

ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE

1519 13 28 E 17  
Bender

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER  
ATTORNEY GENERAL



ANN M. RICE  
DEPUTY ATTORNEY GENERAL

December 16, 2013

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, NH 03301

*Rattigan*  
Approved by Fiscal Committee 1/10/14  
Date

Her Excellency Governor Margaret Wood Hassan  
And the Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

1. Pursuant to RSA 124:15, authorize the Department of Justice to hire into Class 050, Part-Time salaries in the Consumer Protection Bureau, account #02-20-20-200510-2611 for the purpose of hiring a part time Attorney I to provide the administrative prosecution legal services required for the Board of Podiatry and the Board of Licensing for Alcohol & Other Drug Use Professionals effective with the date of approvals of the Fiscal Committee of the General Court and the Governor and Council through June 30, 2015. 100% Transfer from other agencies (fees).

Funds are available in account #02-20-20-200510-2611 as follows

<u>Class</u>	<u>Description</u>	<u>FY 14</u> <u>Amount</u>	<u>FY 15</u> <u>Amount</u>
050-500109	Part-time salaries	\$16,926	\$10,943
060-500611	Benefits (FICA)	\$ 1,294	\$ 837

2. Authorize the Department of Justice to enter into a Memorandum of Understanding (MOU) with the Board of Podiatry (Board) for the purpose of providing administrative prosecution legal services and to accept and expend \$10,000 from the Board for providing these services effective the date of Governor and Council approval through June 30, 2015. 100% Transfer from other agencies (fees).

These funds are available in account #05-074-074-741510-74150000 entitled "Department of Health and Human Services, Board of Podiatry."

3. Authorize the Department of Justice to enter into a Memorandum of Understanding (MOU) with the Board of Licensing for Alcohol & Other Drug Use Professionals (Board) for the purpose of

providing administrative prosecution legal services and to accept and expend \$20,000 from the Board for providing these services effective the date of Governor and Council approval through June 30, 2015. 100% Transfer from other agencies.

These funds are available in account #05-074-074-749210-74920000, entitled "Health and Human Services HHS Admin. Attached Boards, Board of Alcohol and Other Drug Abuse Professionals."

The above-mentioned funds in Requested Actions number two and three are to be budgeted in account #02-20-20-200510-2611, Department of Justice, Consumer Bureau as follows:

<u>FY 14</u>			<u>FY 15</u>					
<u>Class</u>	<u>Description</u>	<u>Current Budget</u>	<u>Requested Action</u>	<u>New Budget</u>	<u>Current Budget</u>	<u>Requested Action</u>	<u>New Budget</u>	
010-500100	Personal Services - Perm.Class	\$265,820	\$0	\$265,820	\$266,397	\$0	\$266,397	
013-500132	Personal Services - Unclassified-3	\$424,938	\$0	\$424,938	\$424,939	\$0	\$424,939	
014-500134	Personal Services - Unclassified-4	\$121,166	\$0	\$121,166	\$121,166	\$0	\$121,166	
010-500147	FT Employees Special Payments	\$12,820	\$0	\$12,820	\$12,820	\$0	\$12,820	
018-500106	Overtime	\$2,000	\$0	\$2,000	\$2,000	\$0	\$2,000	
020-500200	Current Expense	\$19,600	\$0	\$19,600	\$20,100	\$0	\$20,100	
022-500255	Rents-Leases other than State	\$3,700	\$0	\$3,700	\$3,700	\$0	\$3,700	
027-500290	Transfers to DOIT	\$79,587	\$0	\$79,587	\$71,755	\$0	\$71,755	
030-500320	Replacement Vehicle	\$17,000	\$0	\$17,000	\$0	\$0	\$0	
039-500188	Telecommunications	\$15,000	\$0	\$15,000	\$15,000	\$0	\$15,000	
046-500460	Consultants	\$65,000		\$65,000	\$65,000	\$0	\$65,000	
050-500109	Personal Service-Temp/Appointe	\$45,000	\$16,926	\$61,926	\$45,000	\$10,943	\$55,943	
060-500601	Benefits	\$325,992	\$1,294	\$327,286	\$340,516	\$837	\$341,353	
066-500543	Employee Training	\$3,000	\$0	\$3,000	\$3,000	\$0	\$3,000	
068-500562	Remuneration	\$1	\$0	\$1	\$1	\$0	\$1	
070-500704	In-State Travel Reimbursement	\$10,000	\$0	\$10,000	\$10,000	\$0	\$10,000	
080-500714	Out of State Travel Reimb	\$1,050	\$0	\$1,050	\$1,050	\$0	\$1,050	
	<b>Total</b>	<b>\$1,411,674</b>	<b>\$18,220</b>	<b>\$1,429,894</b>	<b>\$1,402,444</b>	<b>\$11,780</b>	<b>\$1,414,224</b>	
001-various	Transfer from other agencies	\$524,176	\$18,220	\$542,396	\$530,531	\$11,780	\$542,311	
009-407108	Agency Income	\$445,876		\$464,096	\$432,919		\$444,699	
	General Fund	\$441,622	\$0	\$441,622	\$438,994	\$0	\$438,994	
	<b>Total</b>	<b>\$1,411,674</b>	<b>\$18,220</b>	<b>\$1,429,894</b>	<b>\$1,402,444</b>	<b>\$11,780</b>	<b>\$1,414,224</b>	

