



State of New Hampshire Judicial Branch

REQUEST FOR PROPOSALS (RFP) NHJB-2026-03

FOR

**FAMILY LEADER PILOT FOR FAMILY TREATMENT COURT AND
SUPPORTED FAMILY APPROACH**

JUNE 17, 2026

NEW HAMPSHIRE JUDICIAL BRANCH
RFP-NHJB-2026-03-FAMILY LEADER PILOT FOR FAMILY TREATMENT COURT AND
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SECTION I. OVERVIEW AND SCHEDULE

A. Introduction

This request for proposals (RFP) is issued by the New Hampshire Judicial Branch (NHJB) through the Administrative Office of the Courts (AOC) to solicit proposals for an organization to recruit, support, and compensate Family Leaders with lived experience to participate in the development and enhancement of Family Treatment Court (FTC) and Supported Family Approach (SFA), New Hampshire's collaborative court-based models that promote family safety, recovery, and reunification in abuse/neglect cases.

B. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and Notice to Proceed. NHJB reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released to Vendors (Advertisement)	6/17/26	
Vendor Inquiry Period Ends	7/14/26	4:00 PM
Final NHJB Responses to Vendor Inquiries	7/17/26	4:00 PM
Vendors Submit Proposals	7/31/26	4:00 PM
Estimated Timeframe for Vendor Oral Presentations and Interviews (if needed)	8/19/26	9:30 AM
Estimated Notification of Selection and Begin Contract Development	9/30/26	4:00 PM

C. Purpose and Background

NHJB's mission is to preserve the rule of law and protect the rights and liberties guaranteed by the US and NH Constitutions by providing accessible, prompt, and efficient forums for the fair and independent administration of justice, with respect for the dignity of all served. Information on the NHJB can be found on the NHJB website at <https://www.courts.nh.gov/>.

Family Treatment Court (FTC) is a court process parents with abuse and neglect cases participate in when they have a substance use disorder. It is a process that is nationally recognized to create better outcomes for families. FTC uses a supportive, team approach to increase families' access to support and services, accountability and recovery, and the likelihood of reunifying families that can maintain long-term health. When parents have the support and tools they need to enter treatment sooner, stay engaged in treatment longer, and resolve barriers quickly, their children spend fewer days out of home and separated from their families. Implementation of FTC is a partnership of the court, the Division for Children, Youth and Families (DCYF), Court Appointed Special Advocates (CASA) of New Hampshire, parent attorneys, substance use treatment providers, mental health providers, and other community partners. New Hampshire currently has one FTC serving families in the 5th Circuit Courts in Sullivan County, NH. More information about FTC can be found at nhfamilytreatment.org.

Supported Family Approach (SFA) is a court process that also aims to improve outcomes for families with abuse and neglect cases who have substance use disorders. The process uses Family Treatment Court best practices while relying solely upon resources typically involved in a standard abuse/neglect case and child welfare processes. Families and the SFA team work together to identify and address needs early, using a holistic, wraparound approach that allows for the removal of barriers to safe, lasting permanency—especially reunification—so parents can engage fully and access services without delay.

D. Contract Term

The initial Contract term will begin on the effective date and will be for one (1) year. The actual contract start date will be established by a completed and approved contract. Following the initial term of the contract, the NHJB may opt to renew the contract for the additional two (2) one-year extensions, at the sole option of the NHJB, subject to continued availability of funding and satisfactory performance.

The NHJB anticipates awarding one contract resulting from this RFP process.

SECTION II. SCOPE OF SERVICES TO BE PROVIDED

A. Overview

The New Hampshire Judicial Branch (NHJB) seeks proposals from qualified organizations to identify, recruit, onboard, develop and support Family Leaders with closed abuse/neglect cases to participate in Family Treatment Court (FTC) and Supported Family Approach (SFA) development, implementation, and continuous improvement. The contracted organization will be responsible for managing funds to provide compensation to Family Leaders for their recruitment, and development and involvement in activities and projects with NHJB. These Family Leaders will be former parents who have been parties in abuse/neglect cases, with a special focus on parents who have been involved in FTC or SFA.

The contracted organization will ensure that Family Leaders are meaningfully integrated into:

- a. The FTC in Sullivan County Steering and Advisory Teams,
- b. The Concord FTC and/or SFA Steering and Advisory Teams, and
- c. Projects, materials, and collaborative initiatives that advance FTC and SFA.

The work supports NHJB's goals to integrate parents with closed abuse/neglect cases in developing family centered practices. Organizations may apply to recruit, develop, and support Family Leaders in Sullivan County, Concord, or both.

