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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

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CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL

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June 7, 2023

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 with the New Hampshire Public Defenders Office, Concord, NH (Vendor #155941-B001), in an amount not to exceed \$50,000, 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 supporting a social worker to work with defendants in drug-related cases effective upon Governor and Executive Council approval or July 1, 2023, whichever is later, to June 30, 2024. 100% Federal Funds.

Funds are anticipated to be available in the following account for Fiscal Year 2024 upon the continued appropriation of funds in the future operating budget as follows:

02-20-20-201510-4458	<u>FY 2024</u>
<u>Byrne JAG</u>	
072-500575, Grants Federal	\$50,000

EXPLANATION

The Department of Justice requests authorization to award a subgrant to the New Hampshire Public Defenders Office (NHPDO). The funds will be utilized to help support a Master Social Work Advocate (MSW) whose primary mission is to assist public defender clients in obtaining in-patient or intensive outpatient treatment for drug addiction.

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

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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

#4054757

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 02-20-20-201510-445 8-072-500575	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$50,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
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 <i>Miriam B. Hawkes</i>		1.12. Name & Title of Grantee Signor 1 Miriam B. Hawkes, Director of Client Services	
Grantee Signature 2 <i>Sarah Rothman</i>		Name & Title of Grantee Signor 2 Sarah Rothman, Executive Director	
Grantee Signature 3 <i>Amy Mailhot</i>		Name & Title of Grantee Signor 3 Amy Mailhot, Director of Finance	
1.13. State Agency Signature(s) Kathleen Carr		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>Jill Perlow</i>		Assistant Attorney General, On: / / 5/15/23	
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,
- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. 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.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. 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.
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. 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.
- 12.2. 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 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.
- 12.3. 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.
- 12.4. **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 assignees. 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.

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-SPECIAL PROVISIONS-

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 below, which are subject to annual review.

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

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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 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 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP 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 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain – typically for a period of 3 years from the

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date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) 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 OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

8. 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 200.1) 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 recipient'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.

9. 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 recipient 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.

10. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ")

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may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) 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 lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

11. 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 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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Currently, 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, currently, 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 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

12. 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.

13. 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."

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

Any subrecipient at any tier 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 recipient 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.

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15. 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 "Postaward Requirements" in the "DOJ Grants Financial Guide").

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

The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17. 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.

18. 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.

The recipient, and any subrecipient at any tier, must make determinations of suitability before

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certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

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.

19. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

20. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

21. 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

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establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

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, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.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.

23. Potential imposition of additional requirements

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 recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

24. Employment eligibility verification for hiring under the award

1. Any subrecipient at any tier must--

A. 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).

B. Notify all persons associated with the recipient (or 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) 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).

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.

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, the recipient (or 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 recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final

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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).

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 E-VerifyEmployerAgent@dhs.gov.

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

25. 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.

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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—
 - (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
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. 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

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agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

26. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

27. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28. Requirements related to System for Award Management and Universal Identifier Requirements

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

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The recipient 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 <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award 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).

29. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP 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. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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 these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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

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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 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 <https://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.

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

The recipient, and 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 recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://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.

32. 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 scope requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

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33. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881.(fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 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 (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award 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).

35. The recipient 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 recipient 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).

36. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

37. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

38. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

39. Avoidance of duplication of networks

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

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communication backbone to achieve interstate connectivity, unless the recipient 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.

40. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and 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 recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

41. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

42. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

43. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

44. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

45. Law enforcement task forces - required training

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Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

46. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.
47. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the

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activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

48. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest,

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may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

49. All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

50. 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.

51. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

52. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency

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to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

53. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

54. Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

55. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks – including 18 U.S.C. 922 and 34 U.S.C. ch. 409 – if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and – when appropriate – promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

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56. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

57. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

58. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support U.S.

59. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by

EXHIBIT A

another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update), and are incorporated by reference here.

60. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on- civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

61. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

EXHIBIT B

-SCOPE OF SERVICES-

1. The 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 C. 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
603-271-1261 or Kathryn.E.Fisher@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 G-1 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$50,000 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 07/01/2023 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Mary B Hawkes [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 4/14/23 [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.

EEO Training Requirements for Subrecipients

Exempt [official that completed training] has completed the EEO training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: _____ [date]. The EEO 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 publicly 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—

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.

