



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
***DIVISION FOR CHILDREN, YOUTH & FAMILIES***

Lori A. Shibanette  
 Commissioner

Joseph E. Ribsam, Jr.  
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
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June 24, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into grant agreements with the vendors listed below in an amount not to exceed \$270,955 in order to provide financial support to court-approved Juvenile Diversion Programs serving children and youth in the state of New Hampshire, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2021. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

The purpose of this request is to provide financial support to court-approved Juvenile Diversion Programs serving children and youth in the state of New Hampshire and encourage cities, towns, counties, and non-governmental organizations to develop and maintain court-approved diversion programs for juveniles as directed in the SFY 20/21 budget (HB 3 & HB 4). Contractors must be court-approved Juvenile Diversion Programs located in New Hampshire or a neighboring state that services communities along the New Hampshire border.

Juvenile Justice Services through the Division of Children, Youth and Families manages youth who are under the age of 18 and have come before the Family Division Circuit Court. Those youth, who have been found to be true of their juvenile petition will be assigned a Juvenile Probation and Parole Officer for supervision. Services for the youth may be ordered by the Court; including home and community services, as well as some of those youth receiving residential treatment. According to the statistics from the DCYF Results Oriented Management (ROM) database from 7/1/19 through 6/13/20, there were 2,213 youth who were petitioned before the Court on juvenile offenses. Of those youth, there were 987 Violent Offenses, which included Simple Assault (various types), Domestic Violence, Criminal Threatening, Robbery and Sexual Assault (various types). There were 357 youth who came to Court for Property Offenses; which included Burglary, Vandalism, Unauthorized Taking, as well as Willful Concealment. There were 198 youth who appeared before the Court for Drug or Alcohol related offenses. There were 532 offenses that fell within other categories; which included Disorderly Conduct, Criminal Mischief and Resisting Arrest. Of all of the cases during this time frame, there were only a total of 73 cases, or 3.3% that were identified as Diversion cases.

Sometimes, youth are referred directly by law enforcement to the existing Diversion programs and never come before the Court. DCYF does not have data on those cases prior to Court involvement. Expanding the capacity of Diversion programs will help serve more youth prior to Court intervention. Youth who come to Court on low-end offenses tend to receive comparable supervision and scrutiny as those with higher end offenses. Diversion programs are designed to help redirect a youth away from the Court system and reduce recidivism as the means to help redirect the first time juvenile offender.

While it is difficult to predict the exact number of youth who may be served in Diversion, we are hopeful this funding will help appropriately redirect those youth who can be serviced in Diversion without further Court intervention during this reporting period of July 1, 2019 to June 30, 2021.

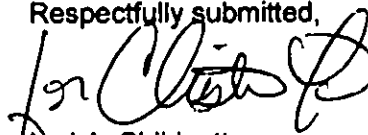
The Department selected the contractors through a competitive bid process using a Request for Grant Applications (RGA) that was posted on the Department's website from 4/7/2020 through 5/19/2020. The Department received 11 proposals, with one vendor withdrawing their proposal leaving a remaining 10 vendors. Award methodology was determined by calculated distribution of funding based on number of vendors who applied, as indicated in the RFP Section 2.3 Award Methodology.

As referenced in Exhibit C, Revisions to Standard Grant Agreement, of the attached grant agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, we would expect a higher cost be associated to the State for managing an increased number of these cases in Court through traditional Probation Services. Youth may also find themselves go deeper in the system if they were not afforded the opportunity to redirect their behavior through least restrictive means.

Areas served: Statewide

Respectfully submitted,



Lpri A. Shibinette  
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL**

**05-95-42-421410-79050000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
HUMAN SERVICES, JUVENILE JUSTICE SERVICES, JUVENILE FIELD SERVICES  
100% General Funds**

CADY, Inc.

Vendor # 171395

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2021	102/500731	Contracts for Program Services	42140525	\$35,768
		Sub Total		\$35,768

The Chase Home

Vendor # 159596

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42140525	\$35,768
		Sub Total		\$35,768

City of Keene

Vendor # 177417

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42140525	\$12,000
		Sub Total		\$12,000

Crispin's House Coalition for Youth

Vendor #166693

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42140525	\$29,592
		Sub Total		\$29,592

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS  
SFY 2016 FINANCIAL DETAIL**

**Grafton County Alternative Sentencing**

**Vendor #**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42140525	\$30,000
		Sub Total		\$30,000

**Manchester Police Athletic League**

**Vendor #**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42140525	\$10,000
		Sub Total		\$10,000

**The Upper Room A Family Resource Center**

**Vendor # 225619**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42140525	\$35,768
		Sub Total		\$35,768

**The Youth Council**

**Vendor # 154886**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42140525	\$10,523
		Sub Total		\$10,523

**Valley Court Diversion Program Inc.**

**Vendor # 204178**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42140525	\$35,768
		Sub Total		\$35,768

**Youth Assistance Program for Northfield, Sanbornton and Tilton Inc.**

**Vendor # 204385**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42140525	\$35,768
		Sub Total		\$35,768

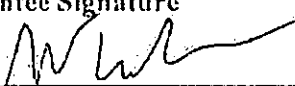

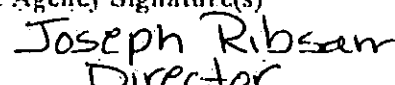
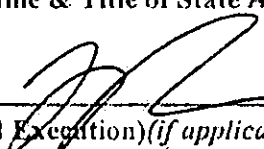
<b>Overall Total</b>	<b>\$270,955</b>
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## GRANT AGREEMENT

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

### GENERAL PROVISIONS

1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Health and Human Services		<b>1.2. State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3. Grantee Name</b> Cady, Inc.		<b>1.4. Grantee Address</b> 94 HIGHLAND STREET PLYMOUTH, NH, 03264	
<b>1.5. Grantee Phone #</b> (603) 536-9793	<b>1.6. Account Number</b> 05-095-042-421420-79050000	<b>1.7. Completion Date</b> June 30, 2021	<b>1.8. Grant Limitation</b> \$35,768
<b>1.9. Grant Officer for State Agency</b> Nathan D. White		<b>1.10. State Agency Telephone Number</b> (603) 271-9631	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> Michael F. Conklin Board Chair	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Grafton</u> , on <u>6/25/2020</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>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)  <u>6/25/2020</u>			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> <div style="border: 1px solid black; padding: 5px; text-align: center;">                     TIMOTHY M. NARO                      ★ JUSTICE OF THE PEACE - NEW HAMPSHIRE ★                      My Commission Expires June 1, 2021                 </div>			
<b>1.14. State Agency Signature(s)</b>  Joseph Ribsam Director		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> 	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)</b> By: <u>Catherine Pinos</u> Assistant Attorney General, On: <u>06/29/20</u>			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: <u>  /  /  </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. 9.2.
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"). 9.3.
- 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"). 9.4.
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto. 9.5.
- 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. 10.
- 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. 11.
- 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. 11.1.
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 and RSA 31:95-b. 11.1.1
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. 11.1.2
- 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. 11.1.3
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. 11.1.4
- 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. 11.2.
- 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. 11.2.1
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 acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, 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. 11.2.2
- 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. 11.2.3
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State. 11.2.4
- 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. 12.
- 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. 12.1.
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. 12.2.
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"): 12.3.
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or 12.4.
- 11.1.2 Failure to submit any report required hereunder; or 12.1.
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or 12.2.
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement. 12.3.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 12.4.
- 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 12.1.
- 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 12.2.
- 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 12.3.
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both. 12.4.
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. 12.1.
- 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. 12.2.
- 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. 12.3.
- 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. 12.4.
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

Grantee Initials

Date 6-12-2020

- 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 18.1 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.





## Scope of Services

### 1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to support the court-approved Juvenile Diversion program serving children and youth in the state of New Hampshire.
- 1.2. The Contractor shall develop and maintain a court-approved diversion program for juveniles.
- 1.3. The Contractor shall provide juvenile diversion services in three (3) New Hampshire regions including but not limited to:
  - 1.3.1. Pemi-Baker
  - 1.3.2. Newfound
  - 1.3.3. Linwood
- 1.4. The Contractor shall provide services and collaboration to prevent and reduce youth alcohol, tobacco and other drug use and to promote health environments.
- 1.5. The Contractor shall utilize a three-tiered strategy of information, education and collaboration including but not limited to:
  - 1.5.1. Youth development programming
  - 1.5.2. Educational opportunities
  - 1.5.3. Experiential learning
  - 1.5.4. Connections to the community
- 1.6. The Contractor shall provide services to positively impact the overall goals including but not limited to:
  - 1.6.1. Reducing youth recidivism
  - 1.6.2. Improving outcomes for youth
  - 1.6.3. Assuring victims that youth are held accountable for actions
  - 1.6.4. Reducing the cost to the juvenile justice system
- 1.7. The Contractor shall develop partnerships to provide foundations for strategies and direct services throughout the community including but not limited to:
  - 1.7.1. Law enforcement
  - 1.7.2. Schools
  - 1.7.3. Healthcare and human service providers
  - 1.7.4. Business community
  - 1.7.5. Faith-based organizations
  - 1.7.6. Youth-serving organizations

6/12/2020



Exhibit A

- 1.8. The Contractor shall utilize approaches that foster attachment of youth to caring adults and promote involvement in positive activities, core principles include but are not limited to:
  - 1.8.1. Comprehensiveness
  - 1.8.2. Developmentally appropriate mentored experiences and activities
  - 1.8.3. Integration
  - 1.8.4. Proactive Intervention
  - 1.8.5. Trauma informed systems of service
- 1.9. The Contractor shall utilize a multi-step process to implement juvenile diversion including but not limited to:
  - 1.9.1. Receiving community referrals
  - 1.9.2. Engaging youth in restorative justice process
  - 1.9.3. Conducting assessments to identify participant's areas of strength and areas of additional need and assistance.
  - 1.9.4. Engaging parents in process and youth action planning
  - 1.9.5. Utilizing community based volunteers or staff to guide, support and evaluate youth.
- 1.10. The Contractor shall develop a reparative agreement utilizing the advice of the community members, staff and participant in which the youth accepts responsibility, agreement shall include but is not limited to:
  - 1.10.1. Written apology to victims
  - 1.10.2. Community services to restore damages
  - 1.10.3. Education on substance misuse
  - 1.10.4. Skill building
  - 1.10.5. Mentoring
  - 1.10.6. Anger management
  - 1.10.7. Health decision making
- 1.11. The Contractor shall ensure youth spend three (3) to six (6) months completing requirements outlined in their restorative agreement.
- 1.12. The Contractor in collaboration with the panel shall review the youth's agreement upon completion of all requirements to evaluate the youth's experience and repaired social connections in collaboration with the youth, family and victims.
- 1.13. The Contractor shall ensure that all participants who successfully complete the program are deemed restored to full citizenship with the approval



Exhibit A

of the community, referral sources and upon notification to the victims of the participants completion.

1.14. The Contractor shall utilize a CASE strategy for continued funding support of this program, including but not limited to:

- 1.14.1. Charge-Continued sliding scale for participant fees.
- 1.14.2. Ask-Annual contract continuance
- 1.14.3. Share-Building upon current partnerships
- 1.14.4. Earn-Seeking opportunities to earn income through training and consulting opportunities

A handwritten signature in black ink, appearing to be "M" or "W" with a stylized flourish.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% general funds.
3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
5. Payment for said services shall be made as follows:
  - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Sheet.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DCYFInvoices@dhhs.nh.gov](mailto:DCYFInvoices@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding



**Exhibit B**

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provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

## Exhibit B-1, Budget Sheet

## New Hampshire Department of Health and Human Services

Grantee Name CADY, Inc.