#### EXPLANATION

The Department of Justice is requesting permission to enter into a MOU with the New Hampshire Board of Podiatry and the Board of Licensing for Alcohol & Other Drug Use Professionals to provide resources to conduct administrative prosecutions for the Boards on an as needed basis. The Boards have agreed to pay up to \$10,000 and \$20,000 respectively. The DOJ will use these funds for a Part-time Attorney I position to provide the services required. The attorney's duties shall include, but

not limited to, investigating complaints related to allegations of misconduct of licensees, preparing investigative reports, preparing cases for presentation to the Board, prosecuting cases before the Board, conducting administrative hearings, and conducting other legal enforcement activities as directed by the Department of Justice, with the advice of the Board.

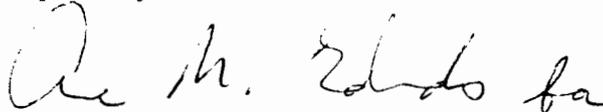
The following information is provided in accordance with the Comptroller's instructional memorandum dated September 21, 1981.

1. List of personnel involved: This request is for a Part-time Attorney I position, 29 hrs. per week at \$24.32 per hour.
2. Nature, Need, Duration: The position is needed to work in the Consumer Bureau's Administrative Prosecution Unit (APU). It is being requested through June 30, 2015 or through the availability of funds for the position.
3. Relationship to existing agency programs: This position is to provide assistance to the APU, which provides services to over 13 boards.
4. Has a similar program been requested of the legislature and denied? No.
5. Why wasn't funding included in the agency's budget request? These boards had not requested our services at that time.
6. Can portions of the grant funds be utilized? These are not grant funds, the funds are from the boards requesting our services.
7. Estimate the funds to continue this position. Approximately \$30,000 for part time salaries and benefits (FICA).

Please let me know if you have any questions concerning this request.

Your consideration is greatly appreciated.

Respectfully submitted,



Joseph A. Foster  
Attorney General

## **Faretra, Rosemary**

---

**From:** Spring, Laurie [Laurie.Spring@nh.gov]  
**Sent:** Thursday, November 21, 2013 8:29 AM  
**To:** Faretra, Rosemary  
**Subject:** RE: Corrections to submittals for new positions (Attorney I & Paralega II)

Good morning Rosemary!

I'm sorry for the delay in responding; I am out of the office on Wednesdays.

**I was able to establish the PT-TMP position for Attorney I. The new position number is TMPPPT4425.**

Because the other Work Unit was returned, you will need to resubmit it before I can see it on my end. When you are viewing your list of open action requests, right click on the request you would like to resubmit. Once you right-click, the system will give you an option box, and "Submit" is near the bottom of the list.

Once you do this, the system will assign a new work unit number. Just reply to this email with the new number, and I will go in and check it out.

Thank you!

Laurie

**From:** Faretra, Rosemary [mailto:Rosemary.Faretra@doj.nh.gov]  
**Sent:** Wednesday, November 20, 2013 2:09 PM  
**To:** Spring, Laurie  
**Subject:** Corrections to submittals for new positions (Attorney I & Paralega II)

Hi Laurie

I have made the corrections to both of the above (92348 & 91366). Not sure how this works on your end. The zip files now contain the current org chart and the PPFs.

Please let me know what is next in the process. This is the 1st time to request positions in the new system.

