

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

October 21, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

RETROACTIVE

Authorize the Department of Justice to amend an existing subgrant to Merrimack County Department of Corrections, Boscawen, NH (Vendor #177435-B007, Purchase Order #1061519) for the purpose of providing residential substance abuse treatment programs from the Federal Residential Substance Abuse Treatment Grant Program (RSAT), approved by the Governor and Executive Council on May 2, 2018, item #103, and amended on February 6, 2019, item #52, by extending the contract end date from September 30, 2019 to September 30, 2020, effective upon approval of the Governor and Executive Council. No additional funds are involved in this time extension.

EXPLANATION

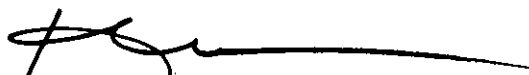
The RSAT is a federal formula grant program from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. Its purpose is to assist states and units of local government to establish and maintain residential substance abuse treatment programs in correctional and detention facilities where adult and juvenile offenders are incarcerated for a sufficient period of time to permit substance abuse treatment.

This request is to extend the end date of a dedicated residential treatment program grant to the Merrimack County Department of Corrections in order for the program to continue (100% Federal Funds). In the event that federal funds become no longer available, general funds will not be requested to support these programs.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
October 21, 2019
Page 2 of 2

Please let me know if you have any questions concerning this request. Thank you for your consideration of this request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Gordon J. MacDonald', with a long horizontal flourish extending to the right.

Gordon J. MacDonald
Attorney General

#2530585

STATE OF NEW HAMPSHIRE
DEPT. OF JUSTICE AND MERRIMACK COUNTY DEPT. OF CORRECTIONS
SECOND CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice ("DOJ") and Merrimack County Department of Corrections ("Merrimack County DOC")


WHEREAS, pursuant to a Grant Agreement approved by the Governor and Executive Council on May 2, 2018 (# 103) and amended on February 6, 2019 (# 52) the Merrimack County DOC agreed to provide evidence-based substance abuse treatment upon the terms and conditions specified in the contract, and in consideration of payment by the DOJ of certain sums specified therein;

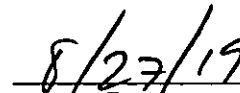
WHEREAS, pursuant to the provisions of part 20 of the Grant Agreement; the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire;

WHEREAS, the Merrimack County DOC and the DOJ have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Grant Agreement, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract
 - a. Completion Date: Change from 9/30/2019 to 9/30/2020.
2. Effective Date of Amendment
 - a. This Amendment shall take effect upon approval of the Governor and Executive Council.
3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

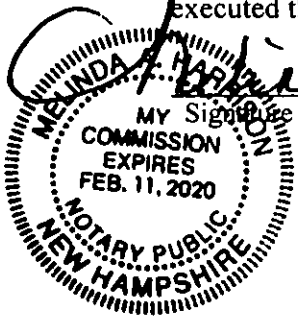

Koss L. Cunningham
Superintendent


Date



Notary Public or Justice of the Peace Acknowledgement:

State of NH, County of Merrimack On 8-27, 2019, before the undersigned officer, personally appeared the person identified as the Contractor, or satisfactorily proven to be the person whose name is associated with the Contractor and acknowledged that s/he executed this document in the capacity indicated.



Melinda A. Harrison
Name of Notary Public or Justice of the Peace

Melinda A. Harrison, Justice of the Peace
Name and Title of Notary Public or Justice of the Peace

Kathleen Carr
Kathleen B. Carr
Director of Administration

10-7-19
Date

Approved by the Attorney General (Form, Substance and Execution)

Talithia Rakhmatova
Attorney

10-23-2019
Date

CERTIFICATE OF AUTHORITY

I, Tara Reardon, Chair of the Merrimack County Board of Commissioners do hereby certify that:

- (1) the Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice on Date:08/27/2019;
- (2) The Board of Commissioners further authorizes the County Administrator, to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

Ross L. Cunningham

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair this 27th day of AUGUST 2019