Budget Request for: Juvenile Diversion Program Support Funding

Budget Period July 1, 2020 - June 30, 2021

Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 25,000.00	\$ -	\$ 25,000.00
2. Employee Benefits	\$ 5,000.00	\$ -	\$ 5,000.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:			
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:			
Educational	\$ 2,000.00	\$ -	\$ 2,000.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 768.00	\$ -	\$ 768.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 35,768.00</b>	<b>\$ -</b>	<b>\$ 35,768.00</b>

Indirect As A Percent of Direct

Cady, Inc.

RGA-2020-DCYF-01-JUVEN-01

Exhibit B-1, Budget Sheet

Page 1 of 1

Contractor Initials

ML

Date

6/25/2020



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**REVISIONS TO STANDARD GRANT AGREEMENT**

**1. Revisions to Grant Agreement, General Provisions**

1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:

4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

# State of New Hampshire

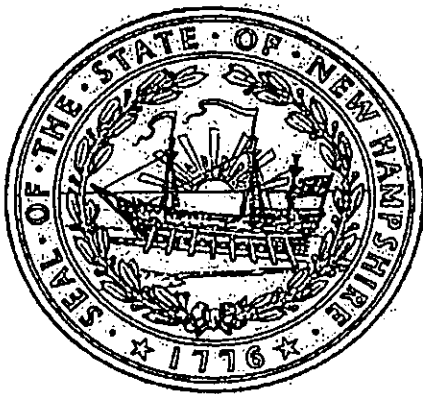
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CADY, INC. [COMMUNITIES FOR ALCOHOL AND DRUG FREE YOUTH] is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 17, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 473928

Certificate Number: 0004532450



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of June A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



CERTIFICATE OF AUTHORITY

I, Michael F. Conklin, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of CADY Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 11, 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Michael F. Conklin (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of CADY, Inc. to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/12/2020

  
Signature of Elected Officer

Name: Michael F. Conklin

Title: Board Chair  
CADY, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net
INSURED CADY Inc 92 Highland St Plymouth NH 03264	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 2021

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2097388	04/14/2020	04/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 AbMol Daycare, Inc/Anoth \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB711387	04/14/2020	04/14/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Fairley Kenneally*

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CADYINC-01

LROTONNELLI

DATE (MM/DD/YYYY)

6/12/2020

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Noyes Insurance Agency 63 Main Street Plymouth, NH 03264	CONTACT NAME:		
	PHONE (A/C, No, Ext): (603) 536-1735	FAX (A/C, No): (603) 536-4298	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Eastern Alliance Insurance Group		
INSURED  CADY Inc. 92 Highland Street Plymouth, NH 03264	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			01-0000575829-02	6/15/2020	6/15/2021	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

NH DHHS  
129 Pleasant Street  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

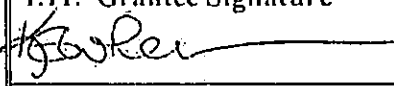
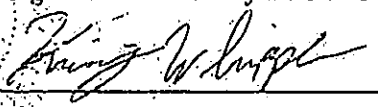

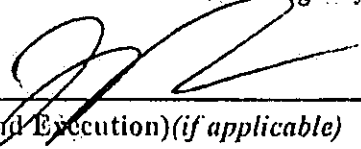

AUTHORIZED REPRESENTATIVE

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Health and Human Services		<b>1.2. State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3. Grantee Name</b> The Chase Home		<b>1.4. Grantee Address</b> 698 Middle Road Portsmouth, NH, 03801	
<b>1.5. Grantee Phone #</b> (603) 436-2216	<b>1.6. Account Number</b> 05-095-042-421410-79050000	<b>1.7. Completion Date</b> June 30, 2021	<b>1.8. Grant Limitation</b> \$35,768
<b>1.9. Grant Officer for State Agency</b> Nathan D. White		<b>1.10. State Agency Telephone Number</b> (603) 271-9631	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> Katherine (Nene) Wheeler Executive Director	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of _____, on _____ / ____ / ____, 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>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)  <div style="border: 1px solid black; padding: 5px; display: inline-block; margin-left: 10px;">                     KRISTY L WHIPPLE                      Notary Public                      State of New Hampshire                      My Commission Expires 10/02/2024                 </div>			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Kristy Whipple, Notary Public			
<b>1.14. State Agency Signature(s)</b>  Joseph Ribsam Director		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> 	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)</b>  By:  Assistant Attorney General, On: 06/26/20			
<b>1.17. Approval by Governor and Council (if applicable)</b>  By: _____ On: ____ / ____ / ____			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire,

acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials KW  
Date 6/18/20

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 and RSA 31:95-b.
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 acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
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 18.1 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.



## Scope of Services

### 1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to support the court-approved Juvenile Diversion program serving children and youth in the state of New Hampshire.
- 1.2. The Contractor shall develop and maintain a court-approved diversion program for juveniles.
- 1.3. The Contractor shall provide juvenile diversion services to youth ages 11-17 that display the following characteristics including but not limited to:
  - 1.3.1. Beginning to abuse substances
  - 1.3.2. Chronic issues in school
  - 1.3.3. Self-harming behaviors
  - 1.3.4. Charged with a crime
  - 1.3.5. Demonstrates an eminent danger of entering the juvenile justice system
- 1.4. The Contractor shall provide services to positively impact the overall goals including but not limited to:
  - 1.4.1. Reducing youth recidivism
  - 1.4.2. Improving outcomes for youth
  - 1.4.3. Assuring victims that youth are held accountable for actions
  - 1.4.4. Reducing the cost to the juvenile justice system
- 1.5. The Contractor shall provide services and collaboration to prevent and reduce youth alcohol, tobacco and other drug use and to promote health environments.
- 1.6. The Contractor shall utilize a three-tiered strategy of information, education and collaboration including but not limited to:
  - 1.6.1. Youth development programming
  - 1.6.2. Educational opportunities
  - 1.6.3. Experiential learning
  - 1.6.4. Connections to the community
- 1.7. The Contractor shall develop partnerships to provide foundations for strategies and direct services throughout the community including but not limited to:
  - 1.7.1. Law enforcement
  - 1.7.2. Schools
  - 1.7.3. Healthcare and human service providers
  - 1.7.4. Business community





Exhibit A

- 1.7.5. Faith-based organizations
- 1.7.6. Youth-serving organizations
- 1.8. The Contractor shall utilize approaches that foster attachment of youth to caring adults and promote involvement in positive activities, core principles include but are not limited to:
  - 1.8.1. Comprehensiveness
  - 1.8.2. Developmentally appropriate mentored experiences and activities
  - 1.8.3. Integration
  - 1.8.4. Proactive Intervention
  - 1.8.5. Trauma informed systems of service
- 1.9. The Contractor shall utilize a multi-step process to implement juvenile diversion including but not limited to:
  - 1.9.1. Receiving community referrals
  - 1.9.2. Engaging youth in restorative justice process
  - 1.9.3. Conducting assessments to identify participant's areas of strength and areas of additional need and assistance.
  - 1.9.4. Engaging parents in process and youth action planning
  - 1.9.5. Utilizing community based volunteers or staff to guide, support and evaluate youth.
- 1.10. The Contractor shall develop a reparative agreement or contract utilizing the advice of the community members, staff and participant in which the youth accepts responsibility, agreement shall include but is not limited to:
  - 1.10.1. Written apology to victims
  - 1.10.2. Community services to restore damages
  - 1.10.3. Education on substance misuse
  - 1.10.4. Skill building
  - 1.10.5. Mentoring
  - 1.10.6. Anger management
  - 1.10.7. Health decision making
- 1.11. The Contractor shall ensure program coordinators meet with the participant to complete intake paperwork and process.
- 1.12. The Contractor shall in collaboration with the participant discuss and review the actions that have led his/her to be referred to the program.



Exhibit A

- 1.13. The Contractor shall ensure program coordinator initiates meeting with the participant, parent/guardian and contract committee to create youth's individual restorative contract.
- 1.14. The Contractor shall ensure that program coordinators meet weekly with the participant for a minimum of twelve (12) weeks, to discuss including but not limited to:
  - 1.14.1. Contract expectations
  - 1.14.2. Coping skills
  - 1.14.3. Anger management/emotional regulation
  - 1.14.4. Healthy relationships
  - 1.14.5. Substance use
- 1.15. The Contractor shall provide participants with consultation support by a licensed drug and alcohol counselor during the assessment as necessary.
- 1.16. The Contractor shall provide suicide screening and prevention services to all participants as applicable.
- 1.17. The Contractor shall ensure that participant, parent or guardian and the contract committee meet monthly to discuss progress on contract goals.
- 1.18. The Contractor in collaboration with the panel shall review the youth's agreement upon completion of all requirements to evaluate the youth's experience and repaired social connections in collaboration with the youth, family and victims.
- 1.19. The Contractor shall ensure that all participants who successfully complete the program are deemed restored to full citizenship with the approval of the community, referral sources and upon notification to the victims of the participants completion.
- 1.20. The Contractor shall maintain donor relationships and additional funding sources in order to provide financial and program needs to maintain continuous diversion program requirements.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% general funds.
3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
5. Payment for said services shall be made as follows:
  - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Sheet.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DCYFInvoices@dhhs.nh.gov](mailto:DCYFInvoices@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

*[Handwritten Signature]*  
*[Handwritten Date: 6/6/20]*

**New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding**



**Exhibit B**

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provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

*[Handwritten Signature]*  
*[Handwritten Date: 01/20/20]*

## Exhibit B-1, Budget Sheet

## New Hampshire Department of Health and Human Services

Grantee Name The Chase Home

Budget Request for: Juvenile Diversion Program Support Funding  
July 1, 2020 to June 30, 2021

Line/Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 35,768.00	\$ -	\$ 35,768.00
2. Employee Benefits		\$ -	\$ -
3. Consultants		\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office		\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications		\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Drug Kits		\$ -	\$ -
Rewards for Program Completion		\$ -	\$ -
Food			\$ -
<b>TOTAL</b>	<b>\$ 35,768.00</b>	<b>\$ -</b>	<b>\$ 35,768.00</b>

Indirect As A Percent of Direct

Contractor Initials 

Date 6/06/20



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**REVISIONS TO STANDARD GRANT AGREEMENT**

**1. Revisions to Grant Agreement, General Provisions**

1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:

4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

## Business Information

### Business Details

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Business Name:	CHASE HOME FOR CHILDREN IN PORTSMOUTH, N.H.	Business ID:	67618
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	07/07/1881	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	07/07/1881		
Principal Office Address:	698 MIDDLE RD., PORTSMOUTH, NH, 03801, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
No records to view.		

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### Principals Information

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No Principal(s) listed for this business.