Mary B. Hawkes

Name of Authorized Signor

Director of Client Services

Title of Authorized Signor


Signature

4/14/23

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. 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 **15PBJA-21-GG-00281-JAGX** 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: Mary B Hawkes, Director of Client Services

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

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 Ojpcompliancereporting@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.

Mary B Hawkes
Name of Authorized Signor

Director of Client Services
Title of Authorized Signor


Signature

4/14/23
Date

New Hampshire Public Defender, 10 Ferry St, Ste 434, Concord, NH 03301
Name and Address of Agency

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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 (SAM #)
- 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.

MUSA

4/14/23

EXHIBIT G
Certification

Mary B. Hawkes
Name of Authorized Signor

Director of Client Services
Title of Authorized Signor

Mary B. Hawkes
Signature

4/14/23
Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity ID (SAM) number for your entity is: FDCHS51AUAL8

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

NO

YES

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

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

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

NO

YES

If the answer to #3 above is YES, stop

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

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

EXHIBIT G
Certification

Name: _____

Amount: _____

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 83694

Certificate Number: 0005314897



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

Certificate of Authority

On April 14, 2023, Sarah Rothman, Executive Director of the New Hampshire Public Defender (NHPD), authorized and gave full authority to Mary B Hawkes, Director of Client Services at NHPD, to execute any and all documents necessary to enter into a grant agreement with the State of New Hampshire Department of Justice. The grant funding provided in the agreement, in the amount of 50,000 per year, will be used to defray expenses of employing a social worker to assist NHPD's indigent clients in accessing substance-use related treatment and resources.

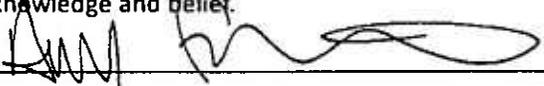
Certified by: 
Sarah Rothman, Executive Director

Date: 4/20/2023

State of New Hampshire, County of Merrimack

On April 20th, 2023, Sarah Rothman personally appeared before me and made oath that the statements contained therein are true to the best of his/her knowledge and belief.

My Commission Expires April 6, 2027



Signature of Notarial Officer/Title



Client#: 1739328

NEWHAM16

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 333 Glen Street, Suite 302 Glens Falls, NY 12801 855 874-0123	CONTACT NAME: Michelle Arsenault PHONE (A/C, No, Ext): 413-750-4407 E-MAIL ADDRESS: michelle.arsenault@usi.com	FAX (A/C, No): 484-652-5167
	INSURER(S) AFFORDING COVERAGE	
INSURED New Hampshire Public Defender Inc 10 Ferry Street, Suite 434 Concord, NH 03301	INSURER A : Selective Insurance Co of the Southeast	NAIC # 39926
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			S2444686	07/01/2022	07/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$Included
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPOP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			S2444686	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$NIL			S2444686	07/01/2022	07/01/2023	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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: TARNH1043572-01

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

Renewal of: TARNH1043572-00

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. 01020-6307

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

Binder Number: 28-39071-21176-195184

2. The policy period is from 7/1/2022 to 7/1/2023 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	\$48,692.00
STATE ASSESSMENT	\$0.00
TOTAL ESTIMATED COST	\$48,692.00
Minimum Premium	\$205.00

Issue Date: 6/15/2022

Countersigned by: *Kara M Chapman*
Authorized Representative



NEW HAMPSHIRE PUBLIC DEFENDER
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 and 2021
TOGETHER WITH
INDEPENDENT AUDITOR'S REPORT

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

September 22, 2022

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors,
New Hampshire Public Defender:

Opinion

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, 2022 and 2021, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of New Hampshire Public Defender as of June 30, 2022 and 2021, 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.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of New Hampshire Public Defender and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management 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, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Public Defender's ability to continue as going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 New Hampshire Defender's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Public Defender's ability to continue as going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Dugdale, Livols & Wood, P.C.

NEW HAMPSHIRE PUBLIC DEFENDER
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

ASSETS

	<u>2022</u>	<u>2021</u>
<u>Assets</u>		
Cash	\$ 4,940,171	\$ 4,826,156
Government Contract Receivable	25,593,545	-
Deposits and Other Receivables	42,880	43,505
Prepaid Expenses	250,316	544,135
Equipment, Leasehold Improvements and Property Held Under Capital Leases, Net of Accumulated Depreciation	521,134	726,162
Law Library	34,523	34,523
TOTAL ASSETS	<u>\$ 31,382,569</u>	<u>\$ 6,174,481</u>