MEMORANDUM OF UNDERSTANDING  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF JUSTICE  
NEW HAMPSHIRE BOARD OF PODIATRY

A. Agreement

This Memorandum of Understanding between the New Hampshire Board of Podiatry (hereinafter "the Board") and the New Hampshire Department of Justice (hereinafter "the DOJ") sets forth the terms and conditions whereby the Board will pay the DOJ for the use of Administrative Prosecution Unit (hereinafter "APU") resources to conduct administrative prosecutions for the Board.

B. Contracting

The DOJ will be responsible for providing attorney, investigator, and paralegal resources to the Board, as appropriate, within APU.

C. Scope of Work

The APU attorney assignment to the Board's cases will be directed by DOJ with the advice and approval of the Board. The APU attorney's ongoing work will be supervised by the Chief of the Consumer Protection Bureau of the DOJ.

The APU attorney's duties shall include, but shall not be limited to the following:

1. Investigate complaints related to allegations of misconduct of licensees.
2. Prepare investigative reports derived from interviews, witnesses, oral or written statements and prepare cases for presentation to the Real Estate Appraiser Board.
3. Prosecute cases before the Board.
4. Conduct administrative hearings.
5. Conduct other legal and enforcement activities, as directed by the DOJ, with the advice and approval of the Board, for the Board's best interest.
6. The APU attorney will provide these services as needed and will work on a case-by-case basis.

D. Payment for Services

The DOJ will charge the Board the per-hour rate for the APU attorney plus an additional hourly rate for the APU investigator. The DOJ agrees to provide the APU attorney's computer and computer program licenses. The DOJ shall provide office space

and appropriate furniture for the APU attorney's office. The initial rate for the APU attorney will be \$133.00 per hour. The initial rate for the APU investigator will be \$51.00 per hour. Those rates are subject to increase in subsequent fiscal years based on increases in costs and salaries at the DOJ.

The Board shall set aside funds in an amount that will reasonably cover all expected expenses under this MOU, which requires the APU Attorney to work on a case-by-case basis for the Board for a total amount of no more than \$10,000.00 for FY 14.

The APU attorney will record the number of hours they work on each individual case. On a quarterly basis, the DOJ shall present an invoice to the Board for reimbursement of funds equaling the number of hours the APU attorney recorded multiplied by the reimbursement rate plus any expenses discussed below.

Reasonable expenses for travel, meals and lodging incurred by the APU attorney while on assignment for the Board at the Board's request will be paid by the Board, upon submission of any required receipts by the APU attorney to the Board. Such reasonable expenses shall be approved in advance by DOJ and approved and/or ratified at the next Board meeting. In those instances when an investigator is necessary to complete an investigation the Board shall pay for said services when, and only when, mutually agreed to by the Board and DOJ. In addition, the Board will reimburse expenses associated with an investigation, including witness fees and stenographic services under the general Board rules for the payment of operating costs.

The Board also agrees to pay for training directly related to issues of importance to the Board attended by the APU attorney or investigator, provided this training is at the request of, or with the prior approval of, the Board.

#### E. Evaluation

The DOJ and the Board will coordinate their evaluation of all APU Attorneys who work on Board cases by having the DOJ periodically evaluate the APU attorney's legal and employment performance and requesting that the Board evaluate each APU Attorney's performance.

The services must be provided in a manner satisfactory to the Board and the DOJ. In the event that the Board determines that the services are not provided in a satisfactory manner, the Board shall report its concerns to the DOJ, and the DOJ shall take appropriate action to address the Board's concerns within 90 days of receipt of the Board's report.

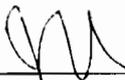
#### F. Miscellaneous

This agreement makes up the entire understanding between the parties. Neither party may further modify or amend the terms of this Agreement except by written agreement signed by both parties.

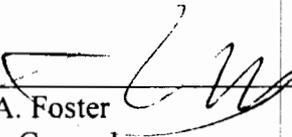
Neither this Agreement, nor any rights, duties, or obligations described herein, shall be assigned by either party hereto without the prior written consent of the other party. This Agreement shall be construed under the laws of the state of New Hampshire.

G. Duration

This Agreement is effective July 1, 2013 and shall continue until terminated, subject to appropriation of sufficient funds by the General Court. This Agreement may be terminated by either party with 90 days notice.