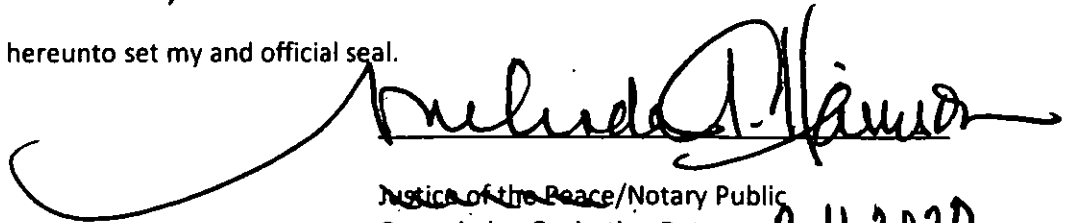


Tara Reardon, Board Chair
Merrimack County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 27th day of (month and year), before me Melinda A. Harrison the undersigned officer, personally appeared (Tara Reardon, Commissioner), who acknowledged their self to be the (Chairman) for the (Board of Commissioners) being authorized to do so, executed the foregoing instrument for the purpose therein contained. of Merrimack County

IN WITNESS WHEREOF, I hereunto set my and official seal.



Justice of the Peace/Notary Public
Commission Expiration Date: 2-11-2020





CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303		Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits	NH Statutory Limits May Apply if Not
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2019	1/1/2020	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 8/19/2019 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

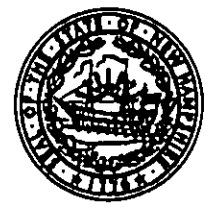
JAN22'19 PM 1:50 DAS 52 JEM

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

38 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-8397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL



January 18, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to retroactively amend the following existing subgrants for the purpose of providing residential substance abuse treatment programs from the Federal Residential Substance Abuse Treatment Grant Program (RSAT), approved by the Governor and Executive Council on May 2, 2018, item #103, by extending the contract end date from December 31, 2018 to September 30, 2019, effective upon approval of the Governor and Executive Council. No additional funds are involved in this time extension.

<u>Subgrantee</u>	<u>Vendor #</u>	<u>Purchase Order #</u>
Grafton County Department of Corrections	177397-B002	1061517
Sullivan County Department of Corrections	177482-B007	1061518
Merrimack County Department of Corrections	177435-B008	1061519

EXPLANATION

This item request is retroactive because the full and correct amendment contracts were not received by this office from the sugrantees for timely consideration by Governor and Council prior to December 31, 2018.


The RSAT is a federal formula grant program from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. Its purpose is to assist states and units of local government to establish and maintain residential substance abuse treatment programs in correctional and detention facilities where adult and juvenile offenders are incarcerated for a sufficient period of time to permit substance abuse treatment.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
January 18, 2019
Page 2 of 2

This request is to extend the end date of dedicated residential treatment program grants to the Grafton County Department of Corrections, Sullivan County Department of Corrections and Merrimack County Department of Corrections in order for the programs to continue (100% Federal Funds). In the event that federal funds become no longer available, general funds will not be requested to support these programs.

Please let me know if you have any questions concerning this request. Thank you for your consideration of this request.

Respectfully submitted,



Gordon J. MacDonald
Attorney General

#2275718

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND MERRIMACK COUNTY
DEPARTMENT OF CORRECTIONS
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Merrimack County Department of Corrections (Contractor).

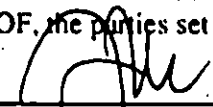
WHEREAS, pursuant to an Agreement ("Contract"), the sum limitation of \$28,244.00 for services required upon the terms and conditions specified in the Contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20; Amendment, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Contractor and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract
 - a. Paragraph 1.7; Completion Date: Shall be amended from December 31, 2018 to September 30, 2019.
2. Effective Date of Amendment
 - a. This Amendment shall take effect upon Governor and Council approval.
3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand us of the day and year first above written.