LIABILITIES AND NET ASSETS

<u>Liabilities</u>		
Accounts Payable – State of New Hampshire	\$ -	\$ 728,771
Accounts Payable	52,411	130,637
Salaries Payable	567,300	438,100
Payroll Taxes Payable	41,970	32,230
Other Accrued Expenses	113,671	108,332
Accrued Annual Leave	642,227	679,710
Deferred Revenue	25,899,032	-
Total Liabilities	<u>\$ 27,316,611</u>	<u>\$ 2,117,780</u>
<u>Net Assets</u>		
Without Donor Restrictions	\$ 3,815,788	\$ 3,296,016
With Donor Restrictions	250,170	760,685
Total Net Assets	<u>\$ 4,065,958</u>	<u>\$ 4,056,701</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 31,382,569</u>	 <u>\$ 6,174,481</u>

SEE NOTES TO FINANCIAL STATEMENTS

**NEW HAMPSHIRE PUBLIC DEFENDER
STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	2022	2021
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
<u>Revenues and gains</u>		
State Contract	\$ 23,906,773	\$ 24,119,530
Other Income	184,725	3,328,098
Interest Income	9,257	17,535
Total Revenues and Gains Without Donor Restrictions	24,100,755	27,465,163
<u>Net Assets Released from restrictions</u>		
Expiration of program restrictions	-	-
Total Net Assets Released from Restrictions	-	-
Total Revenues, Gains and Other Support Without Donor Restrictions	24,100,755	27,465,163
<u>Expenses</u>		
Program services	22,491,765	21,938,952
Administrative	1,599,733	1,575,297
	24,091,498	23,514,249
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	9,257	3,950,914
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Return to State of New Hampshire - Unused Grant	-	(728,771)
Reduction in law library	-	(30,000)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	-	(758,771)
INCREASE (DECREASE) IN NET ASSETS	9,257	3,192,143
NET ASSETS AT THE BEGINNING OF THE YEAR	4,056,701	
As Previously Stated:		24,984,088
Corrected for Deferred Revenue		(24,119,530)
As Restated		864,558
NET ASSETS AT THE END OF THE YEAR	\$ 4,065,958	\$ 4,056,701

SEE NOTES TO FINANCIAL STATEMENTS

**NEW HAMPSHIRE PUBLIC DEFENDER
STATEMENTS OF FUNCTIONAL EXPENSES
FOR ITS YEARS ENDED JUNE 30, 2022 AND 2021**

	2022			2021		
	Program <u>Services</u>	<u>Administrative</u>	<u>Total</u>	Program <u>Services</u>	<u>Administrative</u>	<u>Total</u>
Expenses						
Personal Services	\$ 14,315,195	\$ 1,081,907	\$ 15,397,102	\$ 13,915,127	\$ 1,074,816	\$ 14,989,943
Payroll Taxes	1,086,811	82,225	1,169,036	1,059,638	79,536	1,139,174
Fringe Benefits	4,037,557	302,934	4,340,491	3,756,081	290,200	4,046,281
Insurance - Workers Compensation	56,562	4,275	60,837	44,878	2,843	47,721
Rent and Storage	1,322,137	59,332	1,381,469	1,323,063	59,212	1,382,275
Telephone	181,018	11,554	192,572	185,195	11,731	196,926
Travel	152,211	9,715	161,926	38,301	13,423	51,724
Repairs & Maintenance	230,037	1,389	231,426	285,705	5,831	291,536
Insurance - Malpractice/General	43,752	2,793	46,545	53,958	2,193	56,151
Training	41,706	2,662	44,368	12,546	510	13,056
Office Supplies	52,479	3,350	55,829	60,893	3,857	64,750
Other office Expense	256,852	19,074	275,926	426,797	15,633	442,430
Library	34,475	2,200	36,675	22,300	906	23,206
Utilities	123,318	7,871	131,189	104,271	6,597	110,868
Dues and Licenses	73,494	3,523	77,017	76,526	3,111	79,637
Contract Services	85,590	-	85,590	195,715	-	195,715
Professional Services	119,201	4,929	124,130	113,458	4,898	118,356
Interest	-	-	-	3,260	-	3,260
Depreciation	279,370	-	279,370	261,240	-	261,240
Total Expenses	\$ 22,491,765	\$ 1,599,733	\$ 24,091,498	\$ 21,938,952	\$ 1,575,297	\$ 23,514,249