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CERTIFICATE OF AUTHORITY

1. Robert Levey, BOB President, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Chase Home  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 9th, 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Katherine (meme) Wheeler, Executive Director (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Chase Home to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 06/11/2020

Robert Levey  
Signature of Elected Officer  
Name: Robert Levey  
Title: President of Board of Directors





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kane Insurance 242 State Street  Portsmouth NH 03801		<b>CONTACT NAME:</b> Chad Hancock <b>PHONE (A/C, No, Ext):</b> (603) 433-5600 <b>FAX (A/C, No):</b> (603) 740-5000 <b>E-MAIL ADDRESS:</b> Chad@KaneIns.com	
<b>INSURED</b> Chase Home for Children 698 Middle Rd  Portsmouth NH 03801		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Ins Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL2061630442**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2069706	12/03/2019	12/03/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2069708	12/03/2019	12/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 5,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB702967	12/03/2019	12/03/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

DHHS, State of NH 129 Pleasant St  Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Workers Compensation Insurance Quotation

### Service American Indemnity

PO Box 26850 Austin, TX 78755

administered by Brady Risk New England



Service American  
Indemnity Company

### Quote

**Managing General Underwriter:**

Brady Risk New England  
100 Commercial Street, Suite 108  
Portland, ME 04101

**Insured Copy**

Quote Date: 5/12/2020

Quote Number: BR-00655

**Insured:**

Chase Home for Children  
698 Middle Road  
Portsmouth, NH 03801

**Agency:**

Kane Insurance LLC  
242 State Street  
Portsmouth, NH 03801

EL Limits: \$500,000/\$500,000/\$500,000

Effective Dates: 05/15/2020 - 05/15/2021

Estimated Premium:	\$20,578
Expense Constant:	\$200
Terrorism Risk Insurance Act Premium:	\$52
Catastrophe Charge:	\$104
WC Administration Fund Assessment:	\$0
Total Estimated Premium:	\$20,934

### Classifications Quoted

State	Class Code	Payroll
NH	8810	33,300
NH	8842	1,010,000

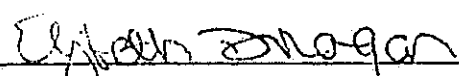
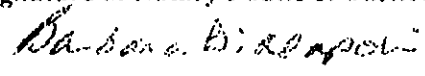
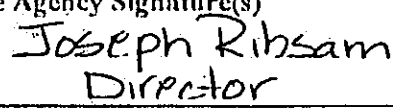
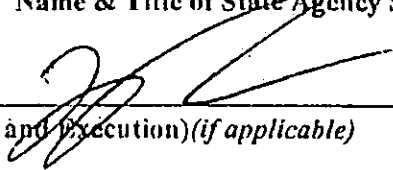
Payment Plans	Down Payment	#	Installment
Annual	\$20,934	0	\$0
Semi Annual	\$10,645	1	\$10,289
Quarterly	\$5,499	3	\$5,145
Monthly	\$2,080	11	\$1,714
10 Pay	\$3,447	9	\$1,943

## 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 Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3. Grantee Name The City of Keene Juvenile Court Diversion Program		1.4. Grantee Address 312 Washington Street Keene, NH 03431	
1.5. Grantee Phone # (603) 357-9811	1.6. Account Number 05-095-042-421410-79050000	1.7. Completion Date June 30, 2021	1.8. Grant Limitation \$12,000
1.9. Grant Officer for State Agency Nathan D. White		1.10. State Agency Telephone Number (603) 271-9631	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Eliza Dragon, City Manager	
1.13. Acknowledgment: State of New Hampshire, County of <u>Cheshire</u> , on <u>6/25/20</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>BARBARA D'AMICO, Notary Public</u> My Commission Expires October 21, 2020			
1.14. State Agency Signature(s)  Joseph Ribsam Director		1.15. Name & Title of State Agency Signor(s) 	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)  By: <u>Catherine Pinos</u> Assistant Attorney General, On: <u>06/26/20</u>			
1.17. Approval by Governor and Council (if applicable)  By: _____ On: ____/____/____			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire,

acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT 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 and RSA 31:95-b.
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 acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF 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 18.1 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.



## Scope of Services

### 1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to support the court-approved Juvenile Diversion program serving children and youth in the state of New Hampshire.
- 1.2. The Contractor shall develop and maintain a court-approved diversion program for juveniles.
- 1.3. The Contractor shall provide juvenile diversion services to youth ages 11-17 within the city of Keene and surrounding district areas, that display the following characteristics including but not limited to:
  - 1.3.1. Beginning to abuse substances
  - 1.3.2. Chronic issues in school
  - 1.3.3. Self-harming behaviors
  - 1.3.4. Charged with a crime
  - 1.3.5. Demonstrates an eminent danger of entering the juvenile justice system
- 1.4. The Contractor shall provide services to positively impact the overall goals including but not limited to:
  - 1.4.1. Reducing youth recidivism
  - 1.4.2. Improving outcomes for youth
  - 1.4.3. Assuring victims that youth are held accountable for actions
  - 1.4.4. Reducing the cost to the juvenile justice system
- 1.5. The Contractor shall provide services and collaboration to prevent and reduce youth alcohol, tobacco and other drug use and to promote health environments.
- 1.6. The Contractor shall develop partnerships to provide foundations for strategies and direct services throughout the community including but not limited to:
  - 1.6.1. Schools
  - 1.6.2. Healthcare and human service providers
  - 1.6.3. Business community
  - 1.6.4. Faith-based organizations
  - 1.6.5. Youth-serving organizations
- 1.7. The Contractor shall utilize approaches that foster attachment of youth to caring adults and promote involvement in positive activities, core principles include but are not limited to:
  - 1.7.1. Comprehensiveness
  - 1.7.2. Developmentally appropriate mentored experiences and activities



Exhibit A

- 1.7.3. Integration
- 1.7.4. Proactive Intervention
- 1.7.5. Trauma informed systems of service
- 1.8. The Contractor shall utilize a multi-step process to implement juvenile diversion including but not limited to:
  - 1.8.1. Receiving community referrals
  - 1.8.2. Engaging youth in restorative justice process
  - 1.8.3. Conducting assessments to identify participant's areas of strength and areas of additional need and assistance.
  - 1.8.4. Engaging parents in process and youth action planning
  - 1.8.5. Utilizing community based volunteers or staff to guide, support and evaluate youth.
- 1.9. The Contractor shall develop a reparative agreement or contract utilizing the advice of the community members, staff and participant in which the youth accepts responsibility, agreement shall include but is not limited to:
  - 1.9.1. Written apology to victims
  - 1.9.2. Community services to restore damages
  - 1.9.3. Education on substance misuse
  - 1.9.4. Skill building
  - 1.9.5. Mentoring
  - 1.9.6. Anger management
  - 1.9.7. Health decision making
- 1.10. The Contractor shall ensure program coordinators meet with the participant to complete intake paperwork and process.
- 1.11. The Contractor shall in collaboration with the participant discuss and review the actions that have led his/her to be referred to the program.
- 1.12. The Contractor shall ensure program coordinator initiates meeting with the participant, parent/guardian and contract committee to create youth's individual restorative contract.
- 1.13. The Contractor shall ensure that participant, parent or guardian and the contract committee meet monthly to discuss progress on contract goals.
- 1.14. The Contractor in collaboration with the panel shall review the youth's agreement upon completion of all requirements to evaluate the youth's experience and repaired social connections in collaboration with the youth, family and victims.



New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding



Exhibit A

- 1.15. The Contractor shall ensure that all participants who successfully complete the program are deemed restored to full citizenship with the approval of the community, referral sources and upon notification to the victims of the participants completion.
- 1.16. The Contractor shall ensure additional funding is provided by the City in order to support program needs to maintain continuous diversion program requirements.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% general funds.
3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
5. Payment for said services shall be made as follows:
  - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget Sheet.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DCYFInvoices@dhhs.nh.gov](mailto:DCYFInvoices@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding



**Exhibit B**

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provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

EAD

6/26/20

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services

Grantee Name City of Keene Juvenile Court Diversion Program

Budget Request for: Juvenile Diversion Program Support Funding

Budget Period July 1, 2020 to June 30, 2021

Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 5,000.00	\$ -	\$ 5,000.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00
10. Marketing/Communications	\$ 1,250.00	\$ -	\$ 1,250.00
11. Staff Education and Training	\$ 250.00	\$ -	\$ 250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory): scho	\$ 4,000.00	\$ -	\$ 4,000.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 12,000.00</b>	<b>\$ -</b>	<b>\$ 12,000.00</b>

Indirect As A Percent of Direct



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**REVISIONS TO STANDARD GRANT AGREEMENT**

**1. Revisions to Grant Agreement, General Provisions**

1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:

4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

*EMD*

*10/15/20*

City of Keene  
New Hampshire

June 19, 2020

I, Patricia A. Little, do hereby certify that I am the City Clerk of Keene, NH, a Municipality in the State of New Hampshire, County of Cheshire, in the United States of America.

I do further certify that Elizabeth A. Dragon is City Manager of the sponsor's governing body and is duly authorized by the by-laws and laws of the State of New Hampshire to accept and expend grant offers from the State of New Hampshire for and on behalf of the sponsor's governing body. I further certify that such authority has not been repealed, rescinded, or amended.

At a regular meeting of the Keene City Council held on June 18, 2020, the following motion was approved by unanimous vote:

The City Manager be authorized to do all things necessary to accept and administer funds provided by the State of New Hampshire for Juvenile Court Diversion programming.

Attest:

A handwritten signature in black ink, appearing to read "Patricia Little", written over a horizontal line.

City Clerk



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>®</sup>) 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<sup>®</sup> 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<sup>®</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>®</sup> 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<sup>®</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>®</sup> 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<sup>®</sup>. 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.

<b>Participating Member:</b> City of Keene 3 Washington Street Keene, NH 03431-3191		<b>Member Number:</b> 210	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>®</sup> 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"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2019	7/1/2020	Each Occurrence	\$ 5,000,000
	7/1/2020	7/1/2021	General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	\$2,000,000
			Each Accident	\$2,000,000
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>®</sup> - NH Public Risk Management Exchange
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 6/16/2020    mpurcell@nhprimex.org
			Please direct Inquiries to: <b>Primex<sup>®</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

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 Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3. Grantee Name Crispin's House Coalition for Youth		1.4. Grantee Address 7 North Main Street Concord, NH 03301	
1.5. Grantee Phone # (603) 497-3499	1.6. Account Number 05-095-042-421410- 73050000	1.7. Completion Date June 30, 2021	
1.8. Grant Limitation \$29,592		1.9. Grant Officer for State Agency Nathan D. White	
1.10. State Agency Telephone Number (603) 271-9641		1.11. Name & Title of Grantee Signor Dawn McElroy, Executive Director	

1.12. Acknowledgment: State of New Hampshire, County of Hillsborough, on 6/25/21 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 she executed this document in the capacity indicated in block 1.12.

1.13. Signature of Notary Public or Justice of the Peace  
(Seal)  
*Diane M. Barnes*

1.13.2. Name & Title of Notary Public or Justice of the Peace  
*Diane M. Barnes, Notary*

1.14. State Agency Signature  
*Joseph Kibsam*  
Director

1.15. Approval by Attorney General (Form, Substance and Execution) (if applicable)  
*Catherine Pines*  
Assistant Attorney General, On: 06/26/20

1.17. Approval by Governor and Council (if applicable)  
On: / /

2. SCOPE OF WORK: In exchange for grant funds provided by the state of New Hampshire:



acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT 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 and RSA 31:95-b.
  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 acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
  - 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
  - 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
  - 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF 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 18.1 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.