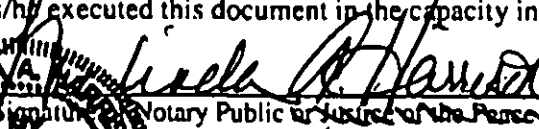
Merrimack County Department of Corrections


11/2/18


Date

Notary Public or Justice of the Peace Acknowledgement:

State of New Hampshire County of Merrimack on 11.2, 2018, before the undersigned officer, personally appeared the person identified as the Contractor, or satisfactorily proven to be the person whose name is associated with the Contractor and acknowledged that s/he executed this document in the capacity indicated.

 _____
Signature Notary Public or Justice of the Peace

 _____
Name and Title of Notary Public or Justice of the Peace Assistant



Kathleen Carr
Kathleen B. Carr
Director of Administration

11/27/18
Date

Approved by the Attorney General (Form, Substance and Execution)

Deanne Mart
Attorney

12/24/18
Date



COUNTY of MERRIMACK BOARD OF COMMISSIONERS

Merrimack County Administration
333 Daniel Webster Highway, Suite #2
Boscawen, NH 03303

CERTIFICATE OF AUTHORITY

I, Tara Reardon, Chairman of the Merrimack County Board of Commissioners, do hereby certify that:

- (1) the Merrimack County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Merrimack County Board of Commissioners further authorizes the Chairman of the Board to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

Tara Reardon

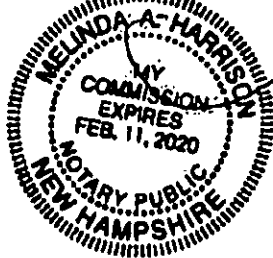
IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman this 2 day of November 2018

Tara Reardon, Chairman
Merrimack County Board of Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 2 day of November, 2018, before me Melinda A. Harrison the undersigned officer, personally appeared Tara Reardon, who acknowledged their self to be the Chairman for the Merrimack County of Board of Commissioners, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.


Justice of the Peace/Notary Public
Commission Expiration Date: 2-11-20



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex is entitled to the categories of coverage set forth below. In addition, Primex may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303		Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/> Each Occurrence		
			<input type="checkbox"/> General Aggregate		
			<input type="checkbox"/> Fire Damage (Any one fire)		
			<input type="checkbox"/> Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident)		
			<input type="checkbox"/> Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2018 1/1/2019	1/1/2019 1/1/2020	<input checked="" type="checkbox"/> Statutory		
			<input type="checkbox"/> Each Accident		\$2,000,000
			<input type="checkbox"/> Disease - Each Employee		\$2,000,000
			<input type="checkbox"/> Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex - NH Public Risk Management Exchange
			By: <i>Tammy Dason</i>
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			Date: 11/2/2018 tdason@nhprimex.org
			Please direct inquiries to: Primex Claims/Coverage Services 603-228-2641 phone 603-228-3833 fax

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

APR 19 '18 AM 9:13 DAS

Sam
103

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

April 19, 2018

His Excellency Governor, Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into subgrants with the agencies listed below totaling \$96,808 for residential substance abuse treatment programs from the Federal Residential Substance Abuse Treatment Grant Program (RSAT) upon Governor and Executive Council approval through December 31, 2018. 100% Federal Funds.

Funds are available as follows: 02-20-20-4475, Residential Substance Abuse Treatment, 072, Grants Federal.

<u>Account</u>	<u>Subgrantee</u>	<u>Vendor #</u>	<u>FY2018 Amount</u>
500574	Grafton County Department of Corrections	177397-B002	\$15,360
500574	Sullivan County Department of Corrections	177482-B007	\$32,000
500574	Merrimack County Department of Corrections	177435-B008	\$28,244
500576	NH Department of Corrections	177896-B001	<u>\$21,204</u>
Total Subgrants:			<u>\$96,808</u>

EXPLANATION

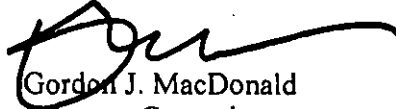
The RSAT is a federal formula grant program from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. Its purpose is to assist states and units of local government to establish and maintain residential substance abuse treatment programs in correctional and detention facilities where adult and juvenile offenders are incarcerated for a sufficient period of time to permit substance abuse treatment. These subgrants support on-going projects, including the program for women at the Grafton County jail, and dedicated residential treatment programs at the Sullivan County, Merrimack County, and N.H. Department of Corrections facilities.