SEE NOTES TO FINANCIAL STATEMENTS

NEW HAMPSHIRE PUBLIC DEFENDER
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
<u>Cash Flows from Operating Activities</u>		
Increase (Decrease) in Net Assets	\$ 9,257	\$ 3,192,143
Adjustments to Reconcile Increase (Decrease) in Net Assets to Net Cash Flows Provided By (Used In) Operating Activities		
<u>Non-cash items:</u>		
Depreciation	279,370	261,240
Debt Forgiveness	-	(3,056,242)
Law Library	-	30,000
Changes in Assets and Liabilities		
(Increase) Decrease in:		
Government Contract Receivable	(25,593,545)	23,751,832
Deposits and Other Receivables	625	8,169
Prepaid Expenses	293,819	(916)
Increase (Decrease) in:		
Accounts Payable	(806,996)	803,386
Accrued Expenses	106,796	119,749
Deferred revenue	<u>25,899,032</u>	<u>(24,119,530)</u>
Net Cash Provided By (Used In) Operating Activities	<u>188,358</u>	<u>989,831</u>
<u>Cash Flows from Investing Activities</u>		
Cash (Used) to Purchase Equipment and Leasehold Improvements	<u>(74,343)</u>	<u>(507,154)</u>
<u>Cash Flows from Financing Activities</u>		
Borrowing on Note Payable	-	-
Repayment of Capital Lease Obligation	-	(39,120)
Net Cash Provided By (Used In) Financing Activities	<u>-</u>	<u>(39,120)</u>
Increase (Decrease) in Cash	114,015	443,557
Cash at Beginning of Year	<u>4,826,156</u>	<u>4,382,599</u>
Cash at End of Year	<u>\$ 4,940,171</u>	<u>\$ 4,826,156</u>
Supplemental Disclosures		
Interest Paid	<u>\$ -</u>	<u>\$ 3,260</u>

SEE NOTES TO FINANCIAL STATEMENTS

NEW HAMPSHIRE PUBLIC DEFENDER
NOTES TO FINANCIAL STATEMENTS
FOR ITS YEARS ENDED JUNE 30, 2022 and 2021

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. Accordingly, the net assets of NHPD and changes therein are classified and reported as follows:

- 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

Governmental and private grant arrangements are evaluated and determined if they are nonreciprocal, meaning the granting entity has not received a direct benefit of commensurate value in exchange for the resources provided. Instead, revenue is recognized as a conditional contribution, when the barrier to entitlement is overcome. The barrier to entitlement is considered overcome when expenditures associated with each grant are determined to be allowable and all other significant conditions of the grant are met.

NHPD's State contract covers a two-year period.

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.

Expenses

Expenses are reported as a decrease in net assets without donor restrictions. Gains and losses are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expiration of net assets with donor restrictions (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as net assets released from restrictions.

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.

NEW HAMPSHIRE PUBLIC DEFENDER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
FOR ITS YEARS ENDED JUNE 30, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

Allocation of Functional Expenses

The costs of providing the various programs and other activities have been summarized in the Statement of Activities. Certain costs, including salaries and benefits, rent and utilities, have been allocated among the programs and supporting services benefited based on management's 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 Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

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>2022</u>	<u>2021</u>
<u>Equipment and Leasehold Improvements</u>		
Computer and Office Equipment	\$ 908,551	\$ 990,634
Leasehold Improvements	1,204,248	1,204,248
Less Accumulated Depreciation	<u>(1,612,705)</u>	<u>(1,531,839)</u>
Net Equipment and Leasehold Improvements	<u>500,094</u>	<u>663,043</u>
<u>Capital Lease</u>		
Property Held Under Capital Lease	332,054	332,054
Less Accumulated Depreciation	<u>(311,014)</u>	<u>(268,935)</u>
Net Property Held Under Capital Lease	<u>21,040</u>	<u>63,119</u>
Total	<u>\$ 521,134</u>	<u>\$ 726,162</u>

Depreciation expense includes the depreciation of assets held under capital leases. Depreciation expense was \$279,370 and \$261,240 for its years ended June 30, 2022 and 2021.

NEW HAMPSHIRE PUBLIC DEFENDER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
FOR ITS YEARS ENDED JUNE 30, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

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.

3. Restatement of June 30, 2021 Financial Statements

State Contract

The June 30, 2020 Financial Statements reported its contract revenue as an unconditional contribution rather than a conditional contribution pursuant to ASU 2018-08. The effect is that 2020 revenue was reported as restricted revenue in the Statement of Activities instead of deferred revenue in the Statement of Financial Position. The effect is a reduction of net assets with donor restrictions as of June 30, 2020.

