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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

May 7, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State house  
Concord, New Hampshire 03301

### Requested Action

Authorize the Department of Safety, Division of State Police, to amend an existing Memorandum of Understanding with the Administrative Office of the Courts (AOC) by increasing the amount by \$130,419.00, raising the total amount from \$972,353.00 to \$1,102,772.00, and by extending the end date from June 30, 2015 to June 30, 2016 for the purpose of developing the AOC's components of the Integrated Criminal Justice Information System (J-ONE). The MOU was originally approved by the Governor and Council on August 13, 2008, as item #155, and was most recently extended on May 15, 2013, as item #89. Effective upon Governor and Council approval through June 30, 2016. Funding source: 100% Federal Funds.

Funds are available in the SFY2015 operating budget as follows:

02-23-23-234010-45650000	Dept. of Safety – Div. of State Police – J-ONE Earmark 09	<b>SFY2015</b>
046-500465	Consultants – It Consul-Non-Benefit	\$130,419.00
Activity Code: 23JN06PR		

### Explanation

The 2004 COPS Technology Award and the 2005 COPS Technology Award from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) were awarded to the Department of Safety to implement an integrated system for sharing and exchanging criminal justice information among state and local agencies in New Hampshire. The legislative parameters of J-ONE are outlined in New Hampshire RSA 106-K. This amendment extends the existing MOU for another year and provides for additional funds for the purpose of funding a change order with Tyler Technology to make changes to the Odyssey case management system to support changes needed to communicate disposition data from Odyssey to the Department of Safety, Division of Motor Vehicles, and the Department of Corrections.

As previously stated, the MOU was originally approved by the Governor and Council on August 13, 2008 as item #155. The MOU was then extended on July 15, 2009, item #139, and extended again on May 26, 2010, as item #90. The MOU was amended to provide additional funding on September 22, 2010, item #218, and was then extended on June 8, 2011, item #15; on June 20, 2012, item #222; and on May 15, 2013, item #89.

General funds and/or Highway funds will not be used should the Federal grant funds become unavailable. Indirect costs are not allowed under this grant.

Respectfully submitted,

*[Signature]*  
John J. Barthelmes  
Commissioner of Safety

STATE OF NEW HAMPSHIRE

AMENDMENT #2

MEMORANDUM OF UNDERSTANDING

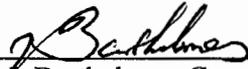
Department of Safety and Administrative Office of the Courts  
Regarding the Advancement of J-ONE

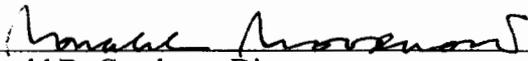
This letter serves as an amendment to the Memorandum of Understanding between the Department of Safety and the Administrative Office of the Courts originally signed on July 29, 2008.

This amendment provides additional funding provided from federal grant 2004-CK-WX-0125 as follows:

1. Additional Funding in the amount of \$130,419 to be utilized for project completion.
  - 1.1. Funding shall be budgeted in class 046 for the purpose of funding a change order to Tyler Technologies to support changes to various disposition records sent to J-One.
  - 1.2. This funding shall be utilized exclusively for the purpose noted in #1 when similarly allocated funding from 2005-CK-WX-0425 has been exhausted.
  - 1.3. This amendment contemplates completion of work as outlined in the July 29, 2008 MOU.
2. Extends the end date for the MOU from June 30, 2015 to June 30, 2016.

Signed, this 26<sup>th</sup> Day of February, 2015:

  
\_\_\_\_\_  
John J. Barthelmes, Commissioner  
N.H. Department of Safety

  
\_\_\_\_\_  
Donald D. Goodnow, Director  
Administrative Office of the Courts

CO-CO-04-2013-01



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

J+C # 89  
05-15-2013

April 15, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Authorize the Department of Safety, Division of State Police to extend the end date only of an existing Memorandum of Understanding (MOU) with the Administrative Office of the Courts (AOC) from June 30, 2013, to June 30, 2015. The MOU was originally approved by the Governor and Council on August 13, 2008, as Item #155. It was extended on July 15, 2009, item #139; on May 26, 2010, item #90; amended on September 22, 2010, item #218; extended on June 8, 2011, item #159; and on June 20, 2012, item # 222. Effective upon Governor and Council approval through June 30, 2015. Funding source: 100% Federal Funds.

### Explanation

This request is to extend the end date only until the end of SFY 2015 so that work outlined in this MOU can be completed. No amendment of the current MOU is necessary as page 3, paragraph 2, of the MOU states that the MOU shall remain in effect "until all funds authorized in this agreement have been expended and all reports and documentation required have been submitted to Safety, unless sooner terminated by mutual agreement of Safety and AOC".

The 2004 COPS Technology Award and the 2005 COPS Technology Award from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) were awarded to the Department of Safety (DOS) to implement an integrated system for sharing and exchanging criminal justice information among state and local agencies in New Hampshire. The legislative parameters of J-One are outlined in New Hampshire RSA 106-K. Originally, the AOC used funds provided by the Department of Safety to employ a project manager and to begin work on the specific components of the J-One project described in the attached Memorandum of Understanding (MOU). The funding for a project manager has been exhausted; therefore, a new project manager has been hired by the Department of Safety from a separate funding source while the work is being continued. Currently, approximately 75% of the work has been completed with approximately \$700,000.00 of the total amount expended to date. Approximately \$270,000.00 remains to be expended. Because the remaining work is contingent on other work that is ongoing, we are requesting a two-year extension to complete the project.

General and/or Highway funds will not be used should the federal funds become unavailable. Indirect costs are not allowed under this grant.

Respectfully Submitted,

Handwritten signature of John J. Barthelmes in black ink.  
John J. Barthelmes  
Commissioner of Safety

CO-ADMIN-05-2012-01

HC to Dept.  
6-5-12



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

6140 6-20-12  
# 222

JOHN J. BARTHELMES  
COMMISSIONER

May 5, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

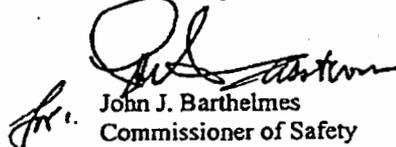
Authorize the Department of Safety, Division of State Police to extend the end date only of an existing Memorandum of Understanding with the Administrative Office of the Courts (AOC) from June 30, 2012, to June 30, 2013, for the purpose of developing the AOC's components of the Integrated Criminal Justice Information System (J-One). The MOU was originally approved by the Governor and Council on August 13, 2008 as Item #155. It was extended on July 15, 2009, item #139; on May 26, 2010, Item #90; and on June 8, 2011, item #159. Effective upon Governor and Council approval through June 30, 2013. Funding source: 100% Federal Funds.

### Explanation

The 2004 COPS Technology Award and the 2005 COPS Technology Award from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) was awarded to the Department of Safety to implement an integrated system for sharing and exchanging criminal justice information among state and local agencies in New Hampshire. The legislative parameters of J-One are outlined in New Hampshire RSA 106-K. The AOC will use funds provided by the Department of Safety to employ a project manager and to complete the specific components of the J-One project described in the attached Memorandum of Understanding (MOU). This action simply extends the end date to the end of fiscal year 13, so that work on the project can be completed. No amendment of the current MOU is necessary as page 3, paragraph 2 of the MOU states that the MOU shall remain in effect "until all funds authorized in this agreement have been expended and all reports and documentation required have been submitted to Safety, unless sooner terminated by mutual agreement of Safety and AOC".

General and/or Highway funds will not be used should the federal funds become unavailable. Indirect costs are not allowed under this grant.

Respectfully Submitted,

  
John J. Barthelmes  
Commissioner of Safety

HC to Doc 5-18-11



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

G & C 6-08-11  
# 159

JOHN J. BARTHELMES  
COMMISSIONER

May 5, 2011

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Authorize the Department of Safety, Division of State Police to extend the end date only, of an existing Memorandum of Understanding (MOU) with the Administrative Office of the Courts (AOC) approved by Governor & Council Aug. 13, 2008, Item #155, amended July 15, 2009, Item #139, May 26, 2010, Item # 90 and Sept. 22, 2010, Item # 218, from June 30, 2011 to June 30, 2012. This MOU is for the purpose of developing the AOC's components of the Integrated Criminal Justice Information System (J-One). Effective upon Governor and Council approval through June 30, 2012. Funding source: 100% Federal Funds.

### Explanation

The 2004 COPS Technology Award and the 2005 COPS Technology Award from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) was awarded to the Department of Safety to implement an integrated system for sharing and exchanging criminal justice information among state and local agencies in New Hampshire. The legislative parameters of J-One are outlined in New Hampshire RSA 106-K. The AOC will use funds provided by the Department of Safety to employ a project manager and to complete the specific components of the J-One project described in the attached MOU. This action simply extends the end date to the end of fiscal year 2012, so that work on the project can be completed. No amendment of the current MOU is necessary as page 3, paragraph 2 of the MOU states that the MOU shall remain in effect "until all funds authorized in this agreement have been expended and all reports and documentation required have been submitted to Safety, unless sooner terminated by mutual agreement of Safety and AOC".

General and/or Highway funds will not be used should the federal funds become unavailable. Indirect costs are not allowed under this grant.

Respectfully Submitted,

  
John J. Barthelmes  
Commissioner of Safety

Hlc to Dott 8/31/10

# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

G&C 09-22-10 #218

JOHN J. BARTHELMES  
COMMISSIONER

August 23, 2010

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Authorize the Department of Safety, Division of State Police to amend an existing Memorandum of Understanding with the Administrative Office of the Courts (Governor and Council #155, 8-13-08, extended by Governor and Council #139, 7-15-09 and Governor and Council #90, 5/26/10) by increasing the total by \$103,600 from \$868,753 to a new total of \$972,353. Effective upon Governor and Council approval through June 30, 2011. Funding source: 100% Federal Funds.