His Excellency Governor, Christopher T. Sununu
and the Honorable Council
Page 2 of 2

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,




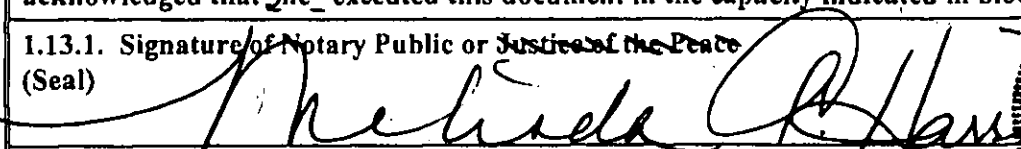

Gordon J. MacDonald
Attorney General

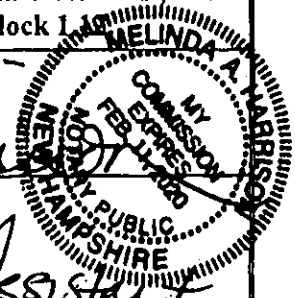
GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Justice		1.2. State Agency Address 33 Capitol St., Concord, NH 03301	
1.3. Grantee Name Merrimack County Dept. of Corrections		1.4. Grantee Address 314 Daniel Webster Hwy, Boscawen, NH 03303	
1.5. Grantee Phone # 603-796-3601	1.6. Account Number 2017RS03	1.7. Completion Date 12/31/2018	1.8. Grant Limitation \$28,244.00
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number 603-271-7820	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Tara Reardon, Chair	
1.13. Acknowledgment: State of New Hampshire, County of <u>Merrimack</u> , on <u>4/2/18</u> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>She</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace <u>MELINDA A. HARRISON, Admin. Assistant</u>			
1.14. State Agency Signature(s) <u>Kathleen Carr</u>		1.15. Name & Title of State Agency Signor(s) <u>Kathleen Carr, Director of Admin</u>	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By:  Assistant Attorney General, On: <u>4/16/18</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u>4/1</u>			



2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or required or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

1. Merrimack County Department of Corrections as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided under the Residential Substance Abuse Treatment Program in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Johanna.Houman@doj.nh.gov.

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Office of Justice Programs Financial Guide and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials TUC
Date 4-2-15

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$28,244 of the total Grant Limitation from Governor and Council approval through 12/31/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303	Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Coverage Category	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit, NH Statutory Limit, Med Pay								
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2018	1/1/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Fire Damage (Any one fire)</td><td></td></tr> <tr><td>Med Exp (Any one person)</td><td></td></tr> </table>	Each Occurrence	\$ 1,000,000	General Aggregate	\$ 2,000,000	Fire Damage (Any one fire)		Med Exp (Any one person)	
Each Occurrence	\$ 1,000,000											
General Aggregate	\$ 2,000,000											
Fire Damage (Any one fire)												
Med Exp (Any one person)												
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Combined Single Limit (Each Accident)</td><td></td></tr> <tr><td>Aggregate</td><td></td></tr> </table>	Combined Single Limit (Each Accident)		Aggregate					
Combined Single Limit (Each Accident)												
Aggregate												
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Statutory</td><td></td></tr> <tr><td>Each Accident</td><td></td></tr> <tr><td>Disease - Each Employee</td><td></td></tr> <tr><td>Disease - Policy Limit</td><td></td></tr> </table>	Statutory		Each Accident		Disease - Each Employee		Disease - Policy Limit	
Statutory												
Each Accident												
Disease - Each Employee												
Disease - Policy Limit												
<input type="checkbox"/>	Property (Special Risk Includes Fire and Theft)			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Blanket Limit, Replacement Cost (unless otherwise stated)</td><td></td></tr> </table>	Blanket Limit, Replacement Cost (unless otherwise stated)							
Blanket Limit, Replacement Cost (unless otherwise stated)												

