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# State of New Hampshire

DEPARTMENT OF SAFETY  
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COMMISSIONER

51

April 2, 2025

Her Excellency, Governor Kelly A. Ayotte and  
the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Safety, to enter into grant agreements in substantially similar form and format to the attached documents with the Grantees listed below in an amount not to exceed \$37,729.69 to support law enforcement agencies in the purchasing of necessary equipment to electronically share criminal justice data, effective upon Governor and Council approval, full contract execution, review and approval by the NH Department of Justice, and grant funding acceptance through September 30, 2025. **100% Federal Revenue Transfers From Other Agencies**

Funding is available in the SFY2025 operating budget as follows:

02-23-23-234010-33450000 Dept. of Safety – Division of State Police – NH DOT & DOJ Grant SFY25  
072-500574 Grants To Local Gov'T-Federal \$37,729.69

Contractor Name	Vendor Code	Area Served	Contract Amount
Northumberland Police Department Northumberland, NH	177454	Northumberland	\$7,389.00
Bartlett Police Department Bartlett, NH	159465	Bartlett	\$5,325.00
Jackson Police Department Jackson, NH	159888	Jackson	\$7,303.69
Gilmanton Police Department Gilmanton, NH	177394	Gilmanton	\$4,194.00
Dublin Police Department Dublin, NH	159855	Dublin	\$13,518.00
		<b>Total:</b>	<b>\$37,729.69</b>

Her Excellency, Governor Kelly A. Ayotte  
And the Honorable Council

Page 2 of 2

### EXPLANATION

The purpose of this request is to assist local law enforcement agencies in acquiring the necessary equipment to facilitate the electronic dissemination of criminal justice data. To enable agencies to submit electronic records like e-complaints and e-citations, they need to invest in Mobile Data Terminal (MDT) equipment for their vehicles, including mobile printers, barcode scanners, docking stations, and mounting hardware.

This initiative aims to provide financial support for agencies by funding equipment purchases to eliminate cost barriers that might otherwise hinder their ability to submit data electronically. The support will be offered on a reimbursement basis, covering approved expenses related to this equipment. This will help agencies contribute to the Statewide criminal justice data repository, enhancing accessibility and collaboration across New Hampshire. The goal of New Hampshire State Police's One Network Environment for Justice (JONE) is to create a Statewide system where criminal justice data is shared instantly and electronically among all relevant agencies. By funding the necessary equipment, this initiative will boost statewide implementation and data integration.

Grantees were selected through a thorough application process, evaluated by a team of qualified individuals using a pass/fail rating system to ensure adherence to grant requirements. If the Governor and Council do not approve this request, many law enforcement agencies may be unable to afford the equipment needed for the electronic exchange of criminal justice information, reducing the State's overall capacity to manage and share this data effectively.

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

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

GRANT AGREEMENT

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

I. Identification and Definitions.

1.1. State Agency Name		1.2. State Agency Address	
1.3. Grantee Name		1.4. Grantee Address	
1.5. Grantee Phone #	1.6. Account Number	1.7. Completion Date	1.8. Grant Limitations
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
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").

- 0. 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.
- 1. 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").
- 2. 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.
- 3. 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.
- 4. 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
5. with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. PERSONNEL.**
- 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 8.2. to perform such Project under all applicable laws.
- 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 8.3. the State, or who is a State officer or employee, elected or appointed.
- 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
6. Officer, and his/her decision on any dispute, shall be final.
- 9.1. DATA: RETENTION OF DATA: ACCESS.**
- As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- 7. CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuation 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.
- 8. 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.
- 9. 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.
- 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.
- 12.2. 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.
- 10. 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.

0. 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.

1. 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.

2. 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.

3. 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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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**Exhibit A**  
**Standard Provisions**

1. The Grantee shall 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](http://www.lep.gov).
2. The Grantee 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 Grantee 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 Grantee shall comply (and will require any Grantees or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
4. The Grantee shall ensure compensation for individual consultant services is 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 Grantee 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 NHDOJ.
6. The Grantee 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. **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 Grantee 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") 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](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By accepting this award, the Grantee authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized Grantee official, all assurances or certifications submitted by or on behalf of the Grantee 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 or the NHDOJ taking appropriate action with respect to the Grantee and the award. Among other things, the OJP or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. NHDOJ, DOJ, including OJP, 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.

## 8. 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 Grantee (and any subgrantee ("subgrantee") at any tier) must retain typically for a period of 3 years from the date of submission of the final expenditure report unless a different retention period applies and to which the Grantee (and any 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 Grantee is to contact the NHDOJ Grants Management Unit promptly for clarification.

## 9. 9.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 Grantee agrees to comply with the DOJ Grants Financial Guide.

#### **10. 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.

#### **11. Requirements related to "de minimis" indirect cost rate**

A Grantee 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.

#### **12. Requirement to report potentially duplicative funding**

If the Grantee currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee 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 Grantee must promptly notify the NH Department of Safety and the NHDOJ Grants Management Unit in writing of the potential duplication.