Funds are available in SFY2011 operating budget as follows:

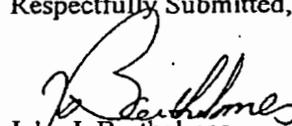
02-23-23-234010-4565 Dept. of Safety Division of State Police J-One Earmark 09  
046-500465 Consultants  
Activity Code: 23JN06PR

### Explanation

This MOU is for the purpose of developing the AOC's components of the Integrated Criminal Justice Information System (J-One). The 2004 COPS Technology Award and the 2005 COPS Technology Award from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) was awarded to the Department of Safety to implement an integrated system for sharing and exchanging criminal justice information among state and local agencies in New Hampshire. The legislative parameters of J-One are outlined in New Hampshire RSA 106-K. The AOC will use the additional funds provided by the Department of Safety to continue local project management to complete the specific components of the J-One project described in the original attached Memorandum of Understanding (MOU). The amendment adds the additional funding. Indirect costs are not allowed under this grant.

General and/or Highway funds will not be used should the federal funds become unavailable.

Respectfully Submitted,

  
John J. Barthelmes  
Commissioner of Safety

JJB:khl



JOHN J. BARTHELMES  
COMMISSIONER

# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

STATE OF NEW HAMPSHIRE

## AMENDMENT #1 MEMORANDUM OF UNDERSTANDING

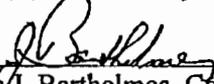
Department of Safety and Administrative Office of the Courts  
Regarding the Advancement of J-ONE

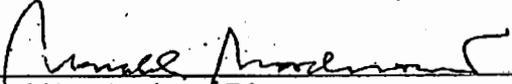
This letter serves as an amendment to the Memorandum of Understanding between the Department of Safety and the Administrative Office of the Courts originally signed on July 29, 2008.

This amendment provides additional funding provided from federal grant 2006-CK-WX-0210 as follows:

- 1 Additional Funding in the Amount of \$103,600 to be utilized for the continued local project management.
  - 1.1 Funding shall be budgeted consistent with the J-One grant adjustment notification approved by the U.S. Department of Justice on November 25, 2009 (attached).
- 2 This funding shall be utilized exclusively for the purpose noted in #1 when similarly allocated funding from 2005-CK-WX-0425 has been exhausted.
- 3 This amendment contemplates completion of work as outlined in the July 29, 2008 MOU.

Signed, this 18<sup>th</sup> Day of August, 2010:

  
\_\_\_\_\_  
John J. Barthelmes, Commissioner  
N.H. Department of Safety

  
\_\_\_\_\_  
Donald D. Goodnow, Director  
Administrative Office of the Courts

Hlc to Dott 5/13/10 D3



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

G+C 5-26-10  
#90

JOHN J. BARTHELMES  
COMMISSIONER

May 4, 2010

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## Requested Action

Authorize the Department of Safety, Division of State Police to amend the existing Memorandum of Understanding (MOU) with the Administrative Office of the Courts (AOC) by extending the completion date from June 30, 2010 until June 30, 2011. The MOU is for the purpose of developing the AOC's components of the Integrated Criminal Justice Information System (J-One) was originally approved by Governor and Council on August 13, 2008 Item #155, and extended by Governor and Council July 15, 2009, Item #139 Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

## Explanation

The 2004 COPS Technology Award and the 2005 COPS Technology Award from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) was awarded to the Department of Safety to implement an integrated system for sharing and exchanging criminal justice information among state and local agencies in New Hampshire. The legislative parameters of J-One are outlined in New Hampshire RSA 106-K. The AOC will use funds provided by the Department of Safety to employ a project manager and to complete the specific components of the J-One project described in the attached MOU. This action simply extends the end date to the end of fiscal year 2011, so that work on the project can be completed. No amendment of the current MOU is necessary, as page 3, paragraph 3 of the MOU states that the MOU shall remain in effect "until all funds authorized in this agreement have been expended and all reports and documentation required have been submitted to Safety, unless sooner terminated by mutual agreement of Safety and AOC".

General and/or Highway funds will not be used should the federal funds become unavailable. Indirect costs are not allowed under this grant.

Respectfully Submitted,

  
John J. Barthelmes  
Commissioner of Safety

Sent to Karen 6-9-09

GHC 7-15-09  
# 139

# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

June 8, 2009

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

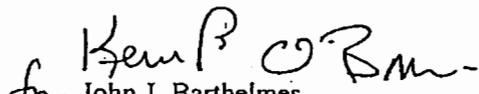
Authorize the Department of Safety, Division of State Police to amend Governor and Council Item #155, approved August 13, 2008, by extending the end date from July 22, 2009 to a new end date of June 30, 2010. The Memorandum of Understanding (MOU) is for the purpose of developing the Administrative Office of the Courts' (AOC) components of the Integrated Criminal Justice Information System (J-One). Effective upon Governor and Council approval.

### Explanation

The 2004 COPS Technology Award and the 2005 COPS Technology Award from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) was awarded to the Department of Safety to implement an integrated system for sharing and exchanging criminal justice information among state and local agencies in New Hampshire. The legislative parameters of J-One are outlined in RSA 106-K. The AOC will use funds provided by the Department of Safety to employ a project manager and to complete the specific components of the J-One project described in the attached MOU. This action simply extends the end date to the end of fiscal year 2010, so that work on the project can be completed. No amendment of the current MOU is necessary as page 3, paragraph 2 of the MOU states that the MOU shall remain in effect "until all funds authorized in this agreement have been expended and all reports and documentation required have been submitted to Safety, unless sooner terminated by mutual agreement of Safety and AOC".

General and/or Highway funds will not be used should the federal funds become unavailable. Indirect costs are not allowed under this grant.

Respectfully Submitted,

  
John J. Barthelmes  
Commissioner of Safety



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

July 29, 2008

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Authorize the Department of Safety, Division of State Police, to enter into a Memorandum of Understanding with the Administrative Office of the Courts (AOC) in the amount of \$868,753 for the purpose of developing the AOC's components of the Integrated Crime Justice Information System (J-One). Effective upon Governor and Council approval through July 22, 2009. Funding source: 100% Federal Funds.

Funding is available in the account titled J-ONE Earmark 09:

Activity Code: 2340	
010-023-4565-046 Job Number 23JONE04	\$144,000.00
010-023-4565-030 Job Number 23JONE05	\$166,353.00
010-023-4565-046 Job Number 23JONE05	\$558,400.00

### Explanation

The 2004 COPS Technology Grant Award and 2005 COPS Technology Grant Award from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) was awarded to the Department of Safety to implement an integrated system for sharing and exchanging criminal justice information among state and local agencies in New Hampshire. The legislative parameters of the J-One are outlined in New Hampshire RSA 106K.<sup>1</sup> Section 106-K outlines the basic design, implementation, and operational requirements for system.

<sup>1</sup> The full text of this statute is available from the New Hampshire government web site at URL  
<<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-VII-106-K.htm>>.

The AOC will use funds provided by the Department of Safety to employ a project manager and to complete the specific components of the J-One project described in the attached Memorandum of Understanding (MOU) which are elements of the Courts records management system or which are under control of the Courts. These funds will also be used by AOC to contract with its existing records system vendor, Tyler Technologies, to carry out the tasks described in Exhibit B attached.

General and/or Highway funds will not be used should these funds become unavailable.

Indirect costs are not allowed under this grant.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

G&C Admin Office of the Courts MOU

The State of New Hampshire

Memorandum of Understanding Between the  
Department of Safety and the Administrative Office of the Courts  
Regarding the Advancement of J-ONE

The Department of Safety ("Safety") and the Administrative Office of the Courts ("AOC") through this Memorandum of Understanding set forth the terms and conditions whereby Safety agrees to grant \$868,753 to the AOC for the purpose of developing the AOC's components of the Integrated Crime Justice Information System ("J-One"). The General Court enacted RSA Chapter 106-K to improve the effectiveness and efficiency of New Hampshire's criminal justice agencies and courts through the capture of criminal justice information at its source and through the electronic exchange of criminal justice information to authorized criminal justice agencies and courts. Safety, in collaboration with other executive branch agencies and the AOC, has secured two federal grants (#2005-CK-WX-0425 and #2004-CK-WX-0125) for the purposes of funding work on J-One.

Safety and the AOC hereby agree as follows:

The AOC will use funds provided by Safety to employ a project manager and to complete the specific components of the J-One project described herein and in the Exhibits attached hereto, which are elements of the Court's records management system or which are under the control of the Courts. All references to the Court's "records management system" or to its "current records management systems" in this

Memorandum of Understanding and its exhibits refer to the Tyler Technologies Inc. case management system called "Odyssey" which is currently being deployed in all New Hampshire trial courts.

The AOC agrees to use the funds provided by this MOU to carry out the specific tasks described in Exhibit A to this agreement, "Benchmark Document for J-ONE Funds"

The AOC further agrees to use the funds provided by this MOU to contract with its existing records system vendor, Tyler Technologies, to carry out the tasks described in Exhibit B to this agreement, "Tyler Technologies Task Summary for J-ONE"

Safety and the AOC agree that the AOC will use grant funds authorized by this agreement to recruit and hire a Criminal Justice System Integration Project Leader ("AOC Project Leader") who will represent the Judicial Branch in the J-ONE Project and who will be responsible for the design, development, integration, testing, and deployment of Judicial Branch interfaces with J-ONE. The AOC agrees that the AOC Project Leader will have qualifications and skills consistent with those specified in Exhibit C, Position Announcement # 08-38. The AOC agrees that the AOC Project Leader will be exclusively assigned to the duties as described in this agreement and its Exhibits. The AOC further agrees that the AOC Project Leader will complete and submit to Safety a time and effort log consistent with the log sample in Exhibit A, for each quarter with the quarterly billing documents.

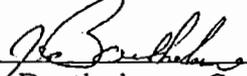
Safety agrees to make payments to the AOC in accordance with the terms and conditions described in Exhibit A, Benchmark Document for J-ONE Funds.

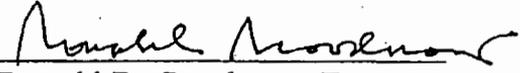
Safety and the AOC agree they will work diligently and in good faith to complete the tasks described in the Exhibit A and Exhibit B according to timelines to be agreed upon, with the AOC. To the extent that a conflict exists between Exhibit A and Exhibit B, Safety and the AOC agree to act in good faith to mutually resolve the conflict. The AOC Criminal Justice System Integration Project Leader funded by this agreement will be the primary point of contact between Safety and the AOC for this purpose. Safety and the AOC agree to cooperate in generating all reports and documentation required by federal grant authorities and State authorities.