B. Objectives of the Contract

The subrecipient will:

- a. Identify, recruit, onboard, develop, hire, and support Family Leaders with closed abuse/neglect cases to serve as compensated partners in various roles to inform the planning, implementation, and improvement of FTC/SFA in Sullivan County and/or Concord.
- b. Provide financial, logistical, and administrative support (payment for time, childcare, transportation reimbursement, etc.) necessary to ensure equitable access and participation.
- c. Coordinate and oversee participation of Family Leaders at Steering Committee, Advisory Teams, and project meetings as needed.
- d. Develop and support special projects identified collaboratively with NHJB, Steering Teams, Family Leaders, and other FTC/SFA partners.
- e. Collaborate with NHJB and other system partners to ensure Family Leader perspectives shape policy, practice, training, and materials.

C. Required Activities

1. Recruitment, Onboarding, Development of Family Leaders:

- a. After NHJB refers parents who are former FTC, SFA, or child welfare participants to participate in the program, subrecipient shall recruit those parents to join the program and provide outreach, conduct interviews and background processes as needed, and support parents in completing necessary paperwork to enroll.
- b. Develop appropriate onboarding materials such as employment agreements, informational materials, and training. Support parents in completing necessary onboarding.

- c. Work with DCYF to ensure recruited Family Leaders complete DCYF's Better Together training, Strategic Sharing, FELEIA (Family Empowerment and Lived Experience Integration Academy) Learning Academy, and other trainings when applicable.
 - d. Support parents in developing the skills and knowledge needed to actively contribute to the FTC and SFA Steering and Advisory teams via training, coaching, and mentoring.
 - e. Ensure Family Leaders understand confidentiality laws, including HIPPA and 42 CFR.
 - f. Maintain a qualified and active pool of trained Family Leaders available for FTC/SFA work.
 - g. Provide ongoing coaching to help parents build confidence participating in professional FTC/SFA settings and support them to process work that is emotionally complex. Coaching should foster emotional safety, reflective practice, and long-term engagement.
- 2. Payment, Reimbursement, and Supports**
- a. Provide payment for time, childcare, transportation, and other support needed to reduce barriers to meaningful participation.
 - b. Establish policies and procedures for timely payment and reimbursement.
 - c. Provide administrative support (e.g., scheduling, reminders, materials).
- 3. Facilitation of Participation in Steering & Advisory Teams**
- a. Ensure leaders attend meetings for:
 - i. FTC in Sullivan County Steering Team (once a month)
 - ii. FTC in Sullivan County Advisory Team (2-hour meeting, quarterly)
 - iii. FTC or SFA Concord Steering Team (one or twice a month)
 - iv. Regular check-ins with the local coordinator (once or twice a month)
 - b. Ensure leaders are prepared to actively participate. Provide coaching and mentoring to prepare leaders in advance with agendas, orientation, and role clarity.
 - c. Provide follow-up support after meetings to gather feedback and document recommendations.
- 4. Matching Family Leaders with FTC/SFA projects**
- a. Coordinate regularly with the local FTC/SFA Coordinators to align Family Leader participation with project needs.
 - b. With input from NHJB, Family Leaders, and Steering Committee Members, support Family Leaders in development and/or support of projects such as:
 - i. Creation of educational materials (print, digital, or video) for families, system partners, or the public.
 - ii. Consultation in the development and review of data measures, evaluation questions, or equity-focused reviews.
 - iii. Participation in planning and readiness assessments, system walk-throughs, identification of system barriers and solutions, and evaluation activities.
 - iv. Contributions to sustainability planning, policy review, and process improvements.
 - v. Participation in trainings, annual retreats, and conferences.
- 5. Data and Documentation**
- a. Track participation, payments, and activities of lived experience leaders.
 - b. Collect qualitative feedback from leaders to help evaluate partnership success.
 - c. Provide bi-annual written reports summarizing activities, themes, and recommendations.
 - d. Participate in data-sharing and analysis with NHJB and partners.

D. Deliverables

The contracted organization will be responsible for delivering:

1. Recruitment & Staffing Deliverables, including:

- a. 5-7 trained and supported Family Leaders to participate in FTC and SFA meetings and projects per location.
- b. Ensuring completion of DCYF hosted Better Together/Learning Academy training for Family Leaders.

2. Engagement Deliverables, including:

- a. Representation at all Steering and Advisory Team meetings.
- b. Regular check-ins with leaders to provide coaching, mentoring, support and gather feedback.