The Organization has restated its beginning net assets with donor restrictions in its 2021 Financial Statements to reflect modifications to correct the 2020 error.

4. 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>2022</u>	<u>2021</u>
<u>Financial assets at year-end:</u>		
Cash	\$ 4,490,171	\$ 4,826,156
State Contract Receivable	25,593,545	-
Financial Assets at End of Year	30,533,716	4,826,156
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	\$ 30,533,716	\$ 4,097,385

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.

5. 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 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.

**NEW HAMPSHIRE PUBLIC DEFENDER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
FOR ITS YEARS ENDED JUNE 30, 2022 and 2021**

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, 2022</u>	<u>Total Estimated Annual Lease Commitments</u>
2023	\$ 1,163,314
2024	\$ 1,018,258
2025	\$ 761,261
2026	\$ 670,292
2027	\$ 635,077

Rent expense, excluding storage, was \$1,379,489 and \$1,382,275 for its years ended 2022 and 2021, respectively.

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

Equipment lease expense was \$69,721 and \$93,334 for its year ended 2022 and 2021, 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 \$642,227 and \$679,710 for its years ended June 30, 2022 and 2021, respectively.

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, 2022, 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, 2022, those years are 2019 through 2022.

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 \$268,162 and \$287,274 for its years ended June 30, 2022 and 2021, respectively.

NEW HAMPSHIRE PUBLIC DEFENDER
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
FOR ITS YEARS ENDED JUNE 30, 2022 and 2021

10. Concentrations

Economic Dependency - NHPD receives all its funding under a two-year contract with the State of New Hampshire which expires on June 30, 2023. The future existence of NHPD is solely dependent upon the State renewing the contract. The State of NH has a constitutional requirement to provide a "public defender program" for individuals who cannot afford legal representation. Management is unaware of any other organization that can provide these constitutionally mandated services. Accordingly, management believes its contract will be renewed.

Cash - NHPD maintains its bank accounts at one financial institution. The accounts regularly exceed the Federal Deposit Insurance Corporation insured amount of \$250,000. The excess funds are secured by Letters of Credit.

Grant Receivable - Represents the second year of a two-year state contract. As of June 30, 2022, and 2021, the receivable is \$25,593,545 and \$0 respectively.

11. Other Revenue

	<u>2022</u>	<u>2021</u>
<u>Debt forgiveness</u> - note payable due to the Small Business Administration (see note 4)	\$ -	\$ 3,056,242
<u>Grants received during the year:</u>		
American Rescue Plan provided funding to hire attorneys who are currently in private practice. This grant is limited to \$900,000 and expires June 30, 2023	175,591	
Edward Byrne Memorial Justice Assistant Grant provided funding to hire social workers. This grant is limited to \$75,000 and expires June 30, 2023.	9,134	
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.	-	271,856
Total	\$ 184,725	\$ 3,328,098

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. As of September 22, 2022 management has not been made aware of any changes in the Council's position. Accordingly, the financial statements do not reflect the additional \$3,056,242 as a liability.

13. Subsequent Events

Management has evaluated subsequent events through September 22, 2022, 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.

**New Hampshire Public Defender
Board of Directors**

President, Board of Directors

Michael J. Iacopino, Esq.

Brennan Lenehan Iacopino & Hickey

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Secretary, Board of Directors

John Newman, Esq. Newman Law Office,

[REDACTED]
[REDACTED]
[REDACTED].om

Members

Richard Guerriero, Esq. [REDACTED]

Margaret "Peg" O'Brien, Esq. [REDACTED]

Ashley Sheehan, Esq. [REDACTED]

Dotty Graham, Esq. [REDACTED]

Tony Sculimbrene, Esq. [REDACTED]

Rick Maloney, Esq. [REDACTED]

Sarah Rothman, NHPD Executive Director [REDACTED]

Kyle Robidas, NHPD Director of Professional Development [REDACTED]

Mary Hawkes, NHPD Director of Client Services [REDACTED]

Meredith Lugo, NHPD Director of Litigation [REDACTED]

Catie Flinchbaugh, NHPD Director of Legal Services [REDACTED]

New Hampshire Public Defender Key Personnel

Sarah Rothman Executive Director	\$125,314.54
Mary Hawkes Director of Client Services	\$113,011.08
Meredith Lugo Director of Litigation	\$113,011.08
Kyle Robides Director of Professional Development	\$107,293.16
Catherine Flinchbaugh Director of Legal Services	\$111,011.16