Safety and the AOC agree to take reasonable measures to promote establishment of the J-ONE Integrated Criminal Justice Information Sharing System, as quickly as possible within available resources. The terms of this agreement may be altered by written agreement of Safety and the AOC. This agreement is effective upon approval by the Governor and Executive Council and acceptance by the Judicial Branch Administrative Council. It shall remain in effect until all funds authorized by this agreement have been expended and all reports and documentation required have been submitted to Safety, unless sooner terminated by mutual agreement of Safety and AOC.

This Memorandum of Understanding is entered into on this

29<sup>th</sup> day of July, 2008.

  
\_\_\_\_\_  
John Barthelmes, Commissioner  
Director  
Department of Safety

  
\_\_\_\_\_  
Donald D. Goodnow, Esq.,  
Administrative Office of  
the Courts

## Administrative Office of the Courts – Department of Safety

### Benchmark Document for J-ONE Funds

#### Summary

This document is incorporated in the “The State of New Hampshire Memorandum of Understanding Between the Department of Safety and the Administrative Office of the Courts Regarding the Advancement of J-ONE”.

This document contains five sections:

1. Billing and payment conditions.
2. Funding summary.
3. A summary of the anticipated benchmarks and deliverables for the Administrative Office of the Courts (AOC) in support of the J-ONE project. The AOC will be receiving J-ONE funds through the Department of Safety under grants #2005-CK-WX-0425 and #2004-CK-WX-0425.
4. A Time Certification Template. The AOC must submit the completed time certification document for the J-ONE project manager to the Department of Safety on a quarterly basis. The Department of Safety is the awardee on Grant #2005-CK-WX-0425 through which the AOC project manager is funded.
5. Federal Grant Provisions. The Administrative Office of the Courts and any contractors must certify to compliance with standard Federal Grant Provisions as attached. The AOC must request written approval from the Department of Safety for sole source procurements in excess of \$100,000 prior to purchasing equipment, technology or services, obligating funding for a contract, or entering into a contract with grant funds. A sole source, or procurement by noncompetitive proposals, is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. A sole source approval does not negate the requirement for prior approval from the Department of Safety to engaging consultants at a rate of more than \$550 per day as outlined in section 2. Of the Billing and Payment section of Exhibit A.

Approval has been received from federal authorities for a sole source contract with Tyler Technologies, Inc., no further sole source approval for that contract is required.

#### Billing and Payment Conditions

1. The Administrative Office of the Courts shall bill the Department of Safety for completed project tasks on a quarterly basis. No payment shall be made until the time certifications for the J-ONE

Exhibit A

staff position at AOC are received and approved by the Department of Safety. No payment shall be made until task reports from the AOC Project Manager that detail completed project goals are received and approved by the Department of Safety. Unless otherwise noted, quarterly reports shall be made to the Department of Safety on the third Monday of June, September, December, and March of each year. The task headings provided in this document are mapped to the grants that fund J-One work. The AOC must use the task headings provided in this document for their billing and time reporting to the Department of Safety.

- 2. Consultants that are paid with funds from the Department of Safety grants (Grant #2005-CK-WX-0425 and Grant #2004-CK-WX-0425) may not exceed a rate of \$550 per day. If the AOC wishes to pay a consultant rate in excess of \$550 per day, the AOC must contact the Department of Safety for approval.

Funding Summary

Grant year	Task	Budget Category	Description	Funds requested
2005	6	Equipment	Fax back server	\$166,353
2005	1	Contracts	Participate in the J-One System Review	\$ 41,600
2005	2	Contracts	Deliver Complaint Data Exchange	\$ 89,600
2005	3	Contracts	Deliver Dispositions Data Exchange	\$ 73,600
2005	4	Contracts	Deliver Bench Warrant Data Exchange	\$ 56,000
2005	6	Contracts	Protective Order System Upgrades	\$ 112,000
2004	3	Contracts	Bail Order System	\$ 144,000
2005	12	Personnel	AOC J-One Project Manager	\$ 125,100.00
2005	12	Fringe benefits	AOC J-One Project Manager	\$ 60,500.00
AOC Total funding				\$ 868,753

Anticipated Benchmarks

The following charts detail the anticipated AOC benchmarks and deliverables. Each chart provides one quarter (three months) of actions, benchmarks, and deliverables. The first quarter will be the first three full calendar months after the AOC J-ONE Project Manager begins work. To the extent necessary to maintain a target completion date of July 2010, Safety and the AOC agree to review and if necessary revise the timing of subsequent benchmarks after the completion of the work scheduled for the first quarter. The actions, benchmarks, and deliverables are provided for the AOC Program Manager, the AOC records management vendor (Tyler Technologies), and other AOC staff that are supporting their organization's support of J-One.

J-ONE will connect Odyssey, the Courts records management system, to other components of the criminal justice network operated by State, County, and Municipal Executive Branch agencies. Accordingly, nothing in the Actions and Benchmarks and Deliverables sections that follow shall be construed as conferring on the AOC or its J-ONE Project Manager authority or responsibility for overall management or administration for components of the J-ONE project that will be operated by entities other than the AOC. The AOC and its J-ONE Project Manager will be responsible for project management related to the receipt of data from other J-ONE entities by the Courts and the

transmission of data from the Courts to other J-ONE entities, by way of the connections established by the J-ONE project.

**Anticipated Benchmarks First Quarter**

Actions and Benchmarks	Deliverables
<p><b>1. 2005 Task 1. Perform a J-ONE System Review</b></p> <p>1.1. Meet with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders to determine the necessary steps to successfully develop the J-ONE as outlined in the strategic plan.</p> <p>1.2. The AOC is responsible for completing a number of tasks in support of the J-ONE, as outlined in the strategic plan. Compile a list of these anticipated tasks.</p> <p>1.3. Provide a list of risks and assumptions related to AOC work on the J-ONE that may impact the estimated completion dates on the project.</p> <p>1.4. Review and revise XML / data schemas to match current project requirements.</p> <p>1.5. Submit a report that lists and details the anticipated tasks with the associated risks and assumptions related to AOC's involvement in J-ONE in a format acceptable to the Department of Safety project managers.</p>	<p>A. Meeting report (Action 1.1.)</p> <p>B. List of tasks under AOC responsibility (Action 1.2.)</p> <p>C. List of risks and assumptions (Action 1.3.)</p> <p>D. A document that describes the review of the existing XML schema (Action 1.4.)</p> <p>E. A document that describes the revision of the existing XML schema (Action 1.4.)</p> <p>F. Report detailing tasks with associated risks and assumptions (Action 1.5.)</p>
<p><b>2. 2005 Task 2. Deliver Complaint Data Exchange</b></p> <p>2.1. Meet with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders to determine the necessary steps for the AOC to successfully accept electronic criminal complaints and send the updated complaints back to the originating agency, the CHRI and any other J-ONE stakeholders that may require the updated information.</p>	<p>A. Meeting report(s) (Action 2.1.)</p> <p>B. Document that details the necessary steps for AOC to process electronic complaints, as described (Action 2.1.)</p> <p>C. Meeting report(s) (Action 2.2.1.)</p>

<p>2.2. Undertake all technical and administrative tasks necessary to complete complaint data exchange, including:</p> <p>2.2.1. Meet with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders to determine the functional system design, review user requirements, evaluate approach options, review and revise XML / data schemas, and contribute the anticipated task timelines and deliverables to the overall project plan.</p> <p>2.2.2. Participate in and contribute to system design, testing, and implementation planning.</p> <p>2.2.3. Implement steps necessary to ensure that the AOC records management system is developed to support J-ONE electronic complaint requirements, including converting design to code, developing related documentation, setting up and operating test environments, conducting testing with J-ONE partners and updating code.</p> <p>2.3. Participate in project status meetings and provide quarterly progress reports to the Department of Safety project managers.</p>	<p>D. Functional design documents (Action 2.2.1.)</p> <p>E. Document detailing review of user requirements (Action 2.2.1.)</p> <p>F. Document that provides an evaluation of approach options (Action 2.2.1.)</p> <p>G. Revised complaint-related XML Schemas (Action 2.2.1.)</p> <p>H. Detailed timelines and deliverables by task for inclusion into overall project plan (Action 2.2.1.)</p> <p>I. Documents and meeting report(s) to support areas described in Action 2.2.2.</p> <p>J. Project management reports that document development of the AOC RMS (Action 2.2.3.)</p> <p>K. Project status updates on the conversion of system design into a functional system (Action 2.2.3.)</p> <p>L. Operational test results document (Action 2.2.3.)</p> <p>M. J-ONE interoperability testing report (Action 2.2.3.)</p> <p>N. Code updates, as needed (Action 2.2.3.)</p> <p>O. Quarterly progress reports, delivered to the Department of</p>
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	Safety (Action 2.3)
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<p><b>3. 2005 Task 3. Deliver Dispositions Data Exchange</b></p> <p>3.1. Meet with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders to determine the necessary steps for the AOC to send, and confirm receipt of, electronic dispositions to the originating agency, State and county corrections, the CHRI and any other J-ONE stakeholders that may require the updated information.</p> <p>3.2. Undertake all technical and administrative tasks necessary to complete disposition data exchange including:</p> <p>3.2.1. Meet with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders to determine the functional system design, review user requirements, evaluate approach options, review and revise XML / data schemas, and contribute the anticipated task timelines and deliverables to the overall project plan.</p> <p>3.2.2. Participate in and contribute to system design, testing, and implementation planning.</p> <p>3.2.3. Implement steps necessary to ensure that the AOC records management system is developed to support J-ONE electronic disposition requirements, including converting design to code, developing related documentation, setting up and operating test environments, conducting testing with J-ONE partners and updating code.</p> <p>3.3. Participate in project status meetings and provide quarterly progress report to the Department of Safety project managers.</p>	<p>A. Meeting report(s) (Action 3.1)</p> <p>B. Document that details the necessary steps for AOC to process electronic distributions, as described (Action 3.1)</p> <p>C. Meeting report(s) (Action 3.2.1)</p> <p>D. Functional design documents (Action 3.2.1)</p> <p>E. Document detailing review of user requirements (Action 3.2.1)</p> <p>F. Document that provides an evaluation of approach options (Action 3.2.1)</p> <p>G. Revised complaint-related XML Schemas (Action 3.2.1)</p> <p>H. Detailed timelines and deliverables by task for inclusion into overall project plan (Action 3.2.1)</p> <p>I. Documents and meeting report(s) to support areas described in Action 3.2.2</p> <p>J. Project management reports that document development of the AOC RMS (Action 3.2.3.)</p> <p>K. Project status updates on the conversion of system design into a</p>
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	<p>functional system (Action 3.2.3.)</p> <p>L. Operational test results document (Action 3.2.3.)</p> <p>M. J-ONE interoperability testing report (Action 3.2.3.)</p> <p>N. Code updates, as needed (Action 3.2.3.)</p> <p>O. Quarterly progress reports, delivered to the Department of Safety (Action 3.3)</p>
<p><b>4. 2005 Task 4. Deliver Bench Warrant Data Exchange</b></p> <p>4.1. Meet with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders to determine the necessary steps to exchange data between the current AOC records management system and the State bench warrant database operated by the Department of Safety.</p> <p>4.2. Determine if any other J-ONE stakeholders require bench warrant information and determine the steps necessary to exchange data with their electronic systems.</p> <p>4.3. Undertake all technical and administrative tasks necessary to complete bench warrant data exchange including:</p> <p>4.3.1. Meet with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders to determine the functional system design, reviewing user requirements, evaluate approach options, review and revise XML / data schemas, and contribute the anticipated task timelines and deliverables to the overall project plan.</p>	<p>A. Meeting notes (Action 4.1)</p> <p>B. Document detailing required steps to deliver bench warrant data exchange (Action 4.1)</p> <p>C. Document detailing a review of J-ONE stakeholders and their need, if any, to receive electronic bench warrant information (Action 4.2.)</p> <p>D. Meeting report(s) (Action 4.3.1.)</p> <p>E. Functional design documents (Action 4.3.1.)</p> <p>F. Document detailing review of user requirements (Action 4.3.1.)</p> <p>G. Document that provides an evaluation of approach options (Action 4.3.1.)</p> <p>H. Revised complaint-related XML Schemas (Action 4.3.1.)</p> <p>I. Detailed timelines and</p>

