,518	75,302
Office Supplies	60,893	3,857	64,750	46,740	2,460	49,200
Other office Expense	426,797	15,633	442,430	222,051	11,220	233,271
Library	22,300	906	23,206	46,851	924	47,775
Utilities	104,271	6,597	110,868	115,932	6,750	122,682
Dues and Licenses	76,526	3,111	79,637	73,517	2,825	76,342
Contract Services	195,715	-	195,715	222,147	-	222,147
Professional Services	113,458	4,898	118,356	71,075	2,517	73,592
Interest	3,260	-	3,260	8,040	-	8,040
Depreciation	261,240	-	261,240	240,841	-	240,841
Total Expenses	\$ 21,938,952	\$ 1,575,297	\$ 23,514,249	\$ 21,332,724	\$ 1,418,933	\$ 22,751,657

SEE NOTES TO FINANCIAL STATEMENTS

NEW HAMPSHIRE PUBLIC DEFENDER
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<u>Cash Flows from Operating Activities</u>		
Increase (Decrease) in Net Assets	\$ (20,927,387)	\$ 24,147,839
Adjustments to Reconcile Increase (Decrease) in Net Assets to Net Cash Flows Provided By (Used In) Operating Activities		
<u>Non-cash items:</u>		
Depreciation	261,240	240,841
Debt Forgiveness	(3,056,242)	-
Law Library	30,000	-
Changes in Assets and Liabilities		
(Increase) Decrease in:		
Government Contract Receivable	23,751,832	(23,751,832)
Deposits and Other Receivables	8,169	1,187
Prepaid Expenses	(916)	(71,720)
Increase (Decrease) in:		
Accounts Payable	803,386	(497,479)
Accrued Expenses	119,749	(387,455)
	989,831	(318,619)
<u>Cash Flows from Investing Activities</u>		
Cash (Used) to Purchase Equipment and Leasehold Improvements	(507,154)	(9,708)
<u>Cash Flows from Financing Activities</u>		
Borrowing on Note Payable	-	3,056,242
Repayment of Capital Lease Obligation	(39,120)	(94,464)
Net Cash Provided By (Used In) Financing Activities	(39,120)	2,961,778
Increase (Decrease) in Cash	443,557	2,633,451
Cash at Beginning of Year	4,382,599	1,749,148
Cash at End of Year	\$ 4,826,156	\$ 4,382,599
Supplemental Disclosures		
Interest Paid	\$ 3,260	\$ 8,040

SEE NOTES TO FINANCIAL STATEMENTS

NEW HAMPSHIRE PUBLIC DEFENDER
NOTES TO FINANCIAL STATEMENTS
FOR ITS YEARS ENDED JUNE 30, 2021 and 2020

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 a two-year contract from the New Hampshire Judicial Council which is an executive branch agency of the State of New Hampshire.

2. Summary of Significant Accounting Policies

General

This summary of significant accounting policies of NHPD is presented to assist in understanding the financial statements. The financial statements and notes are representations of the organization's management, who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the presentation of the financial statements.

Basis of Presentation

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

NHPD reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restriction and net assets with donor restriction.

- a) Net Assets Without Donor Restriction – Net assets that are not subject to donor-imposed stipulations.
- b) Net Assets With Donor Restriction – Net assets whose use is limited by donor-imposed time and/or purpose restrictions.

Revenues

NHPD's State contract covers a two-year period. In the first year of the contract, the entire contract is reported as revenues by reporting half as an increase in net assets without restrictions and half as an increase in net assets with restrictions. In the second year, the expiration of the restrictions occurs which requires a reclassification between the applicable classes of net assets.

Interest, investment gains (losses), and other assets and liabilities are reported as increases or decreases in net assets without restrictions unless their use is restricted.

Other revenues are reported as increases or decreases in net assets without restrictions unless their use is restricted.

Use of Estimates

The preparation 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 and disclosures. 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.

NEW HAMPSHIRE PUBLIC DEFENDER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
FOR ITS YEARS ENDED JUNE 30, 2021 and 2020

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	5-10 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:

<u>Equipment, Leasehold Improvements and Capital Lease</u>	<u>2021</u>	<u>2020</u>
<u>Equipment and Leasehold Improvements</u>		
Computer and Office Equipment	\$ 990,634	\$ 666,685
Leasehold Improvements	1,204,248	1,122,825
Less Accumulated Depreciation	<u>(1,531,839)</u>	<u>(1,414,460)</u>
Net Equipment and Leasehold Improvements	<u>663,043</u>	<u>375,050</u>
<u>Capital Lease</u>		
Property Held Under Capital Lease	332,054	332,054
Less Accumulated Depreciation	<u>(268,935)</u>	<u>(226,856)</u>
Net Property Held Under Capital Lease	<u>63,119</u>	<u>105,198</u>
Total	<u>\$ 726,162</u>	<u>\$ 480,248</u>

Depreciation expense includes the depreciation of assets held under capital leases. Depreciation expense was \$261,240 and \$240,841 for its years ended June 30, 2021 and 2020.

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. In 2021 management estimated \$30,000 of its law library is obsolete and accordingly the law library has been reduced by \$30,000.