## Scope of Services

### 1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to support the court-approved Juvenile Diversion program serving children and youth in the state of New Hampshire.
- 1.2. The Contractor shall develop and maintain a court-approved diversion program for juveniles.
- 1.3. The Contractor shall provide juvenile diversion services to youth ages 11-17 to Goffstown, New Boston, Weare and Franconia that display the following characteristics including but not limited to:
  - 1.3.1. Beginning to abuse substances
  - 1.3.2. Chronic issues in school
  - 1.3.3. Self-harming behaviors
  - 1.3.4. Charged with a crime
  - 1.3.5. Demonstrates an eminent danger of entering the juvenile justice system
- 1.4. The Contractor shall provide services and collaboration to prevent and reduce youth alcohol, tobacco and other drug use and to promote health environments.
- 1.5. The Contractor shall utilize a three-tiered strategy of information, education and collaboration including but not limited to:
  - 1.5.1. Youth development programming
  - 1.5.2. Educational opportunities
  - 1.5.3. Experiential learning
  - 1.5.4. Connections to the community
- 1.6. The Contractor shall provide services to positively impact the overall goals including but not limited to:
  - 1.6.1. Reducing youth recidivism
  - 1.6.2. Improving outcomes for youth
  - 1.6.3. Assuring victims that youth are held accountable for actions
  - 1.6.4. Reducing the cost to the juvenile justice system
- 1.7. The Contractor shall develop partnerships to provide foundations for strategies and direct services throughout the community including but not limited to:
  - 1.7.1. Law enforcement
  - 1.7.2. Schools
  - 1.7.3. Healthcare and human service providers



Exhibit A

- 1.7.4. Business community
- 1.7.5. Faith-based organizations
- 1.7.6. Youth-serving organizations
- 1.8. The Contractor shall utilize approaches that foster attachment of youth to caring adults and promote involvement in positive activities, core principles include but are not limited to:
  - 1.8.1. Comprehensiveness
  - 1.8.2. Developmentally appropriate mentored experiences and activities
  - 1.8.3. Integration
  - 1.8.4. Proactive Intervention
  - 1.8.5. Trauma informed systems of service
- 1.9. The Contractor shall develop a reparative agreement utilizing the advice of the community members, staff and participant in which the youth accepts responsibility, agreement shall include but is not limited to:
  - 1.9.1. Written apology to victims
  - 1.9.2. Community services to restore damages
  - 1.9.3. Education on substance misuse
  - 1.9.4. Skill building
  - 1.9.5. Mentoring
  - 1.9.6. Anger management
  - 1.9.7. Health decision making
- 1.10. The Contractor in collaboration with the panel shall review the youth's agreement upon completion of all requirements to evaluate the youth's experience and repaired social connections in collaboration with the youth, family and victims.
- 1.11. The Contractor shall ensure that all participants who successfully complete the program are deemed restored to full citizenship with the approval of the community, referral sources and upon notification to the victims of the participants completion.
- 1.12. The Contractor shall continue to utilize additional funding sources in order to maintain continuous program services, funding sources include but are not limited to:
  - 1.12.1. Fundraising
  - 1.12.2. Warrant article
  - 1.12.3. Private donations and grants

DM

6/9/2020

New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding



Exhibit A

1.12.4. City of Goffstown Police Department

DM

6/09/2020



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% general funds.
3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
5. Payment for said services shall be made as follows:
  - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget Sheet.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DCYFInvoices@dhhs.nh.gov](mailto:DCYFInvoices@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

*DN*

Date 6/26/2020

**New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding**



**Exhibit B**

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provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.



Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor Name Crispins House Coalition for Youth

Budget Request for: Juvenile Diversion Program Support Funding

Budget Period July 1, 2020 to June 30, 2021

Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 25,252.00	\$ -	\$ 25,252.00
2. Employee Benefits	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 750.00	\$ -	\$ 750.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00
6. Travel	\$ 38.00	\$ -	\$ 38.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 375.00	\$ -	\$ 375.00
Postage	\$ 47.00	\$ -	\$ 47.00
Subscriptions	\$ 330.00	\$ -	\$ 330.00
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,800.00	\$ 1,800.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 200.00	\$ 200.00
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 27,592.00</b>	<b>\$ 2,000.00</b>	<b>\$ 29,592.00</b>

Indirect As A Percent of Direct

Contractor Initials

Date

DM  
6/26/2020



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**REVISIONS TO STANDARD GRANT AGREEMENT**

**1. Revisions to Grant Agreement, General Provisions**

1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:

4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

*DM*

*6/9/2020*

# State of New Hampshire

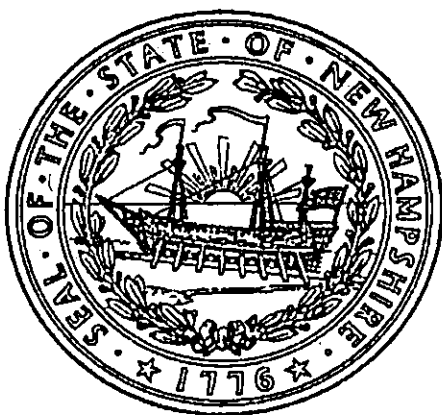
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CRISPIN'S HOUSE COALITION FOR YOUTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 04, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 145743

Certificate Number: 0004928515



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of June A.D. 2020.

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF AUTHORITY

I, Al Baines

1. I am a duly elected President of Crispin's House Coalition for Youth.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 5, 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Dian McCarthy, Executive Director, is duly authorized on behalf of Crispin's House Coalition for Youth to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 9, 2020



Signature of Elected Officer

Name: Al Baines

Title: President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>FAX (A/C, No):</b> (603) 293-7188 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.net	
<b>INSURED</b> Crispin's House Coalition for Youth PO Box 411 Goffstown NH 03045		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American Insurance Group <b>INSURER B:</b> FirstComp <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> GAIG 27626	

**COVERAGES****CERTIFICATE NUMBER:** 20-21 wc**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MAC5671333-15	07/12/2019	07/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WC0144562-08	04/12/2020	04/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Department of Health & Human Services 129 Pleasant Street  Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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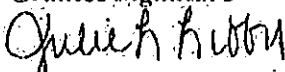
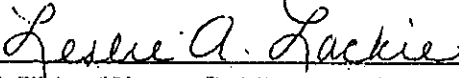
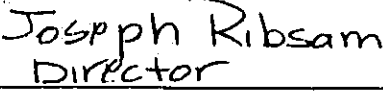
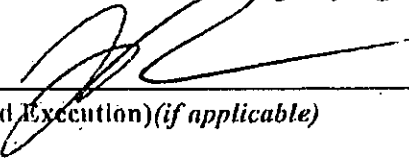
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## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Health and Human Services		<b>1.2. State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3. Grantee Name</b> Grafton County Alternative Sentencing		<b>1.4. Grantee Address</b> 3801 Dartmouth College Highway North Haverhill, NH 03774	
<b>1.5. Grantee Phone #</b> (603) 787-2042	<b>1.6. Account Number</b> 05-095-042-421410-79050000	<b>1.7. Completion Date</b> June 30, 2021	<b>1.8. Grant Limitation</b> \$30,000
<b>1.9. Grant Officer for State Agency</b> Nathan D. White		<b>1.10. State Agency Telephone Number</b> (603) 271-9631	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> Julie L. Libby, County Administrator	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Grafton</u> , on <u>6/25/20</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>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) <div style="text-align: right;">                         LESLIE A. LACKIE, Notary Public                          My Commission Expires: October 3, 2023                     </div> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Leslie A. Lackie, Notary Public			
<b>1.14. State Agency Signature(s)</b>  Joseph Ribsam Director		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> 	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)</b>  			
By: <u>Catherine Pinos</u> Assistant Attorney General, On: <u>06/29/20</u>			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: <u>  /  /  </u>			

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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 and RSA 31:95-b.
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 acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
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.



## Scope of Services

### 1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to support the court-approved Juvenile Diversion program serving children and youth in the state of New Hampshire.
- 1.2. The Contractor shall develop and maintain a court-approved diversion program for juveniles.
- 1.3. The Contractor shall provide juvenile diversion services to youth ages 11-17 to Coos and Grafton Counties, that display the following characteristics including but not limited to:
  - 1.3.1. Beginning to abuse substances
  - 1.3.2. Chronic issues in school
  - 1.3.3. Self-harming behaviors
  - 1.3.4. Charged with a crime
  - 1.3.5. Demonstrates an eminent danger of entering the juvenile justice system
- 1.4. The Contractor shall provide services to positively impact the overall goals including but not limited to:
  - 1.4.1. Reducing youth recidivism
  - 1.4.2. Improving outcomes for youth
  - 1.4.3. Assuring victims that youth are held accountable for actions
  - 1.4.4. Reducing the cost to the juvenile justice system
- 1.5. The Contractor shall develop partnerships to provide foundations for strategies and direct services throughout the community including but not limited to:
  - 1.5.1. Law enforcement
  - 1.5.2. Schools
  - 1.5.3. Healthcare and human service providers
  - 1.5.4. Business community
  - 1.5.5. Faith-based organizations
  - 1.5.6. Youth-serving organizations
- 1.6. The Contractor shall utilize approaches that foster attachment of youth to caring adults and promote involvement in positive activities, core principles include but are not limited to:
  - 1.6.1. Comprehensiveness
  - 1.6.2. Developmentally appropriate mentored experiences and activities



Exhibit A

- 1.6.3. Integration
- 1.6.4. Proactive Intervention
- 1.6.5. Trauma informed systems of service
- 1.7. The Contractor shall develop a reparative agreement utilizing the advice of the community members, staff and participant in which the youth accepts responsibility, agreement shall include but is not limited to:
  - 1.7.1. Written apology to victims
  - 1.7.2. Community services to restore damages
  - 1.7.3. Education on substance misuse
  - 1.7.4. Skill building
  - 1.7.5. Mentoring
  - 1.7.6. Anger management
  - 1.7.7. Health decision making
- 1.8. The Contractor in collaboration with the panel shall review the youth's agreement upon completion of all requirements to evaluate the youth's experience and repaired social connections in collaboration with the youth, family and victims.
- 1.9. The Contractor shall ensure that all participants who successfully complete the program are deemed restored to full citizenship with the approval of the community, referral sources and upon notification to the victims of the participants completion.
- 1.10. The Contractor shall continue to utilize additional funding sources in order to maintain continuous program services, funding sources include but are not limited to:
  - 1.10.1. Fundraising
  - 1.10.2. Private donations and grants
  - 1.10.3. Grafton County taxable funding
  - 1.10.4. New Hampshire Juvenile Court Diversion Program



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% general funds.
3. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
5. Payment for said services shall be made as follows:
  - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget Sheet.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DCYFInvoices@dhhs.nh.gov](mailto:DCYFInvoices@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

*[Handwritten Signature]*  
Date 6/29/2020

**New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding**



**Exhibit B**

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provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.


  
6/2/2020

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services

Grantee Name Grafton County Alternative Sentencing

Budget Request for: Juvenile Diversion Program Support Funding

Budget Period July 1, 2019 - June 30, 2020

Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 19,000.00	\$ -	\$ 19,000.00
2. Employee Benefits	\$ 2,000.00	\$ -	\$ 2,000.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 250.00	\$ -	\$ 250.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ 4,000.00	\$ -	\$ 4,000.00
7. Occupancy	\$ 200.00	\$ -	\$ 200.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 400.00	\$ -	\$ 400.00
Postage	\$ 75.00	\$ -	\$ 75.00
Subscriptions	\$ 75.00	\$ -	\$ 75.00
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 30,000.00</b>	<b>\$ -</b>	<b>\$ 30,000.00</b>

Indirect As A Percent of Direct

Contractor Initials

Date

jl  
6/9/2020



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**REVISIONS TO STANDARD GRANT AGREEMENT**

**1. Revisions to Grant Agreement, General Provisions**

1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:

4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

jl  
6/9/2020

## CERTIFICATE OF AUTHORITY

I, Marcia Morris, hereby certify that  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of the Grafton County Board of Commissioners.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Commissioners, duly called and held on June 9, 2020, at which a quorum of the Commissioners were present and voting.  
(Date)


**VOTED:** That, Julie L Libby, County Administrator  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Grafton County to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the county. To the extent that there are any limits on the authority of any listed individual to bind the county in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 9, 2020



Signature of Elected Officer

Name: Marcia Morris

Title: Clerk, Board of Commissioners





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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<sup>3</sup> 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<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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<sup>3</sup>. 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.