<p>4.3.2. Participate in and contribute to system design, testing, and implementation planning.</p> <p>4.4. Participate in project status meetings and provide quarterly progress report to the Department of Safety project managers.</p>	<p>deliverables by task for inclusion into overall project plan (Action 4.3.1.)</p> <p>J. Documents and meeting report(s) to support areas described in Action 4.3.2.</p> <p>K. Meeting report(s) as described in Action 4.4.</p> <p>L. Quarterly progress reports, delivered to the Department of Safety (Action 4.4.)</p>
<p><b>5. 2005 Task 12. Administrative Office of the Courts: Project Management Contract</b></p> <p>5.1. Advertise for, interview, and hire a J-ONE Program Manager.</p> <p>5.2. The Program Manager will take responsibility for all J-ONE-related Judicial Branch efforts listed in this document.</p> <p>5.3. The Program Manager will meet, as required, with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders in support of the J-ONE development and operations.</p> <p>5.4. The Project Manager will facilitate the design, development, integration, testing, and deployment of information sharing solutions that involve the AOC.</p> <p>5.5. The Project Manager will provide an analysis of problematic issues associated with the Judicial Branch's involvement in J-ONE and coordinate solutions with J-ONE stakeholders, Tyler and court users.</p> <p>5.6. The Project Manager will be responsible for securing court administrative approval of all solutions</p>	<p>A. Project description for new position (Action 5.1.)</p> <p>B. Announcement of new hire to the J-ONE stakeholders (Action 5.1.)</p> <p>C. Meeting report(s) as discussed in Action 5.3</p> <p>D. Documents and reports to address Action 5.4 (described throughout this document)</p> <p>E. Document that presents an analysis of the problematic issues of Judicial Branch involvement in J-ONE, as described in Action 5.5. This report should be updated periodically and should include updates that address the development of solutions to the problematic issues. (Action 5.5)</p> <p>F. Documents, for approval within</p>

<p>involving changes in business process in the courts related to the electronic exchange of J-ONE data.</p> <p>5.7. The Program Manager will compile and submit all quarterly reports and statements as required by this document and any other reports required in support of J-ONE.</p> <p>5.8. On a quarterly basis, the Program Manager will complete and submit a completed time certification document to the Department of Safety grants management staff.</p>	<p>the AOC, that detail changes in workflow. Documents should be forwarded to J-ONE stakeholders for reference (Action 5.6)</p> <p>G. Quarterly progress reports, delivered to the Department of Safety (Action 5.7.)</p> <p>H. Any and all other reports, as required (Action 5.7.)</p> <p>I. Time certification for AOC project manager time spent on J-ONE. Submitted to Department of Safety grants management staff on a quarterly basis (Action 5.8).</p>
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**Anticipated Benchmarks Second Quarter**

<p><b>6. 2005 Task 2. Deliver Complaint Data Exchange</b></p> <p>6.1. Undertake all technical and administrative tasks necessary to complete complaint data exchange including:</p> <p>6.1.1. Complete any tasks from the last quarter that have not been resolved.</p> <p>6.1.2. Participate in, and support, systems testing, provide a systems testing report to the Department of Safety project managers, and develop / modify code as required.</p> <p>6.1.3. Develop training materials and ensure AOC staff members are trained to use the J-ONE electronic data exchange functionality.</p> <p>6.1.4. Produce any supporting materials and artifacts required by the Department of Safety project managers to ensure the success of the project including; system monitoring reports, ad hoc</p>	<p>A. Document detailing those tasks from the previous performance period(s) that are not complete (Action 6.1.1.)</p> <p>B. Meeting reports as discussed in 6.1.2</p> <p>C. Systems testing update and review report (Action 6.1.2.)</p> <p>D. Report detailing updates and changes to code (Action 6.1.2.)</p> <p>E. Documents and other materials that detail the training program for AOC staff (Action 6.1.3)</p> <p>F. Other reports as required by Department of Safety, including system monitoring reports, detailed</p>
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Exhibit A

<p>reports, and detailed problem reporting, as required.</p> <p>6.2. Participate in project status meetings and provide quarterly progress report to the Department of Safety project managers.</p>	<p>problem reporting and other ad hoc reports (Action 6.1.4)</p> <p>G. Project status meeting reports (Action 6.2.)</p> <p>H. Quarterly progress reports to the Department of Safety (Action 6.2.)</p>
<p><b>7. 2005 Task 3. Deliver Dispositions Data Exchange</b></p> <p>7.1. Undertake all technical and administrative tasks necessary to complete disposition data exchange including:</p> <p>7.1.1. Complete any tasks from the last quarter that have not been resolved.</p> <p>7.1.2. Develop training materials and ensure AOC staff members are trained to use the J-ONE electronic data exchange functionality.</p> <p>7.1.3. Produce any supporting materials and artifacts required by the Department of Safety project managers to ensure the success of the project including; system monitoring reports, ad hoc reports, and detailed problem reporting, as required.</p> <p>7.2. Participate in project status meetings and provide quarterly progress report to the Department of Safety project managers.</p>	<p>A. Document detailing those tasks from the previous performance period(s) that are not complete (Action 7.1.1)</p> <p>B. Documents and other materials that detail the training program for AOC staff (Action 7.1.2.)</p> <p>C. Other reports as required by Department of Safety, including system monitoring reports, detailed problem reporting and other ad hoc reports (Action 7.1.3)</p> <p>D. Project status meeting reports (Action 7.2.)</p> <p>E. Quarterly progress reports to the Department of Safety (Action 7.2.)</p>
<p><b>8. 2005 Task 4. Deliver Bench Warrant Data Exchange</b></p> <p>8.1. Meet with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders to determine the necessary steps to exchange data between the current AOC records management system and the State bench warrant database run by the Department of Safety and any other J-ONE stakeholders that may require the information.</p> <p>8.1.1. Provide a final report summarizing the actions needed to accomplish the electronic exchange of J-</p>	<p>A. Meeting report(s) for meetings with J-ONE project managers, system operators, support vendors, and other stakeholders, as described in Action 8.1.</p> <p>B. Document detailing the necessary steps to exchange data between AOC and the State database, as discussed in Action 8.1.</p> <p>C. Final report with specific steps</p>

<p>ONE data.</p> <p>8.2. Undertake all technical and administrative tasks necessary to complete bench warrant data exchange including:</p> <p>8.2.1. Complete any tasks from the last quarter that have not been resolved</p> <p>8.2.2. Develop training materials and ensuring AOC staff members are trained to use the J-ONE electronic data exchange functionality.</p> <p>8.2.3. Produce any supporting materials and artifacts required by the Department of Safety project managers to ensure the success of the project including system monitoring reports, ad hoc reports, and detailed problem reporting as required.</p> <p>8.3. Participate in project status meetings and provide quarterly progress report to the Department of Safety project managers.</p>	<p>and actions required to accomplish electronic bench warrant data exchange (8.1.1.)</p> <p>D. Document detailing those tasks from the previous performance period(s) that are not complete (Action 8.2.1.)</p> <p>E. Documents and other materials that detail the training program for AOC staff (Action 8.2.2.)</p> <p>F. Other reports as needed including system monitoring reports and detailed problem reports (Action 8.2.3.)</p> <p>G. Project status meeting reports (Action 8.3.)</p> <p>H. Quarterly progress reports to the Department of Safety (Action 8.3.)</p>
<p><b>9. 2005 Task 12. Administrative Office of the Courts Project Management Contract</b></p> <p>9.1. Continue to perform programmatic duties as outlined in this document.</p> <p>9.2. The Program Manager will compile and submit all quarterly reports and statements as required by this document and any other reports required in support of J-ONE.</p> <p>9.3. On a quarterly basis, the Program Manager will complete and submit a completed time certification document to the Department of Safety grants management staff.</p>	<p>A. Quarterly reports, and all other reports, as required (Action 9.2.)</p> <p>B. Time certification for AOC project manager time spent on J-ONE. Submitted to Department of Safety grants management staff on a quarterly basis (Action 9.3)</p>