NEW HAMPSHIRE PUBLIC DEFENDER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
FOR ITS YEARS ENDED JUNE 30, 2021 and 2020

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.

	<u>2021</u>	<u>2020</u>
Financial assets at year-end	\$ 4,826,156	\$ 28,134,431
Less those unavailable for general expenditures within one year, due to:		
Surplus for unexpended State Contract	728,771	-
Financial assets available to meet cash needs for general expenditure within one year	\$ 4,097,385	\$ 28,134,431

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 expenditures 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 had 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 were 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. As of May 21, 2021, the SBA has forgiven the entire \$3,056,242 loan balance. The forgiveness is reflected in other revenue in the financial statements.

5. Obligations Under Capital Lease

	<u>2021</u>	<u>2020</u>
Capital Leases Payable to Winthrop Resources Corporation		
The first lease requires 60 monthly principal and interest payments of \$2,218 with interest imputed at 4.25%, secured by Omni Cubes, expires August 2020	\$ -	\$ 4,056
The second lease requires 36 monthly principal and interest payments of \$6,234 with interest imputed at 5.5%, secured by computer equipment, expires December 2020	-	35,064
Total	\$ -	\$ 39,120

NEW HAMPSHIRE PUBLIC DEFENDER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
FOR ITS YEARS ENDED JUNE 30, 2021 and 2020

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:

<u>Year Ending June 30, 2021</u>	<u>Total Estimated Annual Lease Commitments</u>
2022	\$ 1,117,812
2023	\$ 1,098,659
2024	\$ 953,603
2025	\$ 696,606
2026	\$ 646,292

Rent expense, excluding storage, was \$1,382,275 and \$1,351,196 for its years ended 2021 and 2020, respectively.

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

Equipment lease expense was \$ 93,334 and \$ 60,852 for its year ended 2021 and 2020, 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 \$ 679,710 and \$ 625,794 for its years ended June 30, 2021 and 2020.

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, 2021, 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, 2021, those years are 2018 through 2021.

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 \$287,274 and \$254,849 for its years ended June 30, 2021 and 2020, respectively.

NEW HAMPSHIRE PUBLIC DEFENDER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
FOR ITS YEARS ENDED JUNE 30, 2021 and 2020

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. On June 7, 2021 the contract was renewed for an additional two years, expiring on June 30, 2023.

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, 2021, and 2020, the receivable is \$0 and \$23,751,832 respectively.

11. Other Revenue

	<u>2021</u>	<u>2020</u>
Debt forgiveness – note payable due to the Small Business Administration (see note 4)	\$ 3,056,242	\$ -
The Governor’s Office for Emergency Relief and Recovery funding which reimburses NHPD for technology expenditures incurred for operational changes necessitated by the covid-19 pandemic.	<u>271,856</u>	<u>-</u>
Total	<u>\$ 3,328,098</u>	<u>\$ -</u>

12. Accounts Payable – State of New Hampshire (Unused Grant)

The State contract, provided by the Judicial Council, requires NHPD to return its unused grant funds which, as of June 30, 2021, is \$728,711. In 2020 NHPD borrowed \$3,056,242 from the Small Business Administration (SBA) as part of the Coronavirus Aid Relief and Economic Security Act’s Paycheck Protection Plan (PPP). These funds were used to pay NHPD’s payroll, rent and utilities. Accordingly, NHPD did not use its grant funds for those expenses. Management has consulted with an attorney to determine if the \$3,056,242 should be considered as part of the unused grant. The attorney could not reach a conclusion nor provide an opinion because of a lack of available legal precedent. NHPD informed the NH Judicial Council regarding the \$3,056,242 and as of November 8, 2021 the Council has not determined if they will seek reimbursement. Accordingly, the financial statements do not reflect the additional \$3,056,242 as a liability.

13. Subsequent Events

Management has evaluated subsequent events through November 8, 2021, 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.

NHPD Board of Directors 2022

Cathy Green, President, member of finance committee

Risa Evans, Secretary

Steve Gordon

Peg O'Brien

Richard Guerriero, member of finance committee

Mike Iacopino*, member of finance committee

Phil Waystack*

Kim Weibrecht*, member of finance committee

Pam Phelan

*appointed by the Board of Governors of the NH Bar Association
(pursuant to NHPD's Art. Of Incorporation, as amended 6.4.1985)

Salaries of key personnel primarily responsible for meeting the terms and conditions of the agreement:

Mary Hawkes, Director of Investigators, Social Workers, and Interns \$94,360

Tracy Scavarelli, Director of Legal Services \$100,360

Cher Hart, Business Manager \$76,468

Adrienne Bradshaw, MSW \$52,776

Resumes attached

Mary B. Hawkes

(personal information redacted per instruction)

Bar Memberships: 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

Legal Experience:

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

Tracy A. Scavarelli

(personal information redacted per instruction)

PROFESSIONAL EXPERIENCE:

- 2/2008 – present **New Hampshire Public Defender**
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

Cher Hart

(personal information redacted per instruction)

BUSINESS MANAGER

Position Summary: Working closely with the Executive Director, the Business Manager ensures efficient and effective support for NHPD's direct client services through management of the Program's business and financial operations. The Business Manager works collaboratively with other directors and senior managers in assessing the financial impact of organizational decisions.