3. Project Deliverables, including:

- a. 2–4 collaborative projects annually per site (materials, presentations, system walk-throughs, training contributions, etc.).
- b. Contributions to statewide FTC/SFA educational or policy materials as needed.

4. Bi-annual progress reports, including:

- a. Number of Family Leaders recruited, onboarded, developed and supported.
- b. Family leader activities and accomplishments, impact on policies/practices, and recommendations.
- c. Qualitative and quantitative data on Family Leader engagement and impact to support progress.
- d. Identification of barriers, solutions, and areas where NHJB can support the work.

5. End of Contract Report, including:

- a. Major projects, accomplishments and impact.
- b. Recommendations for improvements to Family Leader program.
- c. Outline of crucial components of Family Leader program, including funding needs.
- d. Possible strategies to continue the work past the grant.

E. Reporting and Oversight

- a. The subrecipient will be overseen by the Statewide FTC Coordinator.
- b. The subrecipient will participate in regular check-ins and provide written documentation as required.
- c. All work must align with FTC Best Practice Standards.

F. Budget Requirements

The anticipated period of performance is 24 months. Budgets should begin October 1, 2026, and end September 30, 2028, in line with the federal fiscal year. Budgets must include, at minimum:

- a. Stipends or hourly wages for lived experience leaders. NHJB suggests \$30/hour, in line with DCYF's parent partner program (<https://www.dhhs.nh.gov/programs-services/child-protection-juvenile-justice/parent-partner-program>). Up to 2/3 of all costs should be allocated for training costs as NHJB hopes to develop a large pool of potential parent leaders.
- b. Funds for childcare, transportation, and related supports.
- c. Administrative costs for payroll, supervision, training coordination, project development, and reporting.
- d. Any indirect costs consistent with federal grant requirements.

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- e. Budgets must be submitted on the attached template.

G. Minimum Qualifications for Vendors

Proposals must demonstrate that the organization has:

- a. Experience supporting peer support or family partnership initiatives, preferably within child welfare, SUD treatment, or court systems.
- b. Administrative capacity to manage payroll, reimbursements, and support services.
- c. Cultural humility and competency in working with families impacted by SUD and child welfare.
- d. Ability to collaborate with multidisciplinary partners including courts, DCYF, CASA, peer support providers, treatment agencies, and evaluators.
- e. Experience training or supporting individuals with lived experience in system-level advisory roles is preferred.

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SECTION III. RFP PROCESS

A. Agency Point of Contact/Restriction of Contact with Agency Employees

The sole point of contact for this RFP, from the RFP issue date until the resulting contract is effective:

Kasey Ash
Purchasing Coordinator
procurement@courts.state.nh.us

From the date of release of this RFP until the award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with the NHJB regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact. NHJB employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential subrecipient during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Vendors may be disqualified for violating this restriction on communications.

B. Vendor Inquiries

All contact concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, must be submitted via email and received by the Point of Contact by the end of vendor inquiry period (see Schedule of Events herein).

The subject of the email must be as follows:

**INQUIRIES TO RFP-NHJB-2026-03-FAMILY LEADER PILOT FOR FAMILY TREATMENT
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The vendor must identify the RFP name, page number and relevant paragraph and include the vendor's name, telephone number, and e-mail address.

The NHJB's responses to properly submitted inquiries will be posted on the following website on or before the date specified in the Schedule of Events: <https://www.courts.nh.gov/our-courts/supreme-court/about/administrative-office-courts/rfps-and-rfis>

The NHJB may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the NHJB. Official responses by the NHJB will be made only in writing by the process described above. It is the responsibility of vendors to review the most updated information related to this RFP before submitting a proposal.

C. RFP Addendum

The NHJB reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the NHJB, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate

D. Property of the NHJB

All material received in response to this RFP shall become the property of the NHJB and will not be returned to the vendor. Upon Contract award, the NHJB reserves the right to use any information presented in any Proposal.

E. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any contract resulting from this RFP. A vendor's disclosure or distribution of Proposals other than to the NHJB will be grounds for disqualification.

F. Public Disclosure

The content of each vendor's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this RFP may be subject to public disclosure under applicable law.

Confidential, commercial or financial information may be exempt from public disclosure under applicable law. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the NHJB and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the vendor of information it believes exempt does not have the effect of making such information exempt. The NHJB will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, vendor pricing will be subject to disclosure upon approval of the contract. If a request is made to the NHJB to view portions of a Proposal that the vendor has properly and clearly marked confidential, the NHJB will notify the vendor of the request and of the date the NHJB plans to release the records. To halt the release of information by the NHJB, a vendor must initiate and provide to the NHJB, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, vendors acknowledge and agree that:

- The NHJB may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The NHJB is not obligated to comply with a vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The NHJB may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a vendor.