Anticipated Benchmarks Third Quarter

<p><b>10. 2005 Task 2. Deliver Complaint Data Exchange</b></p> <p>10.1. Undertake all technical and administrative tasks</p>	<p>A. Document detailing those tasks from the previous performance</p>
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Exhibit A

<p>necessary to complete complaint data exchange including:</p> <p>10.1.1. Complete any tasks from the last quarter that have not been resolved.</p> <p>10.2. Participate in project status meetings and provide a final report summarizing the actions that were taken to accomplish this task.</p>	<p>from the previous performance period(s) that are not complete (Action 10.1.)</p> <p>B. Project status meeting reports (Action 10.2.)</p> <p>C. Provide a final report detailing the delivery of the final product (Action 10.2.)</p>
<p><b>11. 2005 Task 3. Deliver Dispositions Data Exchange</b></p> <p>11.1. Undertake all technical and administrative tasks necessary to complete disposition data exchange including:</p> <p>11.1.1. Complete any tasks from the last quarter that have not been resolved.</p> <p>11.2. Participate in project status meetings and provide a final report summarizing the actions that were taken to accomplish this task.</p>	<p>D. Document detailing those tasks from the previous performance period(s) that are not complete (Action 11.1.1)</p> <p>E. Project status meeting reports (Action 11.2.)</p> <p>F. Provide a final report detailing the delivery of the final product (Action 11.2.)</p>
<p><b>12. 2005 Task 4. Deliver Bench Warrant Data Exchange</b></p> <p>12.1. Undertake all technical and administrative tasks necessary to complete bench warrant data exchange including:</p> <p>12.1.1. Complete any tasks from the last quarter that have not been resolved.</p> <p>12.2. Participate in project status meetings and provide a final report summarizing the actions that were taken to accomplish this task.</p>	<p>A. Document detailing those tasks from the previous performance period(s) that are not complete (Action 12.1.1.)</p> <p>B. Project status meeting reports (Action 12.2.)</p> <p>C. Report detailing the work completed and the work yet to be completed with a timeline and plan for completion (Action 12.2.)</p>
<p><b>13. 2005 Task 6. Protective Order System Upgrades</b></p> <p>13.1. Meet with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders to develop and implement an upgrade to the protective order system as outlined in the J-ONE strategic plan.</p>	<p>A. Meeting report(s) as described in Action 13.1.</p> <p>B. Report that details proposed plan to upgrade the existing protective order system (Action 13.1.)</p>

<p>as outlined in the J-ONE strategic plan.</p> <p>13.2. Undertake all technical and administrative tasks necessary to complete data exchange including:</p> <p>13.2.1. Meet with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders to determine the functional system design, review user requirements, evaluate approach options, review and revise XML / data schemas, and contribute the anticipated task timelines and deliverables to the overall project plan.</p> <p>13.2.2. Lead system design, testing, and implementation planning.</p> <p>13.2.3. Purchase and install an upgraded fax back server that has electronic data sharing functionality that will meet J-ONE requirements.</p> <p>13.3. Participate in project status meetings and provide quarterly progress report to the Department of Safety project managers.</p>	<p>C. Meeting report(s) for the meeting(s) with Department of Safety, J-ONE system operators, support vendors and other stakeholders to discuss the protective order system upgrade (Action 13.2.1.)</p> <p>D. Protective order functional design document (Action 13.2.1.)</p> <p>E. Document that reviews the protective order user requirements (Action 13.2.1.)</p> <p>F. Report that presents an evaluation of the approach options with recommendations (Action 13.2.1.)</p> <p>G. Document that examines the existing and revised XML schemas and presents a recommendation for revisions, if needed, to accommodate protective order data (Action 13.2.1.)</p> <p>H. Protective order project timeline for inclusion into the overall project timeline (Action 13.2.1.)</p> <p>I. Purchase research and justification for the proposed fax-back server (Action 13.2.3.)</p> <p>J. Project status meeting report(s) (Action 13.3.)</p> <p>K. Quarterly progress report delivered to the Department of Safety (Action 13.3.)</p>
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<p><b>14. 2004 Task 3. Bail Order System</b></p> <p>14.1. Meet with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders to develop and implement an upgrade to the bail order system as outlined in the J-ONE strategic plan.</p> <p>14.2. Undertake all technical and administrative tasks necessary to complete an upgrade to the bail order system as outlined in the J-ONE strategic plan including:</p> <p>14.2.1. Develop user requirements Meet with Department of Safety J-ONE project managers, other J-ONE system operators and support vendors, and other stakeholders to determine the functional system design, evaluate approach options, review and revise XML / data schemas, and contribute the anticipated task timelines and deliverables to the overall project plan.</p> <p>14.2.2. Lead system design, testing, and implementation planning.</p> <p>14.3. Participate in project status meetings and provide quarterly progress report to the Department of Safety project managers.</p>	<p>A. Meeting report(s) as described in Action 14.1</p> <p>B. Report that details the proposed plan to incorporate bail orders into the J-ONE system (Action 14.1.)</p> <p>C. Detailed user requirements document (Action 14.2.1.)</p> <p>D. Meeting report(s) for the meeting(s) with Department of Safety, J-ONE system operators, support vendors and other stakeholders to discuss the bail order integration into J-ONE (Action 14.2.1.)</p> <p>E. Bail order system functional design document (Action 14.2.1.)</p> <p>F. Report that presents an evaluation of the approach options with recommendations (Action 14.2.1.)</p> <p>G. Document that examines the existing and revised XML schemas and presents a recommendation for revisions, if needed, to accommodate bail order data (Action 14.2.1.)</p> <p>H. Bail order project timeline for inclusion into the overall project timeline (Action 14.2.1.)</p> <p>I. Project status meeting report(s) (Action 14.3.)</p> <p>J. Quarterly progress report delivered to the Department of</p>
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<p><b>15. 2005 Task 12. Administrative Office of the Courts Project Management Contract</b></p> <p>15.1. Continue to perform programmatic duties as outlined in this document.</p> <p>15.2. The Program Manager will compile and submit all quarterly reports and statements as required by this document and any other reports required in support of J-ONE.</p> <p>15.3. On a quarterly basis, the Program Manager will complete and submit a completed time certification document to the Department of Safety grants management staff.</p>	<p>Safety (Action 14.3.)</p> <p>A. Quarterly reports, and all other reports, as required (Action 15.2.)</p> <p>B. Time certification for AOC project manager time spent on J-ONE. Submitted to Department of Safety grants management staff on a quarterly basis (Action 15.3.)</p>
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**Anticipated Benchmarks Fourth Quarter**

<p><b>16. 2005 Task 6. Protective Order System Upgrades</b></p> <p>16.1. Undertake all technical and administrative tasks necessary to complete the Protective Order system enhancements including:</p> <p>16.1.1. Completing any tasks from the last quarter that have not been resolved.</p> <p>16.1.2. Implement steps necessary to ensure that the protective order system is upgraded including converting design to code, developing related documentation, setting up and operating test environments, conducting testing with J-ONE partners and updating code.</p> <p>16.1.3. Lead system testing, provide a system testing report to the Department of Safety project managers, develop / modify code as required</p> <p>16.1.4. Develop training materials and ensuring AOC staff members are trained to use the J-ONE electronic data exchange functionality.</p>	<p>A. Document detailing those tasks from the previous performance period(s) that are not complete (Action 16.1.1.)</p> <p>B. Document providing a plan for completing outstanding tasks (Action 16.1.1.)</p> <p>C. Project management documents related to the development of the protective order system upgrade (Action 16.1.2.)</p> <p>D. System testing report; to be delivered to the Department of Safety (Action 16.1.3.)</p> <p>E. Code development and modification report (Action 16.1.3.)</p> <p>F. Documents and materials</p>
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<p>16.1.5. Produce any supporting materials and artifacts required by the Department of Safety project managers to ensure the success of the project including system monitoring reports, ad hoc reports, and detailed problem reporting as required.</p> <p>16.2. Participate in project status meetings and provide quarterly progress report to the Department of Safety project managers.</p>	<p>developed as training materials for AOC staff (Action 16.1.4.)</p> <p>G. Appropriate reports and materials, as needed, in support of the project. To include system monitoring reports and detailed problem reporting. (Action 16.1.5.)</p> <p>H. Project Status meeting report(s) (Action 16.2.)</p> <p>I. Quarterly progress reports to the Department of Safety project managers (Action 16.2.)</p>
<p><b>17. 2004 Task 3. Bail Order System</b></p> <p>17.1. Undertake all technical and administrative tasks necessary to develop a bail order system including:</p> <p>17.1.1. Complete any tasks from the last quarter that have not been resolved.</p> <p>17.1.2. Implement all steps necessary to ensure that the AOC bail order system is developed to meet J-ONE requirements including converting design to code, developing related documentation, setting up and operating test environments, conducting testing with J-ONE partners and updating code</p> <p>17.1.3. Lead and support system testing, provide a system testing report to the Department of Safety project managers, develop / modify code as required</p> <p>17.1.4. Develop training materials and ensuring AOC staff members are trained to use the J-ONE electronic data exchange functionality.</p> <p>17.1.5. Produce any supporting materials and artifacts required by the Department of Safety project managers to ensure the success of the project including system monitoring reports, ad hoc reports, and detailed problem reporting as required.</p>	<p>A. Document detailing those tasks from the previous performance period(s) that are not complete (Action 17.1.1.)</p> <p>B. Document providing a plan for completing outstanding tasks (Action 17.1.1.)</p> <p>C. Project management documents related to the development of the bail order system upgrade (Action 17.1.2.)</p> <p>D. System testing report; to be delivered to the Department of Safety (Action 17.1.3.)</p> <p>E. Code development and modification report (Action 17.1.3.)</p> <p>F. Documents and materials developed as training materials for AOC staff (Action 17.1.4.)</p> <p>G. Appropriate reports and materials, as needed, in support of</p>