Adrienne Bradshaw

~~1460 Lakeside Drive, Metairie, LA 70001~~
~~1460 Lakeside Drive, Metairie, LA 70001~~

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

Mary B. Hawkes

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 on panel for entire incoming class & Workshop Leader, University of Vermont's "Presidential Colloquium on Cultural Diversity and Race Relations"

Legal Experience:

Director of Client Services, New Hampshire Public Defender, Concord, NH, 1998-present

Recruit, interview, hire, train, support, supervise, and evaluate staff investigators, staff social service advocates, and treatment coordinators state-wide. Craft policies and procedures for investigations, treatment coordination, and social service advocates programs. Monitor caseloads, hours, performance and make homicide and other special case assignments. Create, lead, train, and supervise investigator practice area groups.

Handle all other investigator, treatment coordinator, and social service advocate related issues, in the past this included testifying at the NH legislature regarding pending legislation, grant writing and grant maintenance for social service employees, appearing in court when investigators are testifying, representing NHPD in investigator union contract negotiations, and representing NHPD at the National Labor Board in response to a federal audit of the program.

Interview, hire, train, supervise and evaluate investigator interns and social service advocate interns statewide. Work with universities regarding placement and evaluation of interns.

Other current responsibilities include role as a hiring committee member for attorneys and acting as a conflict neutral.

Responsible for new initiatives (2022-present) to facilitate cultural competency trainings for all staff, explore creating affinity groups within NHPD, and explore the creation of a statistical tracking and analysis system for race-based data collected by NHPD.

Past responsibilities (from 1998-2022, under title of Director of Investigators, Social Workers, and Interns) also included oversight of the law internship program and acting as conflict neutral on all NHPD's homicides.

Staff Attorney, Department for Children, Youth and Families, Portsmouth, NH, 1995-1998

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

1992-1995

Represented indigent clients facing juvenile, misdemeanor, and felony charges

SARAH ROTHMAN

EDUCATION

Northeastern University School of Law, Boston, MA
J.D., May 2007

Pennsylvania State University, University Park, PA
B.A. *magna cum laude* in Journalism, Philosophy, and Political Science, May 2004

EXPERIENCE

New Hampshire Public Defender, Concord, NH

Aug 2007 – present

- **Executive Director** (Aug 2022 – present): Establish strategic planning and goals for the program. Prepare the program's biennial budget. Compile statistical and other data as required and requested by the NHPD Board of Directors and the Judicial Council. Provide direct supervision of all program Directors and of the IT and HR managers. Monitor staff workloads and decide on staffing levels for branch offices. Evaluate and create program policies and procedures. Represent clients.
- **Managing Attorney, Manchester office** (April 2016 – Aug 2022): Responsible for the day-to-day operation of this office of over 50 people. Determined attorney and investigator caseloads. Acted as a liaison to courts and other criminal justice stakeholders to represent the interests of clients and staff. Represented clients.
- **Member Hillsborough Superior Court North Drug Court Team** (April 2016 - Aug 2022)
- **Member Hillsborough Superior Court North New Hope Probation Team** (Feb 2016 – Oct 2017)
- **Mentoring Attorney** (2010 – 2016)
- **Neutral Attorney** (2009 - present)
- **Staff Attorney** (Aug 2007 – April 2016)

Advisory Board Member, NH Bail Fund, Manchester, NH

2020 – 2022

Provide advice and support to the members of this non-profit organization that posts bail for indigent defendants and advocates to abolish bail in NH.

Rankin & Sultan, Boston, MA

Feb – May 2007

Legal Intern: Conducted legal research and drafted memoranda on a variety of criminal law issues for this criminal defense law firm.

Elliot Weinstein, Esq., Boston, MA

Sept – Nov 2006

Legal Intern: Conducted legal research and drafted memoranda on a variety of criminal law issues for this solo practitioner criminal defense attorney.

Massachusetts Correctional Legal Services, Boston, MA

March – May 2006

Legal Intern: Assisted prisoners with constitutional claims against correctional institutions. Advocated for clients to prison officials and healthcare providers.

Crime and Justice Institute, Boston, MA

Sept – Nov 2005

Legal Intern: Assisted with research project examining recidivism in the U.S. Conducted interviews with prison officials nationwide regarding re-entry resources.

The Daily Collegian, University Park, PA

Jan 2001 – May 2004

Editor: Managed staff reporters, edited content, and wrote news stories at this daily student newspaper with 20,000 circulation.