G. Ethical Requirements

From the time this RFP is published until a contract is awarded, no vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to judicial or non-judicial employee of the NHJB, any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP. Any vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP. A vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the NHJB.

H. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the NHJB to award a Contract. The NHJB reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

I. Compliance

Vendors must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the NHJB currently in effect, and as they may be adopted or amended during the contract period. It is vendor's responsibility to determine the applicability and requirements of any such laws, rules and regulations.

J. Proposal Cost

By submitting a Proposal, a vendor agrees that in no event shall the NHJB be either responsible for or held liable for any costs incurred by a vendor in the preparation of, or in connection with the Proposal, or for oral presentation or product demonstration if any.

SECTION IV. PROPOSAL SUBMISSION REQUIREMENTS

A. Proposal Submission, Deadline, and Location Instructions

Proposals must be submitted via E-mail to procurement@courts.state.nh.us.

Proposals and email subject must be clearly marked as follows:

RESPONSE TO RFP-NHJB-2026-03-FAMILY LEADER PILOT FOR FAMILY TREATMENT COURT AND SUPPORTED FAMILY APPROACH

Proposals must be received no later than the time and date specified in the Schedule of Events section. Late submissions may not be considered for contract award. Delivery of the Proposals shall be at the Bidder's expense. NHJB accepts no responsibility for mislabeled email or email that is not delivered or undeliverable for whatever reason.

B. Validity of Proposal

The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid for hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the effective date of any resulting Contract, whichever is later.

C. Proposal Format

- a. For clarity, the proposal should be typed or printed. Proposals should be single-spaced with 1" margins on white 8 1/2" x 11" paper using a font no smaller than 12-point Times New Roman or similar.
- b. Bidders must respond to each question and instructions listed in Appendix C of this RFP. Number each response in the proposal to correspond to the relevant question or instructions of the RFP.
- c. All pages of the proposal should be numbered consecutively beginning with number 1 on the first page (not including the cover page or table of contents pages) through to the end, including all forms and attachments. Bidder's name should appear on every page, including attachments.
- d. All electronic documents should be formatted for printing as formatting will not be adjusted prior to printing and review of these documents.
- e. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the NHJB, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
- f. The Bidder shall complete and submit the "Proposal Cover Page" provided in Appendix A of this RFP and provide it with the Bidder's proposal. The cover page must show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

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- g. The Bidder should complete and submit the “Debarment and Non-collusion Certification Form” provided in Appendix B of this RFP. Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the NHJB.

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SECTION V. EVALUATION OF PROPOSALS

A. Criteria for Evaluation and Scoring

The NHJB will evaluate each responsive proposal using a scoring scale of 100 points which will be distributed as set forth in the table below:

CATEGORIES	POINTS
Qualifications, experience, and technical expertise	30
Specification of work	40
Cost Proposal	30
Bonus Points <i>(Please note: Bonus points will be awarded if staff overseeing this work have a history with substance use or a closed abuse/neglect case.)</i>	10
TOTAL MAXIMUM POINTS	100

The review team will use a consensus approach to evaluate the proposals. The Vendor receiving the highest number of evaluation points will be recommended for contract negotiations.

B. Oral Interviews and Product Demonstrations

The NHJB reserves the right to invite vendors to oral interviews and/or product demonstrations. The NHJB retains the sole discretion to determine whether to conduct oral interviews, with which vendors, and the number of interviews. Vendors are advised that the NHJB may decide to conduct interviews with less than all responsive vendors.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written proposals. Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the proposals. Vendors are prohibited from altering their proposals during the oral interviews and product demonstrations. Therefore, Vendors should submit proposals that present their rates and other information as clearly and completely as possible.

The NHJB may ask the vendor to provide written clarifications of elements in their proposal regardless of whether it intends to conduct oral interviews.

C. Cost Proposal Scoring

Cost proposals will be reviewed upon completion of the final technical scoring of proposals. Vendors are advised that this is not a low bid award and that the scoring of the cost proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring vendor.

Vendor should use the attached budget template. Budget line items include and are limited to personnel, fringe benefits, travel, equipment, supplies, consultants/contracts, other costs and indirect costs. See attached budget template and detailed budget instructions.