#### **13. Requirements related to System for Award Management and Universal Identifier Requirements**

The Grantee 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.

The details of the Grantee'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).

#### 14. Employment eligibility verification for hiring under the award

- (1) The Grantee (and any subgrantee 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 Grantee) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
  - (b) Notify all persons associated with the Grantee who are or will be involved in activities under this award of both—
    - (i) this award requirement for verification of employment eligibility, and
    - (ii) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
  - (c) Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
  - (d) As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

#### (2) Monitoring

The NHDOJ's monitoring responsibilities include monitoring of Grantee 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 Grantee) 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 Grantee) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or Grantee) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Non confirmation" or a "Final Non confirmation") 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 Grantee 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 Grantee at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).**

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

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

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

The Grantee (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M17-12) if it (or a subgrantee) -- (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 Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to the NH Department of Safety and an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a Grantee, the Grantee must have a procedure in place that indicates that the NH Department of Safety and the Grants Management Unit will be notified of the breach by the end of the business day (4:00 P.M. EST) that the breach was reported. An e-mail will be sent to [Grants@doj.nh.gov](mailto:Grants@doj.nh.gov), which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the Grantee's e-mail notifying receipt of the notification by the end of the business day that it was received.

If the Grantee does not receive a confirmation e-mail from the GMU the Grantee shall call the NH Department of Justice main number, (603)271-3658, and request to speak to the GMU and report the breach.

Grantees must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring's conducted by the GMU.

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

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that duplicate 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.

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

The Grantee, and any 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.

**18. Unreasonable restrictions on competition under the award; association with federal government**

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the Grantee or by any subgrantee at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- (1) No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or Grantee, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status, as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

- (2) Monitoring

The NHDOJ's monitoring responsibilities include monitoring of Grantee 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) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government as an employee, contractor or subcontractor (at any tier), grant recipient or Grantee (at any tier), agent, or otherwise in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- (b) Nothing in this condition shall be understood to authorize or require any recipient, any Grantee at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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

The Grantee, and any 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, Grantees ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any Grantee.

The details of the Grantee'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 Grantees related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

**20. 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 Grantee at any tier) is to benefit a set of individuals under 18 years of age.

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

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.

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

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

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

**22. Requirement for data on performance and effectiveness under the award**

The Grantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP and NHDOJ in the manner (including within the timeframes) specified by OJP and NHDOJ 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.

**23. OJP Training Guiding Principles**

Any training or training materials that the Grantee or any subgrantee at any tier develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/Training-guiding-principles-grantees-and-subgrantees>

**24. Effect of failure to address audit issues**

The Grantee understands and agrees that the NHDOJ or 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.

## 25. Potential imposition of additional requirements

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

## 26. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The Grantee, and any 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.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the bases 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 out rules and requirements that pertain to Grantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and Grantees 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.

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

The Grantee, and any 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, which relates to an equal employment opportunity program.

## 28. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Grantee, or any 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 Grantee, or any subgrantee 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 Grantee) would or might fall within the scope of these prohibitions, the Grantee is to contact NHDOJ Grants Management Unit for guidance, and may not proceed without the express prior written approval of NHDOJ.

**29. Compliance with general appropriations-law restrictions on the use of federal funds (FY2020)**

The Grantee, and any 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://oip.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 Grantee or subgrantee might fall within the scope of an appropriations-law restriction, the Grantee is to contact NHDOJ Grants Manage Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

**30. Reporting potential fraud, waste, and abuse, and similar misconduct**

The Grantee, and any subgrantees at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Grantee, 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>.

**31. Restrictions and certifications regarding non-disclosure agreements and related matters**

No Grantee or 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, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

(1) In accepting this award, the Grantee—

- (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 NH Department of Safety and the NHDOJ 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 Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

- (a) it represents that—
  - (i) it has determined that no other entity that the Grantee'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
  - (ii) 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 Grantee, 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 NH Department of Safety and the NHDOJ Grants Management Unit, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

The Grantee (and any subgrantee 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, underspecified 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 Grantee 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 Grantee is to contact the NHDOJ Grants Management Unit for guidance.

**33. 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 Grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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

If the Grantee 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 Grantee must disclose that fact and certain related information to the NH Department of Safety and the NHDOJ Grants Management Unit. For purposes of this disclosure, high risk includes any status under which the NHDOJ provides additional oversight due to the

Grantee's past performance, or other programmatic or financial concerns with the Grantee. The Grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the Grantee 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.

**35.** In order to ensure that the State Justice Statistics Program for Statistical Analysis Centers (SAC's) is realizing its objectives in the most productive manner, the Grantee agrees to assist in any evaluation efforts associated with this program. Such evaluation activities should not result in any significant or unreasonable costs or burdens on the Grantee that would interfere with the performance of this cooperative agreement.

**36. Confidentiality of data**

The recipient (and any Grantee at any tier) must comply with all confidentiality requirements of 34 U.S.C. 16231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Grantee 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. 22.29 to the NH Department of Safety and the NHDOJ Grants Management Unit.