Description: In regards to Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301					By: <i>Tammy Downer</i>
					Date: 4/2/2018 tdenver@nhprimex.org
					Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-225-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303		Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 48 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Tammy Downer</i>
			Date: 4/2/2018 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-226-2841 phone 603-228-3833 fax



Primex³ Contract Review

Member Name: Merrimack County

Title of Contract: Department of Justice Grant

Member Contact: Melinda Harrison

Date: April 2, 2018

Dear Mel,

Thank you very much for sending us your contract for review and feedback. By working together, we can hopefully improve the contract's alignment with coverage and minimize your assumption of liability. Our review, as your pooled coverage provider, is specifically focused on language that transfers liabilities through indemnification clauses, additional insured certificates and waivers of rights, such as our right to recoup loss payments on your behalf through subrogation. In addition to considering our feedback, we strongly recommend that you review the contract in its entirety with your legal counsel. We have included below language from our insuring document that explains the scope and limits of coverage available for your contractual promises to defend and indemnify third parties. Our recommendations provided on this form do not increase or decrease the coverage available for contractual liability.

Recommendations:

The indemnification clause in Paragraph 16 is limited to the restrictions below.

We appreciate your commitment to risk management, and hope this review is helpful to you. Please don't hesitate to call us if you have any questions or if we can be of further assistance.

Thank you,

Amy Poole

Contractual Liability (assumption of liability)	\$1,000,000 per written contract to assume liability of third party \$1,000,000 aggregate for the policy period
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Under no circumstances shall there be coverage for your contractual obligations to defend, hold harmless or indemnify; i.e., assume liability, for: (1) architects, engineers or surveyors, or any of their business entities, employers, employees, contractors, subcontractors or agents; (2) your employees or officials; and (3) any person or entity with respect to any occurrences, incidents or events that transpired before you assumed the contractual liability to defend, indemnify or hold harmless such person or entity.

However, we will cover certain contractual assumptions of liability to defend, indemnify or hold harmless a third party subject to the following terms and conditions. Our coverage of a written contractual obligation of a Member or covered entity to assume liability for; i.e. defend, indemnify or hold harmless, a third party shall be (1) subject to and limited by all terms, conditions, exclusions and the specific Contractual Liability sublimit set forth in the Public Entity Coverage Documents and Declarations; (2) limited to bodily injury and property damage claims under Coverage A, Personal Injury Liability, and Coverage B, Property Damage Liability; and (3) not in addition to or stacked upon any coverage we have extended to the third party through an Additional Covered Party certificate under Amendment #3.



COUNTY of MERRIMACK BOARD OF COMMISSIONERS

Merrimack County Administration
333 Daniel Webster Highway, Suite #2
Boscawen, NH 03303


CERTIFICATE OF AUTHORITY

I, Tara Reardon, Chairman of the Merrimack County Board of Commissioners, do hereby certify that:

- (1) the Merrimack County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Merrimack County Board of Commissioners further authorizes the Chairman of the Board to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

Tara Reardon

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman this 2 day of April, 2018




 Tara Reardon, Chairman
 Merrimack County Board of Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 2nd day of April, 2018, before me Melinda A. Harrison, the undersigned officer, personally appeared (name and position), who acknowledged their self to be the (position) for the (entity), being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.