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No Best and Final Offers: The NHJB will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

D. Negotiations and Selection

1. The NHJB reserves the right to waive minor or immaterial deviations from the RFP requirement if determined in the best interest of the NHJB.
2. The final decision regarding the award of the contract is subject to approval by the Director of AOC and the Administrative Council (if applicable).
3. If the NHJB determines to make an award, it will issue an “intent to negotiate” notice to a vendor based on these evaluations. The NHJB reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of service as presented in the selected proposal. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the NHJB’s Request for Proposals to an extent that may affect the price of goods or services requested. The NHJB reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the NHJB may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the NHJB may cancel this RFP, and solicit new proposals under a new acquisition process.
4. The NHJB reserves the right to reject any and all Proposals or to make multiple awards.

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SECTION VI. CONTRACT DOCUMENT

- A. The Selected Bidder will be required to execute a contract in the form of the NHJB Standard Terms and Conditions which is attached as Appendix D.
- B. The NHJB may consider modifications of this form during negotiations. To the extent that a vendor believes that exceptions to the standard form contract will be necessary for the vendor to enter into the Agreement, the vendor should note those issues during the vendor inquiry period. The NHJB will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the NHJB accepts a vendor's exception the NHJB will, at the conclusion of the inquiry period, provide notice to all potential bidders of the exceptions which have been accepted and indicate that exception is available to all potential bidders. Any exceptions to the standard form contract that are not raised during the Vendor inquiry period are waived. In no event is a vendor to submit its own standard contract terms and conditions as a replacement for the NHJB's terms in response to this solicitation.
- C. Allocation of funds is final upon successful negotiations and execution of the contract, subject to the review and approval of the State Court Administrator by and through the Administrative Office of the Courts, and NHJB Council of Chief Judges (*if applicable*). Contracts are not considered fully executed and valid until approved by the State Court Administrator and the Council via funds are encumbered. No contract is effective unless signed by the State Court Administrator.

**APPENDIX A
PROPOSAL COVER PAGE**

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Bidder's Organization Name:			
Chief Executive - Name/Title:			
Tel:		E-mail:	
Headquarters Street Address:			
Headquarters City/State/Zip:			
<i>(Provide information requested below if different from above)</i>			
Lead Point of Contact for Proposal - Name/Title:			
Tel:		E-mail:	
Local Office Street Address:			
Local Office City/State/Zip:			

- This proposal and the pricing contained therein will remain valid for hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events contained in the RFP, or until the effective date of any resulting Contract, whichever is later.
- No personnel currently employed by the NHJB or any NH State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The above-named organization is the legal entity entering into the resulting agreement with the NHJB should they be awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name (Print):	Title:
Authorized Signature:	Date:

**APPENDIX B
DEBARMENT AND NON-COLLUSION CERTIFICATION**

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By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any sub subrecipients named in this proposal:

- a. Have not, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;*
- b. Have not been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;*
- c. Have not previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing of a bid, proposal, or quotation;*
- d. Are not currently debarred from performing work on any project of the federal government or the government of any state;*
- e. Have not, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;*
- f. Are not presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the bidder is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;*
- g. Are not presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;*
- h. Are not currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;*
- i. Have not failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment;*
- j. Have not been placed on the debarred parties list by the NH Department of Administrative Services pursuant to RSA 21-I:11-c within the past year;*
- k. Have not been convicted of wage theft of its employees within the past 2 years;*
- l. Have not been convicted of a felony level offense involving worker safety practices within the past 2 years; or*
- m. Have not been found guilty, within the last 2 years of misclassification of workers as independent subrecipients, in violation of department of labor standards and the definition of employee in RSA 281-A:2.*

I further certify that: the Proposal submitted in response to this RFP, the prices, terms and conditions, and Work quoted have been established without collusion with other vendors and without effort to preclude the NHJB from obtaining the best possible competitive Proposal. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the NHJB.

Name (Print):	Title:
Authorized Signature:	Date:

APPENDIX C

BIDDER RESPONSE TEMPLATE

RFP-NHJB-2026-03

FAMILY LEADER PILOT FOR FAMILY TREATMENT COURT AND SUPPORTED FAMILY APPROACH

Bidders must submit proposals in accordance with “Appendix C– Bidder Response Template”. The Bidder’s proposal should sequentially follow each section found in Appendix C and Bidder must answer each question that is asked in each section, as well as respond to all information sought. The NHJB reserves the right to reject any and all proposals that do not follow this required formatting. All proposals must address the following:

Qualifications, Experience, and Technical Expertise

1. Organizational Background

- A description of the Bidder’s organizational history, mission, and relevant experience delivering comparable services.
- Demonstrated experience working with individuals with substance use disorders, who have been child welfare–involved, court-involved, or have experience with similar human-service programs.