<b>Participating Member:</b> Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	<b>Member Number:</b> 603	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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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"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Claims Made           <input type="checkbox"/> Occurrence         </div>	7/1/2019  7/1/2020	7/1/2020  7/1/2021	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000   
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2019 7/1/2020	7/1/2020 7/1/2021	<input checked="" type="checkbox"/> Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$2,000,000 \$2,000,000  
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

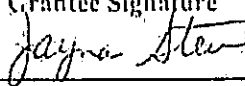
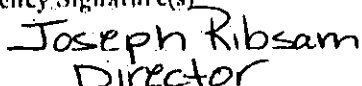
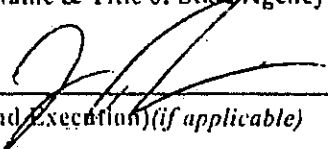

<b>CERTIFICATE HOLDER:</b>  State of NH, Department of Health and Human Services 129 Pleasant St Concord, NH 03301	<b>Additional Covered Party</b>  	<b>Loss Payee</b>  	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b> By: <i>Mary Beth Purcell</i> Date: 6/9/2020    mpurcell@nhprimex.org Please direct inquiries to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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## GRANT AGREEMENT

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

### GENERAL PROVISIONS

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> Department of Health and Human Services		<b>1.2. State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3. Grantee Name</b> Manchester Police Athletic League, Inc.		<b>1.4. Grantee Address</b> 409 Beech Street Manchester, NH, 03103	
<b>1.5. Grantee Phone #</b> (603) 626-0211	<b>1.6. Account Number</b> 05-095-042-421410-79050000	<b>1.7. Completion Date</b> June 30, 2021	<b>1.8. Grant Limitation</b> \$10,000
<b>1.9. Grant Officer for State Agency</b> Nathan D. White		<b>1.10. State Agency Telephone Number</b> (603) 271-9631	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> Jayne Stevens Director of Operations & Development	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of _____, on _____, 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>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b>			
<b>1.14. State Agency Signature(s)</b>  Joseph Ribsam Director		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> 	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable)</b> By:  Assistant Attorney General, On: 06/26/20			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: ____/____/____			

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 and RSA 31:95-b.
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 acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
  - 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
  - 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
  - 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
  - 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF 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.



## Scope of Services

### 1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to support the court-approved Juvenile Diversion program serving children and youth in the state of New Hampshire.
- 1.2. The Contractor shall develop and maintain a court-approved diversion program for juveniles.
- 1.3. The Contractor shall provide juvenile diversion services to youth ages 11-17 in the Manchester area that display the following characteristics including but not limited to:
  - 1.3.1. Beginning to abuse substances
  - 1.3.2. Chronic issues in school
  - 1.3.3. Self-harming behaviors
  - 1.3.4. Charged with a crime
  - 1.3.5. Demonstrates an eminent danger of entering the juvenile justice system
- 1.4. The Contractor shall provide services and collaboration to prevent and reduce youth alcohol, tobacco and other drug use and to promote health environments.
- 1.5. The Contractor shall utilize a three-tiered strategy of information, education and collaboration including but not limited to:
  - 1.5.1. Youth development programming
  - 1.5.2. Educational opportunities
  - 1.5.3. Experiential learning
  - 1.5.4. Connections to the community
- 1.6. The Contractor shall provide services to positively impact the overall goals including but not limited to:
  - 1.6.1. Reducing youth recidivism
  - 1.6.2. Improving outcomes for youth
  - 1.6.3. Assuring victims that youth are held accountable for actions
  - 1.6.4. Reducing the cost to the juvenile justice system
- 1.7. The Contractor shall coordinate a team of individuals who shall work with the participant to develop and evaluate a restorative contract, members include but are not limited to:
  - 1.7.1. Manchester Police Athletic League (MPAL) staff
  - 1.7.2. Juvenile Court Diversion Coordinator
  - 1.7.3. Panel Facilitators



Exhibit A

- 1.7.4. Intake workers and community volunteers.
- 1.8. The Contractor shall ensure that all volunteers have completed the following including but not limited to:
  - 1.8.1. Training by Diversion Coordinator and other professionals
  - 1.8.2. New Hampshire criminal background check
  - 1.8.3. Confidentiality agreement
- 1.9. The Contractor shall develop partnerships to provide foundations for strategies and direct services throughout the community including but not limited to:
  - 1.9.1. Law enforcement
  - 1.9.2. Schools
  - 1.9.3. Healthcare and human service providers
  - 1.9.4. Business community
  - 1.9.5. Faith-based organizations
  - 1.9.6. Youth-serving organizations
- 1.10. The Contractor shall receive referrals from the Manchester Police Department and surrounding towns for any youth who have experience a first time, non violent offense.
- 1.11. The Contractor shall schedule a panel intake meetings to include the youth and the parent or guardian.
- 1.12. The Contractor shall complete an assessment with the youth, including but not limited to:
  - 1.12.1. Family functioning survey
  - 1.12.2. SBIRT drug and alcohol screening
  - 1.12.3. Youth strengths, interests and needs
- 1.13. The Contractor shall utilize approaches that foster attachment of youth to caring adults and promote involvement in positive activities, core principles include but are not limited to:
  - 1.13.1. Comprehensiveness
  - 1.13.2. Developmentally appropriate mentored experiences and activities
  - 1.13.3. Integration
  - 1.13.4. Proactive Intervention
  - 1.13.5. Trauma informed systems of service



Exhibit A

- 1.14. The Contractor shall develop a reparative agreement utilizing the advice of the community members, staff and participant in which the youth accepts responsibility, agreement shall include but is not limited to:
  - 1.14.1. Written apology to victims
  - 1.14.2. Community services to restore damages
  - 1.14.3. Education on substance misuse
  - 1.14.4. Skill building
  - 1.14.5. Mentoring
  - 1.14.6. Anger management
  - 1.14.7. Health decision making
- 1.15. The Contractor in collaboration with the panel shall review the youth's agreement upon completion of all requirements to evaluate the youth's experience and repaired social connections in collaboration with the youth, family and victims.
- 1.16. The Contractor shall ensure that all participants who successfully complete the program are deemed restored to full citizenship with the approval of the community, referral sources and upon notification to the victims of the participants completion.
- 1.17. The Contractor shall continue to utilize additional funding sources in order to maintain continuous program services, funding sources include but are not limited to:
  - 1.17.1. Fundraising
  - 1.17.2. Private donations and grants
  - 1.17.3. SBIRT Reimbursement





## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% general funds.
3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
5. Payment for said services shall be made as follows:
  - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget Sheet.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DCYFInvoices@dhhs.nh.gov](mailto:DCYFInvoices@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

*[Handwritten Signature]*  
6/26/20

**New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding**



**Exhibit B**

---

provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

*SAB*  
*6/26/20*

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services			
Bidder/Program Name: Manchester Police Athletic League Inc.			
Budget Request for: Juvenile Diversion Program Support Funding			
Grant Period: July 1, 2019 - June 30, 2020			
Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 7,380.00	\$ 738.00	\$ 8,118.00
2. Employee Benefits	\$ 912.00	\$ 91.20	\$ 1,003.20
3. Consultants		\$ -	\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance	\$ 179.00	\$ 17.90	\$ 196.90
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational		\$ -	\$ -
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office	\$ 43.00	\$ 4.30	\$ 47.30
6. Travel		\$ -	\$ -
7. Occupancy	\$ 282.00	\$ 28.20	\$ 310.20
8. Current Expenses		\$ -	\$ -
Telephone	\$ 31.00	\$ 3.10	\$ 34.10
Postage	\$ 24.00	\$ 2.40	\$ 26.40
Subscriptions		\$ -	\$ -
Audit and Legal		\$ -	\$ -
Insurance	\$ 176.00	\$ 17.60	\$ 193.60
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Communications	\$ 11.00	\$ 1.10	\$ 12.10
11. Staff Education and Training	\$ 53.00	\$ 5.30	\$ 58.30
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory):		\$ -	\$ -
10% indirect		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
<b>TOTAL</b>	<b>\$ 9,091.00</b>	<b>\$ 909.10</b>	<b>\$ 10,000</b>
Indirect As A Percent of Direct		10.0%	



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**REVISIONS TO STANDARD GRANT AGREEMENT**

**1. Revisions to Grant Agreement, General Provisions**

1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:

4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

# State of New Hampshire

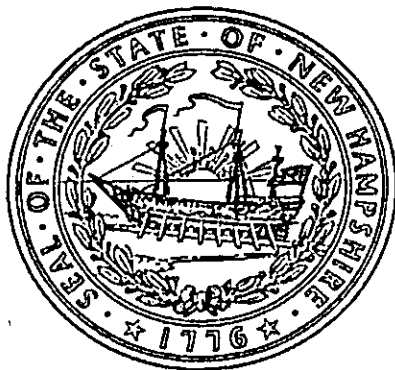
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER POLICE ATHLETIC LEAGUE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 30, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 179682

Certificate Number: 0004555248



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of July A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Kenneth Adam Hollis, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of the Manchester Police Athletic League.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 8, 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Jayna Stevens (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of the Manchester Police Athletic League to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/8/2020

  
Signature of Elected Officer

Name: Kenneth Adam Hollis

Title: Chairman, Board of Directors

SBOWERS2

DATE (MM/DD/YYYY)  
6/11/20**ACORD****CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K & K Insurance Group, Inc.  
P.O. Box 2338  
Fort Wayne, IN 46801

CONTACT SMALL COMMERCIAL UNIT  
PHONE 877-783-1161 FAX 260-459-5870  
(A/C No. Ext.)  
EMAIL SCUKANDY@INSURANCE.COM  
ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A: NATIONAL CASUALTY COMPANY 11991  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

INSURED MANCHESTER POLICE ATHLETIC LEAGUE  
409 BEECH ST.  
MANCHESTER, NH 03103

**COVERAGES**

CERTIFICATE NUMBER: 2008298

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL LIMIT (USD) (USD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GDM: AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER		KK00007875400	12:01AM 6/15/19	12:01AM 6/15/20	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (EA occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE UNLIMITED PRODUCTS-COMP/OP AGG 1000000 Part Lgl Liab 1000000 COMBINED SINGLE LIMIT (EA Accidents) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		KK00007875600	12:01AM 6/15/19	12:01AM 6/15/20	EACH OCCURRENCE 1000000 AGGREGATE NONE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A				PER-STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

**CERTIFICATE HOLDER****CANCELLATION**

DHHS, STATE OF NH  
JENNIFER HACKETTE ADMINISTRATOR  
CONTRACTS AND PROCUREMENT  
129 PLEASENT STREET  
CONCORD, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

*Scott F. Furlong*

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

SBOWERS2

DATE (MM/DD/YYYY)  
6/11/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: SMALL COMMERCIAL UNIT	
	PHONE (A/C, No, Ext): 877-783-1161	FAX (A/C, No): 260-459-5870
	E-MAIL ADDRESS: SCU@KANDKIINSURANCE.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: NATIONAL CASUALTY COMPANY	11991
INSURED MANCHESTER POLICE ATHLETIC LEAGUE 409 BEECH ST. MANCHESTER, NH 03103	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