<p>17.2. Participate in project status meetings and provide quarterly progress report to the Department of Safety project managers.</p>	<p>the project. To include system monitoring reports and detailed problem reporting. (Action 17.1.5.)</p> <p>H. Project Status meeting report(s) (Action 17.2.)</p> <p>I. Quarterly progress reports to the Department of Safety project managers (Action 17.2.)</p>
<p><b>18. 2005 Task 12. Administrative Office of the Courts Project Management Contract</b></p> <p>18.1. Continue to perform programmatic duties as outlined in this document.</p> <p>18.2. The Program Manager will compile and submit all quarterly reports and statements as required by this document and any other reports required in support of J-ONE.</p> <p>18.3. On a quarterly basis, the Program Manager will complete and submit a completed time certification document to the Department of Safety grants management staff.</p>	<p>A. Quarterly reports, and all other reports, as required (Action 18.2.)</p> <p>B. Time certification for AOC project manager time spent on J-ONE. Submitted to Department of Safety grants management staff on a quarterly basis (Action 18.3.)</p>

**Anticipated Benchmarks Fifth Quarter**

<p><b>19. 2005 Task 6. Protective Order System Upgrades</b></p> <p>19.1. Undertake all technical and administrative tasks necessary to complete the protective order system upgrades:</p> <p>19.1.1. Complete any tasks from the last quarter that have not been resolved.</p> <p>19.2. Participate in project status meetings and provide a final report summarizing the actions that were taken to accomplish this task.</p>	<p>A. Document detailing those tasks from the previous performance period(s) that are not complete (Action 19.1.1.)</p> <p>B. Document providing a plan for completing outstanding tasks (Action 19.1.1.)</p> <p>Project status meeting report(s) (Action 19.2.)</p> <p>C. Provide a final report detailing</p>
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Exhibit A

	<p>the delivery of the final product (Action 19.2.)</p>
<p><b>20. 2004 Task 3. Bail Order System</b></p> <p>20.1. Undertake all technical and administrative tasks necessary to complete the bail order system including:</p> <p>20.1.1. Complete any tasks from the last quarter that have not been resolved.</p> <p>20.2. Participate in project status meetings and provide a final report summarizing the actions that were taken to accomplish this task.</p>	<p>A. Document detailing those tasks from the previous performance period(s) that are not complete (Action 20.1.1.)</p> <p>B. Document providing a plan for completing outstanding tasks (Action 20.1.1.)</p> <p>C. Project status meeting report(s) (Action 20.2.)</p>
<p><b>21. 2005 Task 12. Administrative Office of the Courts Project Management Contract</b></p> <p>21.1. Continue to perform programmatic duties as outlined in this document.</p> <p>21.2. The Program Manager will compile and submit all quarterly reports and statements as required by this document and any other reports required in support of J-ONE.</p> <p>21.3. On a quarterly basis, the Program Manager will complete and submit a completed time certification document to the Department of Safety grants management staff.</p>	<p>A. Quarterly reports, and all other reports, as required (Action 21.2)</p> <p>B. Time certification for AOC project manager time spent on J-ONE. Submitted to Department of Safety grants management staff on a quarterly basis (Action 21.3.)</p>

**Anticipated Benchmarks Sixth Quarter**

<p><b>22. 2004 Task 3. Bail Order System</b></p> <p>22.1. Undertake all technical and administrative tasks necessary to complete the bail order system including:</p> <p>22.1.1. Complete any tasks from the last quarter that have not been resolved.</p> <p>22.2. Participate in project status meetings and provide a final report summarizing the actions that were taken to accomplish this task.</p>	<p>A. Document detailing those tasks from the previous performance period(s) that are not complete (Action 20.1.1)</p> <p>B. Document providing a plan for completing outstanding tasks (Action 20.1.1.)</p> <p>C. Project status meeting report(s) (Action 20.2.)</p>
<p><b>23. 2005 Task 12. Administrative Office of the Courts: Project Management Contract</b></p> <p>23.1. Continue to perform programmatic duties as outlined in April – June 2008 benchmarks.</p> <p>23.2. The Program Manager will compile and submit all quarterly reports and statements as required by this document and any other reports required in support of J-ONE.</p> <p>23.3. On a quarterly basis, the Program Manager will complete and submit a completed time certification document to the Department of Safety grants management staff.</p>	<p>A. Quarterly reports, and all other reports, as required (Action 23.2.)</p> <p>B. Time certification for AOC project manager time spent on J-ONE. Submitted to Department of Safety grants management staff on a quarterly basis (Action 23.3.)</p>

**Anticipated Benchmarks Seventh Quarter**

<p><b>24. 2004 Task 3. Bail Order System</b></p> <p>24.1. Undertake all technical and administrative tasks necessary to complete the bail order system including:</p> <p>24.1.1. Complete any tasks from the last quarter that have not been resolved.</p> <p>24.2. Participate in project status meetings.</p>	<p>A. Document detailing those tasks from the previous performance period(s) that are not complete (Action 20.1.1.1)</p> <p>B. Document providing a plan for completing outstanding tasks (Action 20.1.1.)</p>
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**Exhibit A**

	C. Project status meeting report(s) (Action 20.2.)
<p><b>25. 2005 Task 12. Administrative Office of the Courts: Project Management Contract</b></p> <p>25.1. Continue to perform programmatic duties as outlined in this document.</p> <p>25.2. The Program Manager will compile and submit all quarterly reports and statements as required by this document and any other reports required in support of J-ONE.</p> <p>25.3. On a quarterly basis, the Program Manager will complete and submit a completed time certification document to the Department of Safety grants management staff.</p>	<p>D. Quarterly reports, and all other reports, as required (Action 23.2.)</p> <p>E. Time certification for AOC project manager time spent on J-ONE. Submitted to Department of Safety grants management staff on a quarterly basis (Action 23.3.)</p>

**Anticipated Benchmarks Last Quarter or by July 2010 whichever is earlier**

<p><b>26. 2004 Task 3. Bail Order System</b></p> <p>26.1. Undertake all technical and administrative tasks necessary to complete the bail order system including:</p> <p>26.1.1. Complete any tasks from the last quarter that have not been resolved.</p> <p>26.2. Participate in project status meetings and provide a final report summarizing the actions that were taken to accomplish this task.</p>	<p>F. Document detailing those tasks from the previous performance period(s) that are not complete (Action 20.1.1.1)</p> <p>G. Document providing a plan for completing outstanding tasks (Action 20.1.1.)</p> <p>H. Project status meeting report(s) (Action 20.2.)</p> <p>I. Provide a final report detailing the delivery of the final product (Action 20.2.)</p>
<p><b>27. 2005 Task 12. Administrative Office of the Courts: Project Management Contract</b></p> <p>27.1. Continue to perform programmatic duties as outlined in this document.</p>	<p>J. Quarterly reports, and all other reports, as required (Action 23.2.)</p> <p>K. Time certification for AOC</p>

<p>in this document.</p> <p>27.2. The Program Manager will compile and submit all quarterly reports and statements as required by this document and any other reports required in support of J-ONE.</p> <p>27.3. On a quarterly basis, the Program Manager will complete and submit a completed time certification document to the Department of Safety grants management staff.</p>	<p>project manager time spent on J-ONE. Submitted to Department of Safety grants management staff on a quarterly basis (Action 23.3.)</p>
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Exhibit A

**Administrative Office of the Courts Project Management Time Certification Template**

The image on this page is a representation of the time certification template the Department of Safety has provided the Administrative Office of the Courts in electronic format (document name: Time and Effort Log\_1.xls). The AOC must submit a completed time certification document for the J-ONE project manager that is funded from Grant #2005-CK-WX-0425 on a quarterly basis.

Time Sheet J-ONE

Name

Payperiod: Start: End:

*All time should be reported in Hours*

TASK	2/29/2008	3/1/2008	3/2/2008	3/3/2008	3/4/2008	3/5/2008	3/6/2008	3/7/2008	3/8/2008	3/9/2008	3/10/2008	3/11/2008	3/12/2008	3/13/2008	
	Friday	Sat	Sun	Mon	Tues	Wed	Thurs	Friday	Sat	Sun	Mon	Tues	Wed	Thurs	
2004 J-ONE															0.0
2005 J-ONE															0.0
2005 J-ONE															0.0
<b>Total Hours</b>	<b>0.0</b>														

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Federal Grant Provisions

NOTE: The Grant terms and conditions must be submitted within thirty (30) days from award date and prior to disbursement of funds unless otherwise specified.

As a condition of the receipt of these funds: AOC/DOS Cooperative Agreement "J-One Project Support II"

Attachment: A

Funding may be suspended or terminated for filing a false certification in this application or other reports or documents as part of this program.

1. Freedom of Information Act (FOIA): US DOJ recognizes that much of the information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under Federal control is subject to requests made pursuant to the FOIA, 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the US DOJ FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult G&T regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR Part 29) and Sensitive Security Information (49 CFR Part 1520), as these designations may provide additional protection to certain classes of homeland security information.
2. Availability of Federal Funds: This grant award is contingent upon availability of federal funds approved by Congress. No State funds will be substituted should Federal funds be no longer available for this project.
3. Reports: The sub-grantee shall submit, at such times and in such form as may be prescribed, such reports as NH DOS may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports. Recipients shall be responsible for providing updated obligation and expenditure information on a regular basis. The State DOS must provide to G&T consolidated information in the Biannual Strategy Implementation Reports (BSIR) and the Categorical Assistance Progress Reports (CAPR) and local and other funding recipients shall be obligated to supply requested data to meet these obligations.
4. Applicable Federal Regulations: The recipient agrees to comply with the organizational audit requirement of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit organizations. The recipient must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Sub-grantee must comply with the provisions of 28 CFR applicable to grants and

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cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

5. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
  
6. Audit Requirements: The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by NH DOS and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-grantee has not expended the amount of federal funds that would require a compliance audit.
  
7. Equal Employment Opportunity: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under sub-grants awarded pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The sub-grantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The Sub-grantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Sub-grantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to NH DOS.
  
8. Civil Rights Compliance and Notification of Findings: It (recipient) will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Homeland Security's Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Homeland Security's regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Sub-grantee or Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a

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recipient of funds, the Sub-grantee or Contractor will forward a copy of the findings to NH DOS who will, in turn, submit the findings to the Department of Justice - the Office of Justice Programs' Office of Civil Rights.

9. Limited English Proficiency: The sub-grantee will comply with Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency". When implementing Department of Justice funded activities, the recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting grant funded activities.