2. Key Personnel and Staffing

- Identification of key personnel, their roles, qualifications, and experience supporting or supervising individuals with substance use disorders or closed child welfare cases.
- A description of the Bidder’s staffing structure, supervision model, and administrative capacity to manage and support Family Leaders.
- Additional points will be added for staff overseeing the program who have a history with substance use or a closed abuse/neglect case.

3. Past Performance

- Examples of prior or current contracts or programs similar in scope, including outcomes achieved or lessons learned.

Specification of Work / Proposed Approach

1. Recruitment and Onboarding Family Leaders

- A detailed plan to recruit and hire Family Leaders referred by NHJB or partner agencies.
- Documented processes for outreach, interviewing, onboarding, and completing required paperwork.
- Strategies to maintain an active pool of trained Family Leaders available for ongoing FTC/SFA participation.

2. Coaching, Training, and Support Framework

- A description of the Bidder's approach to preparing and supporting Family Leaders, including professional development, emotional support, and trauma-informed practices.

3. Collaboration and Communication Plan

- Methods for maintaining effective communication with NHJB and partner agencies.
- Strategies to ensure Family Leaders' meaningful participation in FTC and SFA policy development, continuous improvement, and new project initiatives.

4. Participation Support and Logistics

- A plan for providing timely payment, reimbursement for mileage and childcare, and other supports necessary for participation.
- Administrative processes for scheduling, communication, meeting preparation, and follow-up with Family Leaders.
- Strategies to ensure Family Leaders are prepared for FTC/SFA Steering and Advisory Team meetings.

5. Quality Assurance and Reporting

- A description of how the Bidder will ensure quality and consistency in service delivery.
- A plan for documentation, data tracking, and reporting on Family Leader activities, coaching, training completion, participation, and project involvement.
- Processes for monitoring progress and providing required reports.

6. Detailed Project Timeline

- A project timeline and description of how key activities will be implemented.

Cost Proposal

1. Detailed Budget

- A complete line-item budget outlining all costs associated with fulfilling the Scope of Work, including compensation, reimbursement, and supports for Family Leaders.
- Identification of any overhead or administrative costs.
- Use the attached budget template.

2. Budget Narrative

- A justification for all proposed costs demonstrating that they are reasonable, necessary, and cost-effective.
- An explanation of how the Bidder's financial and administrative systems will support timely payments and reimbursements.

APPENDIX D



CONTRACT BETWEEN THE NEW HAMPSHIRE JUDICIAL BRANCH AND [INSERT VENDOR NAME]

THIS AGREEMENT (hereinafter "Agreement") is between the State of New Hampshire Judicial Branch, by and through the Administrative Office of the Courts, (hereinafter "NHJB") and [INSERT SUBRECIPIENT NAME], located at [INSERT STREET/MAILING ADDRESS] (hereinafter the "Subrecipient").

Vendor Number of the Contract is _____.

1. CONTRACT TERM.

- 1.1. This Contract shall be effective on ["the date signed by both Parties" or specify the date] and shall remain in full force until [INSERT TERMINATION DATE].
- 1.2. The Contract Term may be extended up to [INSERT NUMBER] of years years(s), ("Extended Term") at the sole option of the NHJB, subject to the Parties prior written Agreement on applicable fees for each extended Term.

2. SCOPE OF SERVICES.

The Subrecipient hereby agrees to furnish all qualified personnel, facilities, materials and services and in consultation with the NHJB, to preform the services, study or projects described in Appendix A, which is incorporated into this Agreement and made part of it by reference, and under the terms of this Agreement.

3. PROFESSIONAL CONDUCT.

At all times while working pursuant to the Contract, the Subrecipient shall act in a manner that upholds the dignity and integrity of the NHJB. The Subrecipient shall observe standards of fidelity and diligence appropriate to work for the NHJB. During the term of the Agreement, the Subrecipient may be engaged by one or more organization(s). The Subrecipient represents that the Subrecipient is not and shall not become a party to any agreement that conflicts with the duties hereunder.

4. CONTRACT COSTS.

- 4.1. **Total Cost.** Total contract price, method of payment and terms of payment are set forth in Appendix A. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, including personnel, facilities, materials, travel and expenses, exceed [INSERT NOT TO EXCEED PRICE].
- 4.2. **Payment Contingency.** Notwithstanding anything to the contrary, all obligations of the NHJB hereunder, including, without limitation the continuance of payments are contingent upon the availability and continued appropriation of funds. In no event shall the NHJB be liable for any

payments in excess of such available appropriated funds. In the event of the reduction or termination of appropriated funds by any state or federal legislative or executive action, the NHJB shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the services under this Agreement immediately upon giving the subrecipient notice of such reduction or termination. The NHJB shall not be required to transfer funds from any other account or source to fund the Contract in the event funds are reduced or unavailable.