KEY RESPONSIBILITIES

Financial Operations

- Works closely with the Executive Director to project the funding required to meet staffing and legal services estimates in preparing NHPD's biennial operating budgets. Helps develop the statistical and financial information necessary for NHPD to effectively make its case to the Judicial Council and to the State Legislature when seeking program funding.
- Supervises Accounts Payable
- Payroll: Maintains employee records, processes bi-weekly payroll, generates *ad hoc* reports as necessary for annual audit, budgetary planning, or upon request from Directors
- Reviews and analyzes program expenditures against budgeted expenses at least monthly and implement cost-saving measures or controls where needed. Ensures that quarterly financial statements are provided to the Finance Committee, the Board of Directors and State agencies along with any other requested information.
- Implements rigorous internal controls and financial reporting procedures to safeguard the integrity of NHPD's financial operations and the security of its assets. Such controls and procedures to address banking operations (including electronic transactions) and the security of program funds and investments; credit card access and use; accounting and payroll data systems and related backup storage; and asset inventory. Monitors and approves all capital and consumable supply requests and all travel and miscellaneous expenses for reimbursement.
- Oversees data collection to prepare for annual financial and Retirement Plan audits and cooperates with independent auditors in their review of financial statements and accounts. Ensures timely filing of tax returns as well as annual Form 990 return, Charitable Trust filing with the NH Department of Justice and other required State and Federal filing.

Adrienne Bradshaw

Objective: Near-graduating MSW student with strong communication skills, experience in research, program evaluation, data analysis, case management, assessments, and interventions seeking to obtain employment in the legal mental health environment.

Education:

BACHELOR OF THE ARTS | 08/2009-12/2013 | SOUTHEASTERN LOUISIANA UNIVERSITY

MAJOR: ENGLISH LITERATURE & LANGUAGE

MASTER'S DEGREE | 08/2020-12/2021 | TULANE SCHOOL OF SOCIAL WORK

MAJOR: SOCIAL WORK

- CERTIFICATION PROGRAM: MENTAL HEALTH, ADDICTION, AND FAMILY
- PHI ALPHA HONOR SOCIETY
- EXTRACURRICULAR COURSES COMPLETED INCLUDE TREATMENT OF DEPRESSION AND ANXIETY, CLINICAL TREATMENT WITH CHILDREN & ADOLESCENTS, AND CLINICAL PRACTICE IN ADDICTION.
- COMPLETED SOCIAL WELFARE & POLICY, DIVERSITY & SOCIAL JUSTICE, HBSE I & II, COMMUNITY ORGANIZING AND POLICY ADVOCACY, METHODS I & II, ADVANCED METHODS I & II, PROGRAM EVALUATION, DATA ANALYSIS & INTERPRETATION, AND PSYCHOPATHOLOGY AND THE DSM-5.

Hard Skills

- Microsoft Office
- Google Drive
- Zoom
- Writing
- Presentations
- Assessments & Evaluations
- Creating Treatment Plans & Interventions
- Research, Program Evaluation, and Data Analysis
- Crisis Management
- Policy Adherence
- Mandated Reporter Training

Soft Skills

- Willingness to learn
- Collaboration
- Integrity & Accountability
- Organization
- Teamwork
- Critical-thinking
- Problem-solving
- Effective Communication
- Dependability

Professional Experience

SOCIAL WORK INTERN | ORLEANS PUBLIC DEFENDERS | 01/21 TO PRESENT

- Case Management (including referrals to inpatient substance use treatment, IOP, sober living, FACT, etc.)
- Intake evaluations and assessments
- Records requests
- SMART goals
- Psychoeducation
- Crisis Intervention
- Legal Case Mitigation
- Biopsychosocial Assessments
- Program Evaluation Research

SECRETARY OF HEART HEALTH | NORTH OAKS MEDICAL CENTER | 11/2018 TO 7/2020

- Check-in patients for different cardiology procedures
- Complete chart audits
- Assist in electrocardiogram orders, such as scanning final results
- Track Cath Lab procedures via Excel spreadsheets
- Manage department phone calls
- Email/phone correspondence
- Assist patients & family members
- Order department supplies & track department stock
- Assist revenue integrity in charging & financial matters of the cardiology department
- General administrative duties

UNIT SECRETARY | NORTH OAKS MEDICAL CENTER | 06/2015 TO 12/2016

- Manage unit & patient phone calls
- Email/phone correspondence
- Audit
- Daily unit checklist
- Assist patients & family members
- Schedule outpatient appointments & procedures

CUSTOMER SERVICE REPRESENTATIVE | THE COCOA BEAN BAKERY | 06/2007 TO 05/2014

- Obtain & verify orders
- Email/phone correspondence
- Schedule appointments
- Walk-in customer service
- Fulfill orders
- Check inventory of items in house

Volunteering

- CASA - Court Appointed Special Advocate
- HOT Team - North Oaks Medical Center Volunteer