**37. Protection of human research subjects**

The Grantee (and any subgrantee 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.

**38. Compliance with general appropriations-law restrictions on the use of federal funds (FY2022)**

The Grantee and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

**39. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54**

The Grantee, and any 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."

40. Grantee 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 of evaluation of any activities with this project.
41. Grantee agrees that AFIS (Automated Fingerprint Identification System) equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & other Biometric Information" (ANSI/NIST-ITL 1-2007 PART1) and other reporting standards of the FBI.
42. Grantee agrees that criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds will be compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instance Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and Applicable national, statewide or regional criminal justice information sharing standards and plans.
43. In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing that objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating state. It is expected that the evaluation will have a minimal impact on state program personnel and resources.
44. This NCHIP/NARIP related project is to be funded as a cooperative agreement. The basis for using a cooperative agreement is the substantial involvement of the Bureau of Justice Statistics (BJS) in providing information, guidance, and direction relative to criminal history records improvements within the states. BJS will exercise general approval over the entire project. In addition, the substantial involvement of BJS will include, but not be limited to:
  - a) Determining the types of criminal history record information that will be useful for Federal, state, and local agencies.
  - b) Identifying Federal information reporting standards and guidelines and making them available to the recipient for providing access to them.
  - c) Providing technical assistance to the Grantee to enhance state criminal history records, identify convicted felons, and improve the quality and timeliness of criminal history information.
  - d) Informing the Grantee of the status of Federal program requirements, specifications, and funding levels.

e) Requesting and obtaining statistical data as needed to monitor and assess performance with respect to criminal records improvement goals.

45. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the Grantee must provide the NH DOJ Grant Manager with the following information and itemized costs:

- a) name of event;
- b) event dates;
- c) location of event;
- d) number of federal attendees;
- e) number of non-federal attendees;
- f) costs of event space, including rooms for break-out sessions;
- g) costs of audio visual services;
- h) other equipment costs (e.g., computer fees, telephone fees);
- i) costs of printing and distribution;
- j) costs of meals provided during the event;
- k) costs of refreshments provided during the event;
- l) costs of event planner;
- m) costs of event facilitators; and
- n) any other costs associated with the event.

The Grantee must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- a) meals and incidental expenses (M&IE portion of per diem);
- b) lodging;
- c) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- d) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expenses does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

46. Grantee is or will be following a comprehensive strategy for information sharing systems to improve the functioning of the criminal justice system, with an

emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole. Further, the strategy must be developed in consultation with State and local officials with emphasis on the recommendations of officials whose duty it is to oversee, plan, and implement integrated information technology systems, and contain – (a) a definition and analysis of integration in the State and Localities developing integrated information sharing systems; (b) and assessment of the criminal justice resources being devoted to information technology; (c) State and local resources needs; (d) Federal, State, regional, and local information technology coordination requirements; and (e) statewide priorities for planning and implementation of information technology systems.

Grantee will comply with any of Grantor's requests for records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence to be entered into the National Crime Information Center (NCIC).

47. The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the OJP OCFD-approved budget for this award is part of the "project cost" for purposes of the Part 200 uniform Requirements and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the OJP-approved budget that are provided as "match" or through "cost sharing."

SAMPLE

## Exhibit B

### Scope of Services

#### 1. Scope of Work

1.1. The Grantee shall ensure equipment is installed in cruisers for the use of implementing electronic submission of criminal justice reporting.

Equipment includes but is not limited to:

1.1.1. Printer, including but not limited to:

1.1.1.1. Mobile Adapter Kit

1.1.1.2. Printer Mount

1.1.1.3. Adapter Plate

1.1.1.4. Paper

1.1.2. External Bar Code Scanner

1.1.3. External (USB) (GPS) Receiver

1.1.4. Laptop/Tablet

1.1.5. Docking Station including but not limited to:

1.1.5.1. Mounting hardware

1.1.5.2. Cords

1.1.5.3. Stands

1.1.5.4. Antenna

1.1.5.5. External Keyboard

1.2. The Grantee shall ensure installation of domain trust software for any and all Live Scan machines issued.

1.3. The Grantee shall ensure installation of equipment to only cruisers that are primarily used for traffic enforcement.

1.4. The Grantee shall 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.

Exhibit C

Payment Terms

1. This Agreement is funded by 100% Federal Funds from 2023 National Criminal History Improvement Supplemental Grant, CFDA #16.554.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2.CFR §200.332.
3. Grantee shall comply with standards for financial management as described in the Part 200 Uniform Requirements as set out at 2 CFR §200.303.
4. Payment will be on a one-time cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement.
5. Neither the Grantee or the State shall be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval.
6. The Department shall make payment to the Grantee within thirty (30) days following receipt of all required purchasing reimbursement documentation, including but not limited to:
  - 6.1. Copy of all cancelled checks
  - 6.2. Copy of all vendor invoices
  - 6.3. Completed Final Report
7. The State's obligation to compensate the Grantee under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.