 Justice of the Peace/Notary Public
 Commission Expiration Date: 2-11-20

RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM
GUIDELINES AND CONDITIONS

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program outlined in this application package, if funded by Residential Substance Abuse Treatment Program grant funds, will adhere to the following guidelines and conditions:

1. The subgrantee assures that it will comply with the regulations, policies, and guidelines to satisfy requirements of the Office of Justice Programs, Bureau of Justice Assistance, Residential Substance Abuse Treatment Program. This includes random drug testing of RSAT program participants before, during and after participation, and a commitment to providing mandatory aftercare services to participants who have left the program.
2. The subgrantee agrees to adhere to the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs "Financial Guide".
3. The subgrantee assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subgrantee further assures that the Residential Substance Abuse Treatment Program grant funds will be expended only for purposes and activities covered by the subgrantee's approved application.
4. The subgrantee agrees to provide information on the program supported with Residential Substance Abuse Treatment Program grant funds as requested by the United States Department of Justice and the New Hampshire Department of Justice, Grants Management Unit, and to retain grant-related documentation for three (3) years after the close of the grant award period.
5. The subgrantee authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this Residential Substance Abuse Treatment Program. Further, the subgrantee agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis.
6. The subgrantee agrees to maintain detailed time and attendance records for any and all personnel positions funded with Residential Substance Abuse Treatment Program grant funds.

GUIDELINES AND CONDITIONS (Continued)

7. The subgrantee agrees that all Residential Substance Abuse Treatment Program grant funds will be expended on Residential Substance Abuse Treatment Program allowable activities as described in the subgrantee's program abstract narrative. The subgrantee must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant ending date which were set forth in the subgrantee's application.

8. Equipment purchased with Residential Substance Abuse Treatment Program grant funds shall be Year 2000 compliant and shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of federal Residential Substance Abuse Treatment Program grant funds.

9. The subgrantee agrees that the title to any equipment purchased Residential Substance Abuse Treatment Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for Residential Substance Abuse Treatment Program purposes for which it was acquired.

10. The subgrantee agrees to provide for an annual audit of the Residential Substance Abuse Treatment Program. Residential Substance Abuse Treatment Program funds will only pay its prorated share of the audit. This prorated share is the percentage of the Residential Substance Abuse Treatment Program grant award compared to the total agency budget. The audit shall be conducted in accordance with OMB Circular No. A-133 (revised 06/24/97). A copy of the completed audit report and management letters shall be sent to the New Hampshire Department of Justice, Grants Management Unit, annually. If the subgrantee is not required to perform an audit under the revised version of OMB Circular No. A-133, but an audit is still performed, the subgrantee agrees to provide a copy of said audit and management letters to the New Hampshire Department of Justice, Grants Management Unit.

11. The subgrantee and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, 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 Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discriminations, 28 CFR Part 35 and Part 39.

GUIDELINES AND CONDITIONS (Continued)

12. The subgrantee 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 against the subgrantee on the grounds of race, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the Office of Justice Programs, Office for Civil Rights, 810 Seventh Street NW, Washington DC 20531.

13. The subgrantee agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

14. The subgrantee assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the subgrantee shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

15. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

16. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subgrantee agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles.


17. The subgrantee assures that all programs will conform to the federal grant program requirements. Specifically, such programs must include at a minimum the following statutory requirements: be 6 to 12 months in duration, be in a residential correctional or detention facility, be set apart from the general inmate population, utilize urinalysis or other proven reliable forms of testing, be substantially focused on the substance abuse problems of the inmate, and be intended to develop the cognitive, behavioral, social, vocational, and other skills necessary to solve a substance abuse or related problem.


18. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2015-RT-BX-0009 awarded by the Bureau of Justice Assistance, U.S. Department of Justice and administered through the New Hampshire Department of Justice."

19. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by Grant No. 2015-RT-BX-0009 awarded by the Bureau of Justice Assistance, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

20. The subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of the Office of Justice Programs, US Department of Justice.

21. The subgrantee understands and agrees that the RSAT program be utilizing only evidence-based practices and will be randomly testing RSAT program participants for licit and illicit substances while in the program.

Head of Agency  Date: 4/2/18

Financial Officer  Date: 4/3/18