4.3. Documentation of Costs. During the term of the Contract, the Subrecipient agrees to maintain books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Subrecipient in the performance of the Contract.

5. CONTRACT MANAGEMENT. The parties designate the following points of contact for all notices required under this Contract:

5.1. NHJB Contract Manager.

[INSERT NAME, EMAIL, PHONE OF CONTRACT MANAGER]

5.2. Subrecipient Contract Manager.

[INSERT NAME, EMAIL, PHONE OF PRIMARY SUBRECIPIENT CONTACT]

6. SET-OFF RIGHTS. The NHJB shall have the right to offset from any amounts otherwise payable to the Subrecipient under this Contract the amounts required or permitted by RSA 80:7 through RSA 80:7-c or any other provisions of law.

7. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.

7.1. In connection with the performance of the Services, the Subrecipient shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Subrecipient, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Subrecipient shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Subrecipient shall also comply with all applicable intellectual property laws.

7.2. During the term of this Agreement, the Subrecipient shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Subrecipient shall ensure any subsubrecipients comply with these nondiscrimination requirements.

7.3. The Subrecipient agrees to permit the State or United States access to any of the Subrecipient's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

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

9. INSURANCE. Subrecipient shall, at its sole expense, obtain and maintain in force, and shall require any sub-subrecipient or assignee to obtain and maintain in force, commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. At the request of the NHJB, the Subrecipient shall furnish a current certificate of insurance for all insurance required under this Contract.

10. WORKERS COMPENSATION. The Subrecipient agrees, certifies and warrants that the Subrecipient is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*). To the extent the Subrecipient is subject to the requirements of N.H. RSA chapter 281-A, Subrecipient shall maintain, and require any sub-subrecipient or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to the Agreement. The NHJB shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Subrecipient, or any sub-subrecipient or employee of Subrecipient, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Agreement.

11. EVENT OF DEFAULT AND REMEDIES.

11.1. Default. Any one of the following acts or omissions by the Subrecipient shall constitute an event of default hereunder:

11.1.1. Failure to perform the services to the reasonable satisfaction of the NHJB or on any agreed to schedule; or

11.1.2. Failure to perform any other covenant, term, or condition of the Contract.

11.2. Remedy. In the event of a default, the NHJB may take any or all of the following actions:

11.2.1. Provide the Subrecipient with a written notice specifying the event of default and requiring it to be remedied within, unless another time specified in the notice, thirty (30) days from the date of the notice; and if the event of default is not remedied within the prescribed period, terminate the Contract effective two (2) days giving the Subrecipient notice of termination;

11.2.2. Set off against any other obligations the NHJB may owe to the Subrecipient any damages the NHJB suffers by reason of any default; and/or

11.2.3. Treat the Contract as breached and pursue any of its remedies at law, or in equity, or both.

12. DATA BREACH.

12.1. Subrecipient agrees to comply with all applicable laws that require the notification of

individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a Security Breach, as defined by RSA 359-C:19, of any of Subrecipient's security obligations, or other event requiring notification under applicable law, Subrecipient agrees to:

- 12.1.1. Notify NHJB's Chief Information Officer by telephone and e-mail of such an event within 24 hours of discovery, and
- 12.1.2. Assume responsibility for informing all individuals in accordance with applicable law, and
- 12.1.3. Indemnify, hold harmless and defend the NHJB and/or the State of New Hampshire and its agencies, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
- 12.1.4. Subrecipient's notification to NHJB shall identify:
 - 12.1.4.1. The nature of the unauthorized access, use or disclosure;
 - 12.1.4.2. The computerized data accessed, used or disclosed;
 - 12.1.4.3. The person(s) who accessed, used or disclosed and/or received the computerized data (if known);
 - 12.1.4.4. What Subrecipient has done or will do to mitigate any deleterious effect of unauthorized access, use or disclosure; and
 - 12.1.4.5. What corrective action Subrecipient has taken or will take to prevent future unauthorized access, use or disclosure.

12.2. This paragraph shall survive the termination of the Contract.

13. WAIVER. The NHJB's failure to enforce its rights with respect to any single or continuing breach of this Contract shall not act as a waiver of the right of the NHJB to later enforce any such rights or to enforce any other or any subsequent breach.

14. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by the NHJB in whole, or in part, whenever for any reason. Any such termination shall be effected by a written Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACT. Subrecipient shall not sell, transfer, assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the NHJB. No subcontracts or transfer of agreement shall in any case release the Subrecipient of its liability under this Agreement.

16. INDEMNIFICATION. The Subrecipient shall defend, indemnify, and hold harmless the NHJB and/or the State of New Hampshire, its officers and employees, from and against any claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims or losses asserted against the NHJB and/or the State of New Hampshire, its agencies, officers and employees, and any and all claims, liabilities or penalties asserted against the NHJB and/or the State of New Hampshire, its agencies, officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of), in whole or in part, the acts or omissions of the Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the NHJB and/or the State of New Hampshire. This paragraph shall survive the termination of the Contract.

17. CONFIDENTIALITY

17.1. Subrecipient hereby agrees to keep confidential any and all NHJB data acquired or provided access to during the course of performance under the Contract. The word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of the Contract. Disclosure of any NHJB data requires prior written approval by the NHJB. This paragraph shall survive the termination of the Contract.

17.2. The Subrecipient acknowledges and agrees that this Contract and all of its attachments may, upon execution, be subject to public disclosure in accordance with New Hampshire law. Any information that Subrecipient claims is private, confidential or proprietary must be clearly marked as “confidential.” If NHJB receives a request for information that has been identified by the Subrecipient as Confidential, the NHJB will notify the Subrecipient if it intends to release the information so marked.

18. FURTHER ASSURANCES. The Subrecipient, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Contract and give effect to the transactions contemplated hereby.

19. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

20. GOVERNING LAW AND VENUE. The Contract shall be governed in all respects by the laws, statutes and regulations of the United States of America and of the State of New Hampshire. Any actions arising out of this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof. The Subrecipient consents to personal jurisdiction in the State of New Hampshire. This paragraph shall survive the termination of the Contract.

21. FORCE MAJEURE. The NHJB may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The NHJB may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.

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

23. AMENDMENT. This Contract may be amended only by an instrument in writing signed by both parties and only after approval and execution of the Director of Administrative Office of the Courts and Administrative Council, if applicable.

24. CONFLICTING TERMS. To the extent there is a conflict between the provisions of this Contract and any attachments to this Contract, including but not limited to Appendix A, the provisions of this Contract control shall take precedent.

25. EXECUTION. This Agreement may be executed by transmittal of electronic signature counterparts.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Print Name:

Date

Print Title:

Subrecipient's Business Name:

Hon. Chris Keating
State Court Administrator of the
New Hampshire Judicial Branch
Administrative Office of the Courts

Date

APPENDIX E

CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant 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 contract, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative contract; (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 contract, the Applicant 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.

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

APPENDIX F

SUBRECIPIENT AWARD CONDITIONS

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited

English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and 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 that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.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.

Condition 3

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") 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.

Condition 4

Effect of failure to address audit issues

The subrecipient understands and agrees that the NHJB, and 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.

Condition 5

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 award from OJP.

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 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. 200.334.

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.

Condition 6

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>.

Condition 7

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

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

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account

when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 8

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 the NHJP 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.

Condition 9

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

The recipient, and 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").

Condition 10

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.

Condition 11

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.

Condition 12

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

The recipient, and 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.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

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 recipient 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.

Condition 14

Employment eligibility verification for hiring under the award

1. The recipient (and 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 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.

Condition 15

Encouragement of policies to ban text messaging while driving

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

Condition 16

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.

Condition 17

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

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

Condition 18

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier --

develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 19

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

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

Condition 20

Requirement to report potentially duplicative funding

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

Condition 21

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

The recipient (and 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.

Condition 22

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.

Condition 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.

Condition 24

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

The recipient (and 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.

Condition 25

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.

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).

Condition 26

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 27

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.

Condition 28

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.

Condition 29

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

The recipient, and 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."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 30

The subrecipient 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 subrecipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The subrecipient 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.

Condition 31

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).

Condition 32

The subrecipient agrees to comply with NHJB and 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 NHJB, 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).

Condition 33

The recipient agrees to submit to NHJB for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. 15PBJA-24-GG-03917-DGCT awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

Condition 34

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 35

The subrecipient 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.

Condition 36

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 37

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 UAS.

Condition 38

All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals' (NADCP)

publication: Defining Drug Courts: The Key

Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

Condition 39

Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Condition 40

The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a violent offender means a person who (1) is charged with or convicted of an

offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or

serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

Condition 41

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus

bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

[] I have read and understand the information presented in this section of the Federal Award Instrument.