10. Conflict Of Interest: Personnel and other officials connected with this grant shall adhere to the requirements given below:

Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/sub-grantees shall avoid any action that might result in, or create the appearance of the following:

- 1) Using his or her official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels; and/or
- 5) Adversely affecting the confidence of the public in the integrity of the government or the program.

11. Bonding: It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match. (RSA 31:95B)

12. Non-Supplanting Agreement: The sub-grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Non-Supplanting Certification: This certification, which is a required component of the New Hampshire application, affirms that federal Homeland Security grant funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post award monitoring, and the audit. Applicants and/or grantees will be/may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons OTHER than the receipt or expected receipt of federal Homeland Security grant funds.

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Supplanting funds is loosely defined (for these purposes) as using federal grant money to "replace" or "take the place of" existing local funding for equipment or programs. The funds are intended to provide local entities with increased capabilities or to build capacity to address CBRNE/WMD terrorist incidents. Federal Homeland Security grant funds cannot be used to replace aged, local equipment; instead they are intended to help increase capabilities. The funds are not to be used to replace items that are worn out/broken or for replacing (supplanting) routine local budget expenses.

13. Written Approval of Changes: Any mutually agreed upon changes to this sub-grant must be approved, in writing, by NH DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
14. Bidding Requirements: The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable. On any items, including those bid in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the NH DOS for review and approval; but adequate documentation must be maintained in the sub-grantee's files.
15. Obligation of Grant Funds: Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by NH DOS. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 15 calendar days after the end of the grant period.
16. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the grant recipients approved project plan and budget. Items must be in the sub-grantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
17. Recording and Documentation of Receipts and Expenditures: Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

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18. Financial Responsibility: The financial responsibility of sub-grantee must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
- a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
  - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
  - c) The accounting system should provide accurate and current financial reporting information; and,
  - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
19. Retention of Records: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.
20. Property Control: Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should exercise caution in the use, maintenance, protection and preservation of such property.
- a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
  - b. Property Control Record Form: At the time the final request for payment is submitted, the sub-grantee must file with NH DOS a copy of the Property Control Record Form (provided by NH DOS) listing all such property acquired with grant funds. The sub-grantee agrees to be subject to a biennial audit by NH DOS and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

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Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security grant program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent

c. **Use and Disposition:** Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the sub-grantee shall request, in writing, disposition instructions from NH DOS prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to NH DOS immediately. To comply with OMB circular A-87, equipment valued over \$5,000 must be inventoried and tracked locally and be reported to the NH Department of Safety (DOS) Grants Management Unit for 3 years or until the item carries a depreciated value of less than \$100. The disposition of the equipment must be reported. DOS recommends consulting with local auditors for GASB-34 compliance and disposition rules governing equipment procured with Federal funds.

21. **Performance:** This grant may be terminated or fund payments discontinued by NH DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by NH DOS. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from NH DOS, the sub-grantee shall reimburse NH DOS the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse NH DOS for payments made.
  
22. **Deobligation of Grant Funds:** All grants must be deobligated within thirty (30) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by NH DOS.
  
23. **Final Report:** The report is in addition to the cumulative Fourth Quarter (Final) Progress Report also due 30 days after the end of the grant period.
  
24. **Copyright:** Except as otherwise provided in the terms and conditions of this grant, the sub-grantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (NH DOS) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or NH DOS purposes:
  - a. the copyright in any work developed under this grant or through a contract under this grant; and,
  
  - b. any rights of copyright to which a sub-grantee or subcontractor purchases ownership with grant support.

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The federal government's rights and/or NH DOS' rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

25. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

26. Integrating Individuals with Disabilities into Emergency Planning: Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" and signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. US DOJ has outlined several steps for States to consider in protecting individuals with disabilities.

Further information on this issue can be found at the Disability and Emergency Preparedness Resource Center at <http://www.disabilitypreparedness.gov>. This resource center provides information to assist emergency managers in planning and response efforts related to people with disabilities. In addition, all grantees should be mindful of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability by recipients of Federal Financial assistance.

27. Compliance with Federal Energy Policy Legislation: In accordance with FY 2007 US DOJ Appropriations Act, all FY 2007 HSGP funds must comply with two requirements:

None of the funds made available through FY 2007 HSGP shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et seq), or subtitle A of title I of the Energy Policy Act of 2005 (including amendments made thereby).

None of the funds made available through FY 2007 HSGP shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC 13212).

28. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that

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requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantees, contractors, subcontractors, assignees or successors.

29. Construction and Renovation: Construction and Renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities.
  
30. National Environmental Policy Act (NEPA): NEPA requires US DOJ, to analyze the possible environmental impacts of each construction project. The purpose of a NEPA review is to weigh the impact of major Federal actions or actions undertaken using Federal funds on adjacent communities, water supplies, historical buildings, endangered species, or culturally sensitive areas prior to construction. Grantees may be required to provide additional detailed information on the activities to be conducted, locations, sites, possible construction activities, possible alternatives, and any environmental concerns that may exist. Results of the NEPA Compliance Review could result in a project not being approved for US DOJ funding, the need to perform an Environmental Assessment (EA) or draft an Environmental Impact Statement (EIS). Approval from G&T for construction or renovation projects does not relieve grantee of NEPA requirements. Please refer to IB 271 for information on Environmental Planning and Historic Preservation Requirements for Grants.
  
31. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
  
32. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. (Attached)
  
33. Drug-Free Workplace Certification: the Federal Drug-Free Workplace Act of 1988 requires This Certification. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace.
  
34. Disclosure of Federal Participation: In compliance with Section 623 of Public Law 102-141, the sub-grantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the sub-grantee agrees to the following:

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- a. Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition; and,
- b. Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.

35. Publications: The sub-grantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the sub-grantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:
  1. "This project was supported by U.S. Department of Homeland Security Funds awarded by the sub-grantee agency through the NH Department of Safety." The recipient agrees that all publications created with funding under this grant shall prominently contain the following: "this document was prepared under a grant from the Office of Grant and Training, U.S. Department of homeland Security. Points of view expressed in this document are those of the authors and do not necessarily represent the official position or policy of the Office of Grants and training (G&T), the Department of homeland Security or the NH Department of Safety (DOS)".
  2. The sub-grantee also agrees that one copy of any such publication will be submitted to NH DOS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. NH DOS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
36. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
37. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by NH DOS Guidelines or "Special Conditions" placed on the grant award.
38. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by NH DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.

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39. Suspension or Termination of Funding: NH DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued thereunder, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.

d. Failure to submit reports.

e. Filing a false certification in this application or other report or document.

f. Other good cause shown

read and initialed NH DOS: DS Date: 7/27/07

read and initialed AOC/successor: DDG Date: 7/24/08



**CERTIFICATION BY PROGRAM MANAGER/CONTACT\***

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Program Manager/Contact as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Peter D. Croteau

Title: Chief Technology Officer

Agency: AOC

Mailing Address: Two Church Lane Dr

Phone Number: 271-2821 x2238

Concord, NH 03301

Fax Number: \_\_\_\_\_

E-Mail Address: pcroteau@coaint.state.nh.us

Signature: 

**CERTIFICATION BY FINANCIAL OFFICER\***

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Claire Hussey

Title: Chief Accountant

Agency: Administrative Office of  
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Signature: Claire Hussey

**CERTIFICATION BY AUTHORIZED OFFICIAL\***

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Authorized Official as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: DONALD D. GOODNOW

Title: DIRECTOR

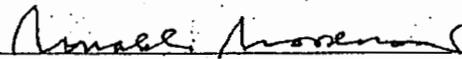
Exhibit A

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Signature: 

\*NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON.

# TITLE VII SHERIFFS, CONSTABLES, AND POLICE OFFICERS

## CHAPTER 106-K CRIMINAL JUSTICE INFORMATION SYSTEM

### Section 106-K:1

**106-K:1 Definitions.** – In this chapter:

I. "Administration of criminal justice" means the performance of detection, apprehension, detention, pre-trial release, prosecution, post-trial release, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, criminal identification activities, and the collection, storage, and dissemination of criminal history record information.

II. "Board" means the New Hampshire criminal justice information system board, established in RSA 106-K:5.

III. "Criminal justice agency" means any court other than a probate court or any government agency, or subunit thereof, which performs the administration of criminal justice pursuant to the New Hampshire constitution, a statute, or an executive order and which allocates a substantial part of its annual budget to the administration of criminal justice.

IV. "Criminal justice information" means information pertaining to natural persons collected by criminal justice agencies that provide individual identification of record subjects together with notations relating to such persons' involvement in the criminal justice system as alleged or convicted offenders. The term includes information relating to arrests; pre-trial detention or release; formal documents setting out criminal charges; dispositions; post-trial release; sentences; correctional pre-sentence investigations; probation and parole status and conditions; parole or probation violations; warrants; and court scheduling orders, such as transport orders and hearing notices. The term also includes juvenile protective orders issued pursuant to RSA 169-C:16:1(d)(1) or RSA 169-C:19, II(a)(1), domestic violence protective orders issued pursuant to RSA 173-B, restraining orders issued pursuant to RSA 458:16, I(a), (b), (c), or (d), and stalking orders issued pursuant to RSA 633:3-a. The term "criminal justice information" does not include:

(a) Information relating to juveniles other than those who are charged as adults.

(b) Information contained in intelligence files, investigation records, law enforcement work product record files, or law enforcement work product records used solely for law enforcement investigation purposes.

(c) Fingerprints or other biometric data taken for non-criminal purposes.

V. "Disposition" means information disclosing that criminal proceedings have concluded, and the nature of the termination. The term includes, but is not limited to, the following types of terminations: dismissal, nolle prosequi, acquittal, guilty plea, mistrial, not guilty by reason of insanity, a finding of incompetency to stand trial, pardon, commutation, probation, parole, as well as information that a law enforcement agency has elected not to refer a matter for prosecution, that a prosecutor has elected not to pursue criminal charges, or that the proceedings have been indefinitely postponed and the reason therefor.

VI. "Driver's license information" means information in motor vehicle records that identifies a person, including a person's photograph or computerized image, social security number, driver identification number, name, address, and telephone number.

VII. "Member" refers to any criminal justice agency that contributes data to J-One.

VIII. "Member user" means any individual employed by a member agency who is authorized by the head of that agency to access J-One.