2008282

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			KKO0008428100	12:01AM 6/15/20	12:01AM 6/15/21	EACH OCCURRENCE 1000000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (EA occurrence) 300000				
	<input type="checkbox"/> Owners & Contractors		MED EXP (Any one person) 5000				
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY 1000000				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE UNLIMITED
	OTHER:						PRODUCTS-COMP/OP AGG 1000000
							Part Lgl Liab 1000000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA Accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR			XKO0008428200	12:01AM 6/15/20	12:01AM 6/15/21	EACH OCCURRENCE 1000000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE 1000000				
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER-STATUTE OTHER
							E.I. EACH ACCIDENT
							E.I. DISEASE - EA EMPLOYEE
							E.I. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

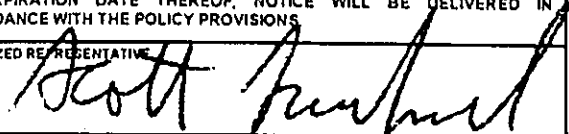
## CERTIFICATE HOLDER

DHHS, STATE OF NH  
JENNIFER HACKETT ADMINISTRATOR  
CONTRACTS AND PROCUREMENT  
129 PLEASANT STREET  
CONCORD, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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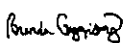
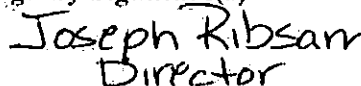
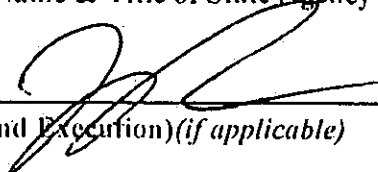



## GRANT AGREEMENT

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

### GENERAL PROVISIONS

**I. Identification and Definitions.**

<b>1.1. State Agency Name</b> Department of Health and Human Services		<b>1.2. State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3. Grantee Name</b> The Upper Room A Family Resource Center		<b>1.4. Grantee Address</b> 36 Tsienneto Road Derry, NH, 03038	
<b>1.5. Grantee Phone #</b> (603) 437-8477	<b>1.6. Account Number</b> 05-095-042-421410-79050000	<b>1.7. Completion Date</b> June 30, 2021	<b>1.8. Grant Limitation</b> \$35,768
<b>1.9. Grant Officer for State Agency</b> Nathan D. White		<b>1.10. State Agency Telephone Number</b> (603) 271-9631	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> Brenda Guggisberg, Executive Director	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of _____, on _____ / ____ / _____, 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>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b>			
<b>1.14. State Agency Signature(s)</b>  Joseph Ribsam Director		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> 	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)</b>  By:  Assistant Attorney General, On: 06 / 26 / 20			
<b>1.17. Approval by Governor and Council (if applicable)</b>  By: _____ On: ____ / ____ / ____			

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 and RSA 31:95-b.
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 acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF 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 18.1 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.



## Scope of Services

### **1. Scope of Services**

- 1.1. The Contractor shall utilize grant funding to support the court-approved Juvenile Diversion program serving children and youth in the state of New Hampshire.
- 1.2. The Contractor shall develop and maintain a court-approved diversion program for juveniles.
- 1.3. The Contractor shall provide juvenile diversion services to youth ages 11-17 in Rockingham county area that display the following characteristics including but not limited to:
  - 1.3.1. Beginning to abuse substances
  - 1.3.2. Chronic issues in school
  - 1.3.3. Self-harming behaviors
  - 1.3.4. Charged with a crime
  - 1.3.5. Demonstrates an eminent danger of entering the juvenile justice system
- 1.4. The Contractor shall provide services and collaboration to prevent and reduce youth alcohol, tobacco and other drug use and to promote health environments.
- 1.5. The Contractor shall utilize a three-tiered strategy of information, education and collaboration including but not limited to:
  - 1.5.1. Youth development programming
  - 1.5.2. Educational opportunities
  - 1.5.3. Experiential learning
  - 1.5.4. Connections to the community
- 1.6. The Contractor shall provide services to positively impact the overall goals including but not limited to:
  - 1.6.1. Reducing youth recidivism
  - 1.6.2. Improving outcomes for youth
  - 1.6.3. Assuring victims that youth are held accountable for actions
  - 1.6.4. Reducing the cost to the juvenile justice system
- 1.7. The Contractor shall provide prevention services through Community Service Learning Opportunities targeted to youth prior to entering the juvenile justice system.
- 1.8. The Contractor shall provide diverse supervised learning opportunities that support the principles of restorative justice and work to build key skills including but not limited to:



Exhibit A

- 1.8.1. Independence
- 1.8.2. Self-confidence
- 1.8.3. Leadership
- 1.8.4. Self-esteem
- 1.8.5. Team work
- 1.9. The Contractor shall coordinate a team of individuals who shall work with the participant to develop and evaluate a restorative contract, members include but are not limited to:
  - 1.9.1. Juvenile Court Diversion Coordinator
  - 1.9.2. Panel Facilitators
  - 1.9.3. Intake workers and community volunteers.
- 1.10. The Contractor shall develop partnerships to provide foundations for strategies and direct services throughout the community including but not limited to:
  - 1.10.1. Law enforcement
  - 1.10.2. Schools
  - 1.10.3. Healthcare and human service providers
  - 1.10.4. Business community
  - 1.10.5. Faith-based organizations
  - 1.10.6. Youth-serving organizations
- 1.11. The Contractor shall utilize approaches that foster attachment of youth to caring adults and promote involvement in positive activities, core principles include but are not limited to:
  - 1.11.1. Comprehensiveness
  - 1.11.2. Developmentally appropriate mentored experiences and activities
  - 1.11.3. Integration
  - 1.11.4. Proactive Intervention
  - 1.11.5. Trauma informed systems of service
- 1.12. The Contractor shall develop a reparative agreement utilizing the advice of the community members, staff and participant in which the youth accepts responsibility, agreement shall include but is not limited to:
  - 1.12.1. Written apology to victims
  - 1.12.2. Community services to restore damages
  - 1.12.3. Education on substance misuse



Exhibit A

- 1.12.4. Skill building
- 1.12.5. Mentoring
- 1.12.6. Anger management
- 1.12.7. Health decision making
- 1.13. The Contractor shall provide a youth educational shoplifting program to all youth as necessary, in order to help youth understand how shoplifting affects the community.
- 1.14. The Contractor shall provide to the youth and their families with a two courses twelve (12) hour Challenge Course in which youth identify their personal relations with substances through group discussions and activities.
- 1.15. The Contractor shall provide to youth and their families with a ten (10) hour Take Control course for anger management in which the youth learn to identify the source of their anger, how to resolve conflict in health ways and the effect of anger on them, the community and the families lives.
- 1.16. The Contactor shall provide to youth and families access to the following programs including but not limited to:
  - 1.16.1. Rejuven 8 school program
  - 1.16.2. Teen Talk
  - 1.16.3. Parent and Caregivers Cafe
  - 1.16.4. Greater Derry Family Outreach
  - 1.16.5. Parent Education
- 1.17. The Contractor in collaboration with the panel shall review the youth's agreement upon completion of all requirements to evaluate the youth's experience and repaired social connections in collaboration with the youth, family and victims.
- 1.18. The Contractor shall ensure that all participants who successfully complete the program are deemed restored to full citizenship with the approval of the community, referral sources and upon notification to the victims of the participants completion.
- 1.19. The Contractor shall continue to utilize additional funding sources in order to maintain continous program services, funding sources include but are not limited to:
  - 1.19.1. Fundraising
  - 1.19.2. Private donations and grants



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% general funds.
3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
5. Payment for said services shall be made as follows:
  - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget Sheets.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DCYFInvoices@dhhs.nh.gov](mailto:DCYFInvoices@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services



**New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding**



**Exhibit B**

---

compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

**Exhibit B-1, Budget Sheet**

<b>New Hampshire Department of Health and Human Services</b>			
<b>Grantee Name</b> The Upper Room, a Family Resource Center			
<b>Budget Request for:</b> Juvenile Diversion Program Support Funding			
<b>Grant Period:</b> July 1, 2020 - June 30, 2021			
<b>Line Item</b>	<b>Direct</b>	<b>Indirect</b>	<b>Total</b>
1. Total Salary/Wages	\$ 21,682.00	\$ 3,924.00	\$ 25,606.00
2. Employee Benefits	\$ 3,139.00	\$ 491.00	\$ 3,630.00
3. Consultants	\$ -		\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational (Curriculum)	\$ 412.00	\$ -	\$ 412.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 432.00	\$ -	\$ 432.00
6. Travel	\$ 171.00	\$ -	\$ 171.00
7. Occupancy	\$ 1,898.00	\$ -	\$ 1,898.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone/IT	\$ 499.00	\$ -	\$ 499.00
Postage	\$ 149.00	\$ -	\$ 149.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal		\$ 930.00	\$ 930.00
Insurance		\$ 569.00	\$ 569.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications		\$ 190.00	\$ 190.00
11. Staff Education and Training	\$ 103.00	\$ -	\$ 103.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Program/General Supplies	\$ 1,179.00	\$ -	\$ 1,179.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 29,664.00</b>	<b>\$ 6,104.00</b>	<b>\$ 35,768.00</b>

Indirect As A Percent of Direct

Contractor Initials BG

Date 6-26-2020



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**REVISIONS TO STANDARD GRANT AGREEMENT**

**1. Revisions to Grant Agreement, General Provisions**

- 1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:
- 4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

# State of New Hampshire

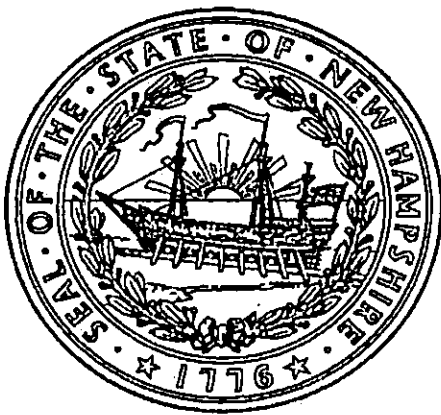
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE UPPER ROOM, A FAMILY RESOURCE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 30, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 81048

Certificate Number: 0004929910



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of June A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF AUTHORITY

I, Jeremy Lane, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Upper Room, a Family Resource Ctr. (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 11 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

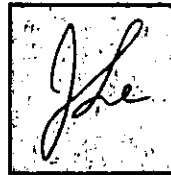
**VOTED:** That Brenda Guggisberg (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Upper Room to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 11, 2020



Signature of Elected Officer  
Name: Jeremy Lane  
Title: Secretary, Board of Directors



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Janice Jobin <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> ljobin@crossagency.com	
<b>INSURED</b> The Upper Room a Family Resource Center 36 Tsienneto Road P.O. Box 1017 Derry NH 03038		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>INSURER B:</b> NorGuard Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058 31470	

**COVERAGES****CERTIFICATE NUMBER:** 20-21 All Lines**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK2126778	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 20,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							Sexual/Physical Abuse \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2126778	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			PHUB720283	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000
			AGGREGATE \$ 1,000,000				
			\$				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UPWC128060 (3a.) NH	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
A	Professional Liability			PHPK2126778	07/01/2020	07/01/2021	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Dept of Health and Human Services State of NH 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Archie Poirts - SGL</i> AAI, CRIS
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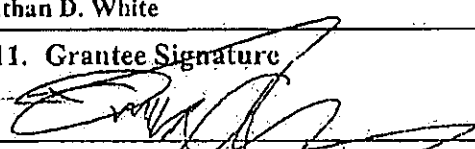
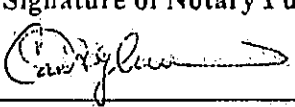
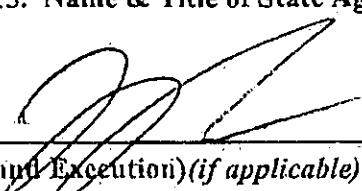
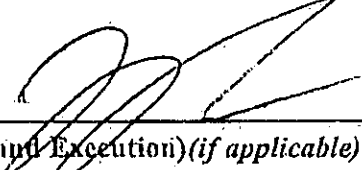
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## GRANT AGREEMENT

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

### GENERAL PROVISIONS

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> Department of Health and Human Services		<b>1.2. State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3. Grantee Name</b> The Youth Council		<b>1.4. Grantee Address</b> 112 W PEARL STREET NASHUA, NH, 03060	
<b>1.5. Grantee Phone #</b> (603) 889-1090	<b>1.6. Account Number</b> 05-095-042-421410-79050000	<b>1.7. Completion Date</b> June 30, 2021	<b>1.8. Grant Limitation</b> \$10,523
<b>1.9. Grant Officer for State Agency</b> Nathan D. White		<b>1.10. State Agency Telephone Number</b> (603) 271-9631	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> Donna Arias, Executive Director	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Hillsborough, on 6/25/2020 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 he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;">                         CATHERINE L JOHNSON                          Notary Public, State of New Hampshire                          My Commission Expires Sep. 18, 2024                     </div>			
<b>1.14. State Agency Signature(s)</b> Signor(s) Joseph Ribsam Director		<b>1.15. Name &amp; Title of State Agency</b> 	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)</b> 			
By: Catherine Pinos Assistant Attorney General, On: 06/29/20			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			

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 and RSA 31:95-b.
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 acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
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 18.1 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.