Massachusetts State Representative Geoffrey Hall, Boston, MA

May – August 2001

Legislative Intern: Conducted research to compose analytical reports on various political issues, including property taxes and elder housing. Reviewed and summarized proposed legislation.

AMY B. MAILHOT, CPA

PROFILE:

- ◆ Demonstrated ability to coordinate, manage and prioritize multiple complex projects
- ◆ Goal oriented, self-motivated, team player with the ability to work well in a collaborative environment
- ◆ Strong problem solving and analytical skills
- ◆ Excellent communications, leadership, interpersonal and organizational skills
- ◆ Skilled in the planning and implementation of policies and procedures with respect to process management, strategic and organizational planning, business operations and administration
- ◆ Proven ability to interface with all levels of an organization, to lead, to motivate and to ensure completion of assignments within the time allotted.
- ◆ Experience with Microsoft Office, QuickBooks, AccuFund, Paylocity, Prosystemfx suite, MTS, Peachtree/Sage, CCH Intelliconnect Research Products, CS Professional Suite

PROFESSIONAL EXPERIENCE:

Director of Finance, July, 2022 to Present
New Hampshire Public Defender, Concord, NH

- ◆ Responsible for the business and financial operations of the program
- ◆ Assist in development of and subsequent adherence to the 25 million dollar annual budget
- ◆ Preparation, analysis and presentation of quarterly reports to the Finance Committee, Board of Directors and State of NH Judicial Council
- ◆ Projections and development of other statistical information as requested the executive team, Board of Directors and Judicial Council
- ◆ Work collaboratively with the executive team in setting program goals and policies
- ◆ Administer payroll processing and ensure compliance for 250 employees
- ◆ Responsible for facilities management and improvements, landlord relations and lease negotiations for 10 sites
- ◆ Coordinate annual independent audits of financial statements and retirement plan

Finance Director, July, 2020 to July, 2022
Boys and Girls Club of Souhegan Valley, Milford, NH

- ◆ Responsible for maintaining, analyzing, and interpreting the general ledger
- ◆ Development of and subsequent adherence to the 2 million dollar annual budget
- ◆ Preparation, analysis and presentation of monthly reports to the Finance Committee
- ◆ Ensure compliance with financial policies and procedures as well as ensuring appropriate controls are in place
- ◆ Collaborate with management team to develop strategic plans and policies
- ◆ Oversee human resources functions
- ◆ Provide technical assistance to directors and managers in matters of financial operations
- ◆ Manage the annual independent audit
- ◆ Maintain federal grant awards records and prepare related reporting and drawdowns
- ◆ Manage accounts receivable, accounts payable and cash management functions

Audit and Tax Manager, December, 1997 to July, 2020
F.G. Briggs, Jr., CPA, Professional Association, Manchester, NH

- ◆ Performed nonprofit audit engagements in accordance with Generally Accepted Auditing Standards and OMB Circular A-133/Uniform Guidance, including Governmental and HUD entities
- ◆ Audited, reviewed and compiled financial statements for nonprofit and commercial entities in accordance with Generally Accepted Accounting Principles
- ◆ Prepared financial statements from client's original books and records
- ◆ Assisted clients in complex analysis, reconciliations and recording procedures, relating to investment and endowment funds
- ◆ Performed a full range of compliance work for entities including individual, corporate, partnership, estate, fiduciary, gift and nonprofit/UBIT as well as year end and long-term planning
- ◆ Trained and mentored several junior staff accountants and interns in all aspects of office procedures, efficient use of software and accounting and tax procedures
- ◆ Advised various clients in development, implementation and monitoring of internal control policies and procedures
- ◆ Assisted clients in the budgeting process, forecasting and cash flow analysis
- ◆ Assisted 10 clients in conversion to automated general ledger systems and provided continuing technical assistance

Custody Accountant, June, 1997–October, 1997
Investors Bank & Trust Company, Boston, MA

- ◆ Calculated the Net Asset Value and price for five funds on a daily basis
- ◆ Reconciled cash and securities holding discrepancies
- ◆ Prepared daily and monthly financial statements for each fund

EDUCATION/ PROFESSIONAL AFFILIATIONS:

Southern NH University (formerly NH College), Manchester, NH
Master of Business Administration, September, 2002
Master of Science in Accounting, May, 2003

Bryant College, Smithfield, RI
Bachelor of Science in Business Administration, May, 1997
Concentration: Financial Accounting

Granite State Dog Recovery, Treasurer, 2011- Present
Manchester Community Resource Center, Inc., Board Member, 2004-2006

Job Description

Social Worker - Social Service Advocate (SSA)

Position Summary: The SSA is part of New Hampshire Public Defender's legal defense team working to obtain the best legal outcome for assigned clients through social service intervention at all stages of the court process. The SSA works under the direction of the assigned NHPD attorney but may also provide additional insight into cases. All services provided by the SSA are directly related to obtaining the best legal outcome for clients.