  
\_\_\_\_\_  
James H. Dolan, Jr., D.P.M., President  
NH Board of Podiatry

6-12-13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joseph A. Foster  
Attorney General  
NH Department of Justice

7-1-13  
\_\_\_\_\_  
Date

10

**MEMORANDUM OF UNDERSTANDING**  
**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF JUSTICE**  
**BOARD OF LICENSING FOR ALCOHOL & OTHER DRUG USE PROFESSIONALS**

**A. Agreement**

This Memorandum of Understanding between the New Hampshire Board of Licensing for Alcohol and Other Drug Abuse Professionals (hereinafter "the Board") and the New Hampshire Department of Justice (hereinafter "the DOJ") sets forth the terms and conditions whereby the Board will pay the DOJ for the use of Administrative Prosecution Unit (hereinafter "APU") resources to conduct administrative prosecutions for the Board.

**B. Contracting**

The DOJ will be responsible for providing attorney, investigator, and paralegal resources to the Board, as appropriate, within APU.

**C. Scope of Work**

The APU attorney assignment to the Board's cases will be directed by DOJ with the advice and approval of the Board. The APU attorney's ongoing work will be supervised by the Chief of the Consumer Protection Bureau of the DOJ.

The APU attorney's duties shall include, but shall not be limited to the following:

1. Investigate complaints related to allegations of misconduct of licensees.
2. Prepare investigative reports derived from interviews, witnesses, oral or written statements and prepare cases for presentation to the Real Estate Appraiser Board.
3. Prosecute cases before the Board.
4. Conduct administrative hearings.
5. Conduct other legal and enforcement activities, as directed by the DOJ, with the advice and approval of the Board, for the Board's best interest.
6. The APU attorney will provide these services as needed and will work on a case-by-case basis.

**D. Payment for Services**

The DOJ will charge the Board the per-hour rate for the APU attorney plus an additional hourly rate for the APU investigator. The DOJ agrees to provide the APU attorney's computer and computer program licenses. The DOJ shall provide office space

and appropriate furniture for the APU attorney's office. The initial rate for the APU attorney will be \$133.00 per hour. The initial rate for the APU investigator will be \$51.00 per hour. Those rates are subject to increase in subsequent fiscal years based on increases in costs and salaries at the DOJ.

The Board shall set aside funds in an amount that will reasonably cover all expected expenses under this MOU, which requires the APU Attorney to work on a case-by-case basis for the Board for a total amount of no more than \$20,000.00 for FY 14.

The APU attorney will record the number of hours they work on each individual case. On a quarterly basis, the DOJ shall present an invoice to the Board for reimbursement of funds equaling the number of hours the APU attorney recorded multiplied by the reimbursement rate plus any expenses discussed below.

Reasonable expenses for travel, meals and lodging incurred by the APU attorney while on assignment for the Board at the Board's request will be paid by the Board, upon submission of any required receipts by the APU attorney to the Board. Such reasonable expenses shall be approved in advance by DOJ and approved and/or ratified at the next Board meeting. In those instances when an investigator is necessary to complete an investigation the Board shall pay for said services when, and only when, mutually agreed to by the Board and DOJ. In addition, the Board will reimburse expenses associated with an investigation, including witness fees and stenographic services under the general Board rules for the payment of operating costs.

The Board also agrees to pay for training directly related to issues of importance to the Board attended by the APU attorney or investigator, provided this training is at the request of, or with the prior approval of, the Board.

#### **E. Evaluation**

The DOJ and the Board will coordinate their evaluation of all APU Attorneys who work on Board cases by having the DOJ periodically evaluate the APU attorney's legal and employment performance and requesting that the Board evaluate each APU Attorney's performance.

The services must be provided in a manner satisfactory to the Board and the DOJ. In the event that the Board determines that the services are not provided in a satisfactory manner, the Board shall report its concerns to the DOJ, and the DOJ shall take appropriate action to address the Board's concerns within 90 days of receipt of the Board's report.

#### **F. Miscellaneous**

This agreement makes up the entire understanding between the parties. Neither party may further modify or amend the terms of this Agreement except by written agreement signed by both parties.

Neither this Agreement, nor any rights, duties, or obligations described herein, shall be assigned by either party hereto without the prior written consent of the other party. This Agreement shall be construed under the laws of the state of New Hampshire.

**G. Duration**

This Agreement is effective *upon G+C approval* and shall continue until terminated, subject to appropriation of sufficient funds by the General Court. This Agreement may be terminated by either party with 90 days notice.

*Jacqui Abikoff*

Jacqui Abikoff

NH Board of Licensing For Alcohol & Other Drug Use Professionals

Date

*6/26/2013*

*Joseph A. Foster*

Joseph A. Foster  
Attorney General

NH Department of Justice

Date

*12/17/13*