*[Signature]*  
6-17-20



## Scope of Services

### 1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to support the court-approved Juvenile Diversion program serving children and youth in the state of New Hampshire.
- 1.2. The Contractor shall develop and maintain a court-approved diversion program for juveniles.
- 1.3. The Contractor shall provide juvenile diversion services to youth ages 11-17 in the Nashua area that display the following characteristics including but not limited to:
  - 1.3.1. Beginning to abuse substances
  - 1.3.2. Chronic issues in school
  - 1.3.3. Self-harming behaviors
  - 1.3.4. Charged with a crime
  - 1.3.5. Demonstrates an eminent danger of entering the juvenile justice system
- 1.4. The Contractor shall provide services and collaboration to prevent and reduce youth alcohol, tobacco and other drug use and to promote health environments.
- 1.5. The Contractor shall utilize a three-tiered strategy of information, education and collaboration including but not limited to:
  - 1.5.1. Youth development programming
  - 1.5.2. Educational opportunities
  - 1.5.3. Experiential learning
  - 1.5.4. Connections to the community
- 1.6. The Contractor shall provide services to positively impact the overall goals including but not limited to:
  - 1.6.1. Reducing youth recidivism
  - 1.6.2. Improving outcomes for youth
  - 1.6.3. Assuring victims that youth are held accountable for actions
  - 1.6.4. Reducing the cost to the juvenile justice system
- 1.7. The Contractor shall coordinate a team of individuals who shall work with the participant to develop and evaluate a restorative contract, members include but are not limited to:
  - 1.7.1. Juvenile Court Diversion Coordinator
  - 1.7.2. Panel Facilitators
  - 1.7.3. Intake workers and community volunteers.

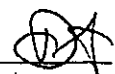
  
6-11-20



Exhibit A

- 1.8. The Contractor shall ensure that all volunteers have completed the following including but not limited to:
  - 1.8.1. Training by Diversion Coordinator and other professionals
  - 1.8.2. New Hampshire criminal background check
  - 1.8.3. Confidentiality agreement
- 1.9. The Contractor shall develop partnerships to provide foundations for strategies and direct services throughout the community including but not limited to:
  - 1.9.1. Law enforcement
  - 1.9.2. Schools
  - 1.9.3. Healthcare and human service providers
  - 1.9.4. Business community
  - 1.9.5. Faith-based organizations
  - 1.9.6. Youth-serving organizations
- 1.10. The Contractor shall utilize approaches that foster attachment of youth to caring adults and promote involvement in positive activities, core principles include but are not limited to:
  - 1.10.1. Comprehensiveness
  - 1.10.2. Developmentally appropriate mentored experiences and activities
  - 1.10.3. Integration
  - 1.10.4. Proactive Intervention
  - 1.10.5. Trauma informed systems of service
- 1.11. The Contractor shall develop a reparative agreement utilizing the advice of the community members, staff and participant in which the youth accepts responsibility, agreement shall include but is not limited to:
  - 1.11.1. Written apology to victims
  - 1.11.2. Community services to restore damages
  - 1.11.3. Education on substance misuse
  - 1.11.4. Skill building
  - 1.11.5. Mentoring
  - 1.11.6. Anger management
  - 1.11.7. Health decision making
- 1.12. The Contractor in collaboration with the panel shall review the youth's agreement upon completion of all requirements to evaluate the youth's

*[Signature]*  
6-11-20

New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding



Exhibit A

experience and repaired social connections in collaboration with the youth, family and victims.

1.13. The Contractor shall ensure that all participants who successfully complete the program are deemed restored to full citizenship with the approval of the community, referral sources and upon notification to the victims of the participants completion.

1.14. The Contractor shall continue to utilize additional funding sources in order to maintain continuous program services, funding sources include but are not limited to:

1.14.1. Fundraising

1.14.2. Private donations and grants

*[Handwritten Signature]*



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% general funds.
3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
5. Payment for said services shall be made as follows:
  - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget Sheet.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DCYFInvoices@dhhs.nh.gov](mailto:DCYFInvoices@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

*[Handwritten Signature]*  
Date *6-20*

**New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding**



**Exhibit B**

---

provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

The Youth Council

RG-2020-DCYF-01-JUVEN-08

Rev. 01/08/19

Exhibit B

Page 2 of 2

Contractor Initials

Date

*[Handwritten Signature]*  
*[Handwritten Date: 6/20]*

## New Hampshire Department of Health and Human Services

Bllder/Program Name: The Youth Council

Budget Request for: RGA-2020-DCYF-01-JUVEN-08

Budget Request for: July 1, 2019 to June 30, 2020

Line/Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 7,223.00		\$ 7,223.00
2. Employee Benefits	\$ 1,925.00		\$ 1,925.00
3. Consultants	\$ -		\$ -
4. Equipment:	\$ -		\$ -
Rental	\$ -		\$ -
Repair and Maintenance	\$ -		\$ -
Purchase/Depreciation	\$ -		\$ -
5. Supplies:	\$ -		\$ -
Educational	\$ -		\$ -
Lab	\$ -		\$ -
Pharmacy	\$ -		\$ -
Medical	\$ -		\$ -
Office	\$ 550.00		\$ 550.00
6. Travel	\$ 550.00		\$ 550.00
7. Occupancy	\$ -		\$ -
8. Current Expenses	\$ -		\$ -
Telephone	\$ -		\$ -
Postage	\$ -		\$ -
Subscriptions	\$ -		\$ -
Audit and Legal	\$ -		\$ -
Insurance	\$ -		\$ -
Board Expenses	\$ -		\$ -
9. Software	\$ -		\$ -
10. Marketing/Communications	\$ 275.00		\$ 275.00
11. Staff Education and Training	\$ -		\$ -
12. Subcontracts/Agreements	\$ -		\$ -
13. Other (specific details mandator	\$ -		\$ -
10% indirect	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
<b>TOTAL</b>	<b>\$ 10,523.00</b>		<b>\$ 10,523.00</b>

Indirect As A Percent of Direct

0.0%

Contractor Initial 

Date

6-11-20





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**REVISIONS TO STANDARD GRANT AGREEMENT**

**1. Revisions to Grant Agreement, General Provisions**

1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:

4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

DA  
6-11-20

# State of New Hampshire

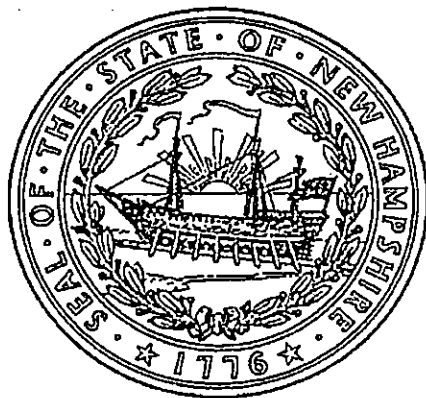
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE YOUTH COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 14, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61917

Certificate Number: 0004922873



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of May A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Jennifer Linatsas, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Youth Council  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 20, 2018, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

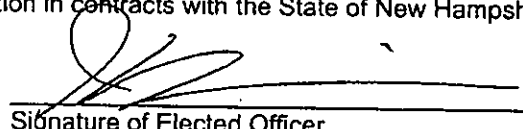
**VOTED:** That Donna Arias (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Youth Council to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 05/21/2020

  
Signature of Elected Officer

Name: Jennifer Linatsas

Title: Vice President of the Board of TYC

## Hackett, Jennifer

---

**From:** Pinos, Catherine <Catherine.Pinos@doj.nh.gov>  
**Sent:** Monday, June 29, 2020 10:46 AM  
**To:** Hackett, Jennifer  
**Subject:** RE: Juvenile Youth Council

Hi Jen, this will suffice. In the future please have them use language that is closer to that in No. 3 of the COA – that they hereby certify that the vote from (date) hasn't been amended or repealed and remains in full force and effect etc.

Regards,  
Catherine

---

**From:** Hackett, Jennifer <Jennifer.Hackett@dhhs.nh.gov>  
**Sent:** Monday, June 29, 2020 10:06 AM  
**To:** Pinos, Catherine <Catherine.Pinos@doj.nh.gov>  
**Subject:** Juvenile Youth Council  
**Importance:** High

Hello Catherine,

Will this email work for the Juvenile Diversion Youth Council? If so I will add it behind the COA before printing.

Also in that folder I have also added another binder for review.