Duties and Responsibilities

Communication Skills:

Prepares written output for the court and/or NHPD attorney, including (but not limited to), dispositional treatment plans and alternative treatment sentencing, aid in sentencing reports, bio-psychosocial histories, court case updates, and medical record summaries

Documents and corroborates a client's personal history through collecting and analyzing all relevant life history records and interviewing client's family members and other personal and collateral contacts

Collaborates with defense team members to develop defense strategies and alternative sentencing options

Utilizes social history investigations to examine the factors and forces that affect the client's development and behavior

Testifies in court when necessary and beneficial

Case Management:

Identifies programs and services that may benefit clients, establishes connections, and/or makes referrals (e.g., mental health counseling, financial assistance, substance use treatment, education, job training etc.)

Coordinates with other state agencies (e.g., DCYF, DHHS, etc.) and other community-based service organizations to advocate for clients' needs and wishes

Intercedes during a crisis on client's behalf by connecting them to immediate and necessary resources (e.g., homeless shelters, soup kitchens, mental health crisis line, etc.)

Organizes in/out patient treatment for incarcerated individuals, along with transportation

Assists in completion of applications for community resources deemed necessary for the best legal outcome (i.e. assisting with Medicaid applications, housing program applications, etc.)

Community Outreach/Advocacy:

Develops relationships with providers to increase positive outcomes for clients

Participates in related community meetings to advocate for change and greater collaboration for the benefit of clients

Trains attorneys and other staff in specific topic areas when directed by the office's Managing Attorney, as long as this is in the social worker's scope of practice

Maintains a working relationship with local corrections facilities and courts

Client Interviewing and Assessment:

Uses interviewing techniques to assess immediate client needs and opportunity for intervention in crisis situations

Recommends the use of experts for clients who require further evaluation

Conducts alternative treatment investigation and/or social history investigation

Interviews client's family members, friends, when guided by the attorney, in order to develop a client history

Completes baseline assessments (competency, mental health status, etc.) in order to determine appropriateness for a referral to an expert or provide information for attorney use

Confidentiality:

The attorney-client privilege is unique to that profession. The privilege extends to people working as agents of attorneys or as employees of the law firm. The social worker is an employee of NHPD and NHPD considers the social worker an agent of the attorney assigned to the case. However, it is not settled in law as to whether or not this same privilege applies to social workers working as agents of attorneys because of their own mandatory reporting laws. Generally, social workers in New Hampshire must report any suspected or confirmed abuse or neglect of children, the elderly, or the disabled. Additionally, they must break confidentiality when there is imminent threat of harm to self or an identified person(s).

Social workers at the NHPD will be privy to confidential legal, medical, and mental health information. Social workers must maintain the highest level of confidentiality, exercising tact when interfacing with local resources on behalf of a client, so as not to jeopardize a client's legal case or violate their protected rights. Social workers at NHPD must exercise caution if they find themselves in a position where they believe their duty of confidentiality and mandatory reporting laws are in conflict. They should first report to the assigned attorney to determine if the information is related to a closed charge, one pending or already under investigation, or a new issue. If this is a new issue, the discussion regarding the next step will continue with the office's Managing Attorney, followed by NHPD Administration. The process will move swiftly, since it is possible that the issue could be time-sensitive.

Education and Experience:

A Bachelor's Degree in Social Work is required for the Bachelor level position, a Master's Degree for the MSW position. (MSW position also supervises social work interns.)

Knowledge, Skills, and Abilities:

Proficiency in using a variety of computer software applications, especially Microsoft Word and Excel. Poise, discretion and a high level of interpersonal skills to handle sensitive and confidential situations and documentation, as well as maintain effective working relationships within and outside the program. Attention to detail in composing, typing and proofing materials, establishing priorities and meeting deadlines. Excellent telephone and oral communication skills. Must be able to work in a fast-paced environment with demonstrated ability to juggle multiple competing tasks and demands.