IX. "Motor vehicle records" has the same meaning as in RSA 260:14, 1(a).

X. "Personal information" means information that identifies a person, including a person's photograph or computerized image, social security number, driver identification number, name, address, telephone number, fingerprints, and physical description.

Source. 2005, 244:2, eff. Jan. 1, 2006.

### Section 106-K:2

**106-K:2 Criminal Justice Information System (J-One).** – There is established an integrated criminal justice information system, hereafter known as J-One, the purpose of which is to improve the effectiveness and efficiency of the criminal justice agencies through the capture of data at its source; to facilitate the distribution of criminal justice data electronically to authorized members; and to provide individual case and statistical queries electronically. J-One shall consist of a network of computers, including hardware, software, and telecommunications lines, which shall be accessible only by criminal justice agencies and used only for the administration of criminal justice.

Source. 2005, 244:2, eff. Jan. 1, 2006.

### Section 106-K:3

#### **106-K:3 Requirements for J-One.** –

I. J-One shall be designed to capture from member agencies criminal justice information relating to the following, and consisting solely of the data elements identified in the February 15, 2002 NH - CJIS Data Dictionary Version 1.0:

(a) Arrests and criminal incidents: including statistical data on criminal incidents, which is currently submitted to the National Incident Based Reporting System; and information relating to felony, misdemeanor and violation-level arrests such as the arrestee's name, date of birth, address, physical description, tracking number, motor vehicle registration information, driver's license information, aliases, social security number, photograph, fingerprint data, bail status, custody status, arraignment date, name of arresting officer, arresting agency, type of offense, charge or charges, date of offense, and date of arrest.

(b) Disposition and sentencing: including, but not limited to, the defendant's personal information and tracking number, court identifier, type of offense and statutory reference, manner of disposition, type and terms of sentence.

(c) Bail orders, bench warrants, and restraining orders: including, but not limited to, bail conditions, active arrest warrants and capiases, juvenile protective orders issued pursuant to RSA 169-C:16 or RSA 169-C:19, domestic violence protective orders issued pursuant to RSA 173-B, restraining orders issued pursuant to RSA 458:16, I(a), (b), (c), or (d), and stalking orders issued pursuant to RSA 633:3-a. Member agencies shall be able to access information through a query/response function.

II. (a) All criminal justice information entered into J-One related to a criminal charge, including arrest and bail information, shall be expunged from J-One upon the occurrence of any of the following events:

- (1) The charge is nolle prossed.
- (2) The defendant is acquitted of the charge.
- (3) The charge is dismissed.
- (4) A court has ordered expungement of the records pursuant to RSA 651:5.

(b) If an arrest resulted in multiple charges against a person, and less than all of the charges were disposed of in a manner listed above, only the information specifically relating to charge or charges that

were dismissed, nolle prossed, or resulted in an acquittal shall be expunged.

(c) J-One shall, on a monthly basis, identify all criminal charges in the criminal justice information database that were entered 3 years earlier for which no dispositional data has been entered. J-One shall notify the court of record for each charge. If the charge has been disposed of, the court shall, within 90 days, enter the disposition into J-One. If the charge is still pending, the court shall so indicate in J-One. If, after 90 days, the court has not entered either a disposition or status update in J-One, J-One shall notify the charging agency. That agency shall, within 90 days, take the necessary steps to have the charge disposed of and the disposition entered into J-One. If the charging agency is pursuing the charge, it shall, within 90 days, submit a report to J-One indicating that the case remains active. If the agency does not respond, all criminal justice information relating to that specific charge shall be expunged. If the agency indicates that the charge is still active, J-One shall, every year thereafter, require a status update from the agency, provided no disposition has been entered in the interim.

III. J-One shall provide a communication link to the court case management system, for the purpose of exchanging case management information such as arraignment and hearing dates and transport orders.

IV. Until such time as the department of corrections is a fully-functional member of J-One, and as the department upgrades its computer system, J-One shall provide a query/response communications link to the department's offender management and field services case management computer system.

V. J-One shall include a notification function, which will alert a member agency that data matching a set of criteria, established by the agency with the approval of the board, has become available in the central repository. A notification may include, for example, notice to a parole/probation officer that a particular parolee has been detained or arrested by the police; or notice to a police officer that a person on whom the officer has submitted a query has outstanding warrants, bail conditions, or protective orders

VI. (a) The J-One system shall maintain a master name index, which shall only be populated by, and accessible to, authorized individuals within the state police, member police and sheriff's departments, and authorized investigators within the department of justice and the county attorneys' offices. Authorized member users may access the index only for purposes of obtaining information related to an on-going criminal investigation. For each query, the member user shall provide his or her name, the name of the person initiating the request, the name of the specific individual being queried and the agency case number to which the query is related.

(b) The master name index shall serve as a pointer system, enabling authorized users to determine which, if any, member agencies have information relating to a specific individual that the agency is willing to share. The data contained in the index shall be provided by law enforcement agencies on a voluntary basis, and shall consist of the following only: the individual's name, date of birth if known, known aliases, the contributing law enforcement agency, the agency case number, and the associated crime.

(c) The master name index shall not include the names of individuals who were witnesses to, or victims of the identified crime, nor shall it include non-criminal complainants.

(d) The master name index shall be maintained separately from the database for criminal justice information. It shall be accessible through a query function, by authorized member users only. A query in the master name index shall not enable the user to access the criminal justice information database. There shall be an audit trail for each query and for each entry of a name into the index.

(e) J-One shall, on a monthly basis, expunge from the master name index any name that has had no activity for 5 years. For purposes of this subparagraph, "activity" means any submission of additional information or query on the name with a new agency case number.

Source. 2005, 244:2, eff. Jan. 1, 2006.

#### Section 106-K:4

**106-K:4 Design, Implementation, and Operation.** – J-One shall be designed, implemented, and operated to:

I. Ensure that all criminal justice data is validated as complete, accurate and meeting the business rules established by the board prior to its inclusion in J-One;

II. Provide for varying levels of access to criminal justice information, in order to ensure that member agencies will have access only to that information that is relevant for an articulated purpose consistent with their statutory or constitutional responsibilities;

III. Prevent access to anyone other than a criminal justice agency; provided, however that access in print and over the internet to statistical and aggregate criminal justice information from which personal information has been removed, shall be provided to the general public;

IV. Prevent the unauthorized addition, destruction, or modification of criminal justice information; and

V. Provide an audit function that will track each transaction, including but not limited to access, data input, and data modification.

Source. 2005, 244:2, eff. Jan. 1, 2006.

### Section 106-K:5

#### **106-K:5 Board Established.** –

I. There is hereby established the New Hampshire criminal justice information system board, which shall oversee the development and implementation of J-One. The board shall consist of the following members:

(a) The commissioner of the department of safety, or designee.

(b) The attorney general, or designee.

(c) The commissioner of the department of corrections, or designee.

(d) The director of the administrative office of the courts, or designee.

(e) The chief information officer of the department of information technology, or designee.

(f) The president of the New Hampshire Association of Chiefs of Police, or designee.

(g) The president of the New Hampshire Sheriffs' Association, or designee.

(h) The director of the New Hampshire police standards and training council, or designee.

(i) The director of Justiceworks, or designee.

(j) The director of the American Civil Liberties Union of New Hampshire, or designee.

(k) The president of the New Hampshire Association of Counties, Corrections Affiliate, or designee.

II. The board shall:

(a) Oversee the planning, implementation, operation, and management of J-One.

(b) Pursue, develop, and coordinate grants and other funding opportunities for the continued development, operation, and maintenance of the J-One system.

(c) Adopt strategic and tactical planning goals and objectives that implement, maintain, and enhance the sharing and integrated delivery of criminal justice information within the parameters set forth in RSA 106-K:3 and RSA 106-K:4.

(d) Adopt bylaws and rules to govern the functions and decision-making processes of the board.

(e) Recommend to the governor, the speaker of the house of representatives, and the president of the senate those legislative changes and appropriations needed to implement, maintain, and enhance J-One, to ensure the timely, accurate, and complete exchange of criminal justice information.

(f) Establish and staff advisory committees, the purpose of which will be to advise the board and to draft rules and standard operating procedures with respect to the following areas, at a minimum: operations, technology, finances, privacy, security, and the master name index.

(g) Establish a procedure by which an individual, upon written request and submission of a fee established by the board, may obtain a copy of any criminal justice information contained in J-One

relating to the individual, and have corrections made to any of the data proven to be incorrect.

(h) Create a database of criminal justice information from which all personal information has been deleted, which shall be accessible by the public. The board shall establish a fee schedule for access to the database by individuals, researchers, government entities, public officials, and not-for-profit and for-profit enterprises, which shall cover the costs of maintaining the database. In establishing the fee schedule, the board shall ensure, to the extent possible, that individuals will not be prevented from gaining access to the database due to an inability to pay.

**Source.** 2005, 244:2, eff. Jan. 1, 2006. 2008, 335:5, eff. Sept. 5, 2008.

### **Section 106-K:6**

**106-K:6 Confidentiality.** – All data stored in J-One shall be confidential and shall be exempt from disclosure under RSA 91-A; provided, however, that nothing in this chapter shall affect the continued application of RSA 91-A to such information, to the extent that it is collected and maintained separately by a member agency.

**Source.** 2005, 244:2, eff. Jan. 1, 2006.

### **Section 106-K:7**

#### **106-K:7 Criminal Penalties.** –

I. It shall be a class B misdemeanor for any person to access J-One, or cause another to access J-One, knowing that the person gaining access is unauthorized to do so.

II. It shall be a class B misdemeanor for any authorized user of J-One to access J-One for a purpose unrelated to that person's official duties in connection with the administration of justice; provided, however, that if the authorized user accepts money or other consideration from another in exchange for the unauthorized access, it shall be a class A misdemeanor for a first offense or a class B felony for a second or subsequent offense.

III. Any person who pays, or provides any other consideration to, an authorized user of J-One in exchange for that user gaining access to J-One for an unauthorized purpose shall be guilty of a class A misdemeanor for a first offense or a class B felony for a second or subsequent offense.

IV. For purposes of this section, the term "access" has the same meaning as in RSA 638:16, I.

V. Each act in violation of this statute shall constitute a separate offense.

**Source.** 2005, 244:2, eff. Jan. 1, 2006.