Thanks

*Good morning, I am writing this email to confirm that Donna Arias has the authority to sign contracts on behalf of The Youth Council. Please contact me with further questions. –*

*Regards,*

*Jennifer Linatsas*

*Board Vice President*

*(978) 319-3080*

Sent from my Verizon, Samsung Galaxy smartphone

Jennifer Hackett BS  
Administrator I/Team Lead  
Contracts & Procurement  
DHHS, State of NH  
129 Pleasant Street  
Concord NH 03301  
(603) 271-9605  
[jennifer.hackett@dhhs.nh.gov](mailto:jennifer.hackett@dhhs.nh.gov)

\*\*\*Note I will be out of the office July 1<sup>st</sup> – July 6<sup>th</sup>\*\*\*

STATEMENT OF CONFIDENTIALITY: This message may contain information that is privileged and confidential and is intended for the exclusive use of the individual(s) to whom it is addressed. If you received this message in error, please contact the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eaton & Berube Insurance Agency 11 Concord Street Nashua NH 03061		<b>CONTACT NAME:</b> Cathy Beauregard <b>PHONE (A/C No., Ext.):</b> 603-689-7229 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> cbeauregard@eatonberube.com	
<b>INSURED</b> The Youth Council, Inc 110-115 West Pearl Street Nashua NH 03060		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 23850	

**COVERAGES****CERTIFICATE NUMBER:** 1183505919**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2124038	6/18/2020	6/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2124038	6/18/2020	6/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB719920	6/18/2020	6/18/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2124038	6/18/2020	6/18/2021	Per Claim Aggregate \$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

DHHS 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Marie R. Berube</i>
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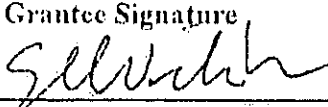
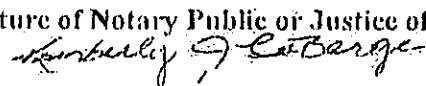
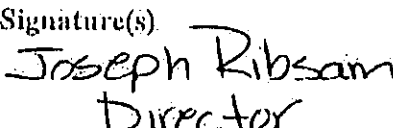
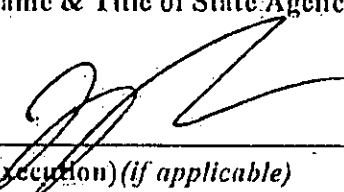
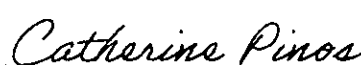
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## GRANT AGREEMENT

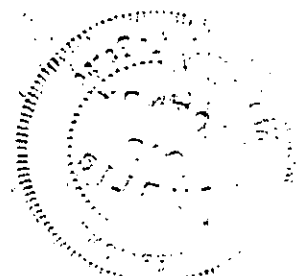
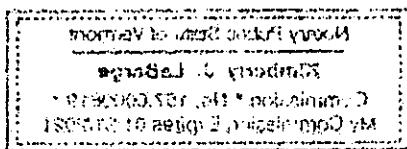
The State of New Hampshire and the Grantee hereby mutually agree as follows:

### GENERAL PROVISIONS

**I. Identification and Definitions.**

<b>1.1. State Agency Name</b> Department of Health and Human Services		<b>1.2. State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3. Grantee Name</b> Valley Court Diversion Programs, Inc.		<b>1.4. Grantee Address</b> 211 North Main Street White River Junction, VT, 05001	
<b>1.5. Grantee Phone #</b> (802) 295-5078	<b>1.6. Account Number</b> 05-095-042-421410-79050000	<b>1.7. Completion Date</b> June 30, 2021	<b>1.8. Grant Limitation</b> \$35,768
<b>1.9. Grant Officer for State Agency</b> Nathan D. White		<b>1.10. State Agency Telephone Number</b> (603) 271-9631	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> Ellen Wicklorn Executive Director	
<b>1.13. Acknowledgment:</b> State of <sup>Vermont</sup> <del>New Hampshire</del> , County of _____, on _____, 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>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> <div style="border: 1px solid black; padding: 5px; width: fit-content; float: right; margin-top: 10px;">                     Notary Public State of Vermont                      Kimberly J. LaBerge                      Commission * No. 167.0009019 *                      My Commission Expires 01/31/2021                 </div>			
<b>1.14. State Agency Signature(s)</b> Signor(s) 		<b>1.15. Name &amp; Title of State Agency</b> 	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable)</b>			
By:  Assistant Attorney General, On: 06/26/20			
<b>1.17. Approval by Governor and Council (if applicable)</b>			
By: _____ On: ____/____/____			

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 and RSA 31:95-b.
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 acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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.

No data shall be subject to copyright in the United States or any other country by anyone other than the State.

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.

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.

**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.

#### **EVENT OF DEFAULT: REMEDIES.**

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.

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.

#### **TERMINATION.**

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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.

**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.



## Scope of Services

### 1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to support the court-approved Juvenile Diversion program serving children and youth in the state of New Hampshire.
- 1.2. The Contractor shall develop and maintain a court-approved diversion program for juveniles.
- 1.3. The Contractor shall provide juvenile diversion services to youth in the Lower Grafton County area, that display the following characteristics including but not limited to:
  - 1.3.1. Beginning to abuse substances
  - 1.3.2. Chronic issues in school
  - 1.3.3. Self-harming behaviors
  - 1.3.4. Charged with a crime
  - 1.3.5. Demonstrates an eminent danger of entering the juvenile justice system
- 1.4. The Contractor shall provide services and collaboration to prevent and reduce youth alcohol, tobacco and other drug use and to promote health environments.
- 1.5. The Contractor shall utilize a three-tiered strategy of information, education and collaboration including but not limited to:
  - 1.5.1. Youth development programming
  - 1.5.2. Educational opportunities
  - 1.5.3. Experiential learning
  - 1.5.4. Connections to the community
- 1.6. The Contractor shall provide services to positively impact the overall goals including but not limited to:
  - 1.6.1. Reducing youth recidivism
  - 1.6.2. Improving outcomes for youth
  - 1.6.3. Assuring victims that youth are held accountable for actions
  - 1.6.4. Reducing the cost to the juvenile justice system
- 1.7. The Contractor shall coordinate a team of individuals who shall work with the participant to develop and evaluate a restorative contract, members include but are not limited to:
  - 1.7.1. Juvenile Court Diversion Coordinator
  - 1.7.2. Panel Facilitators
  - 1.7.3. Intake workers and community volunteers.



Exhibit A

- 1.8. The Contractor shall develop partnerships to provide foundations for strategies and direct services throughout the community including but not limited to:
  - 1.8.1. Law enforcement
  - 1.8.2. Schools
  - 1.8.3. Healthcare and human service providers
  - 1.8.4. Business community
  - 1.8.5. Faith-based organizations
  - 1.8.6. Youth-serving organizations
- 1.9. The Contractor shall utilize approaches that foster attachment of youth to caring adults and promote involvement in positive activities, core principles include but are not limited to:
  - 1.9.1. Comprehensiveness
  - 1.9.2. Developmentally appropriate mentored experiences and activities
  - 1.9.3. Integration
  - 1.9.4. Proactive Intervention
  - 1.9.5. Trauma informed systems of service
- 1.10. The Contractor shall develop a reparative agreement utilizing the advice of the community members, staff and participant in which the youth accepts responsibility, agreement shall include but is not limited to:
  - 1.10.1. Written apology to victims
  - 1.10.2. Community services to restore damages
  - 1.10.3. Education on substance misuse
  - 1.10.4. Skill building
  - 1.10.5. Mentoring
  - 1.10.6. Anger management
  - 1.10.7. Health decision making
- 1.11. The Contractor in collaboration with the panel shall review the youth's agreement upon completion of all requirements to evaluate the youth's experience and repaired social connections in collaboration with the youth, family and victims.
- 1.12. The Contractor shall ensure that all participants who successfully complete the program are deemed restored to full citizenship with the approval of the community, referral sources and upon notification to the victims of the participants completion.

*EJW*

*6/11/20*



Exhibit A

1.13. The Contractor shall continue to utilize additional funding sources in order to maintain continuous program services, funding sources include but are not limited to:

1.13.1. Fundraising

1.13.2. Private donations and grants

*EEW*

*6/11/20*



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% general funds.
3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
5. Payment for said services shall be made as follows:
  - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget Sheet.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DCYFInvoices@dhhs.nh.gov](mailto:DCYFInvoices@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

EW  
6/26/20

New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding



Exhibit B

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compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

# New Hampshire Department of Health and Human Services

Bidder/Program Name: Valley Court Diversion Programs

Budget Request for: Juvenile Diversion Program Support Funding

Budget Request for: July 1, 2020 to June 30, 2021

Line/Item	Direct (Incremental)	Indirect (Fixed)	Total
1. Total Salary/Wages	\$ 21,348.00	\$ -	\$ 21,348.00
2. Employee Benefits	\$ 4,448.00	\$ -	\$ 4,448.00
3. Consultants	\$ 3,087.00	\$ -	\$ 3,087.00
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational		\$ -	\$ -
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office		\$ -	\$ -
6. Travel	\$ 1,574.00	\$ -	\$ 1,574.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses		\$ -	\$ -
Telephone	\$ 240.00	\$ -	\$ 240.00
Postage		\$ -	\$ -
Subscriptions		\$ -	\$ -
Audit and Legal	\$ 2,094.00	\$ -	\$ 2,094.00
Insurance	\$ 2,418.00	\$ -	\$ 2,418.00
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Communications		\$ -	\$ -
11. Staff Education and Training	\$ 406.00	\$ -	\$ 406.00
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (Paypal, Background Check Fees)	\$ 153.00	\$ -	\$ 153.00
10% indirect		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
<b>TOTAL</b>	<b>\$ 35,768.00</b>	<b>\$ -</b>	<b>\$ 35,768.00</b>

Indirect As A Percent of Direct

0.0%





## REVISIONS TO STANDARD GRANT AGREEMENT

### 1. Revisions to Grant Agreement, General Provisions

1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:

4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

*EW*

*6/11/20*

# State of New Hampshire

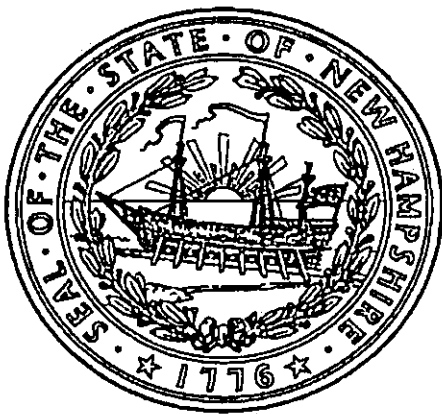
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VALLEY COURT DIVERSION PROGRAMS, INC. is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on January 07, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 685036

Certificate Number: 0004929626



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of June A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF AUTHORITY

I, E. Anne Clemens, hereby certify that:

1. I am the duly elected President of the Board of Trustees of Valley Court Diversion Programs, Inc.
2. Ellen Wicklum is duly authorized on behalf of Valley Court Diversion Programs, Inc., to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in her judgment be desirable or necessary to effect the mission of the agency.
3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 11, 2020

E. Anne Clemens  
Signature of Elected Officer  
Name: E. ANNE CLEMENS  
Title: PRESIDENT  
BOARD OF TRUSTEES  
VALLEY COURT DIVERSION PROGRAMS, INC.



VALLCOU-01

PSMITH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A. B. Gile, Inc. PO Box 68 Hanover, NH 03755	CONTACT NAME	
	PHONE (A/C, No, Ext): (603) 643-4540	FAX (A/C, No): (603) 643-6382
INSURED  Valley Court Diversion Programs, Inc. P.O. Box 474 White River Junction, VT 05001-0474	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Insurance Co.	
	INSURER B: Eastern Alliance	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SURK INSD (VVV)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PHPK2083356	1/11/2020	1/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2083356	1/11/2020	1/11/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB707575	1/11/2020	1/11/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	01-0000131288-00	1/11/2020	1/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK2083356	1/11/2020	1/11/2021	Limit \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Comp Covered States 3.A. Part One: VT; 3.C. Part Three: All States except ND,OH,WA,WY and State designated in Item 3A.

## EVIDENCE OF INSURANCE

## CERTIFICATE HOLDER

State of New Hampshire  
129 Pleasant St  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*W. J. Armes*

ACORD 25 (2016/03)

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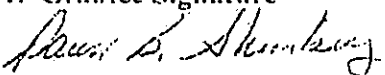
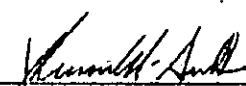
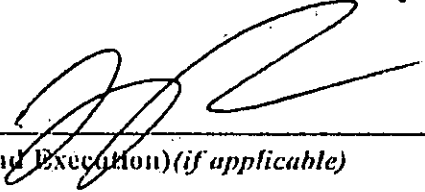
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## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### I. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Health and Human Services		<b>1.2. State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3. Grantee Name</b> Youth Assistance Program of Northfield, Sanbornton, Tilton, Inc.		<b>1.4. Grantee Address</b> 291 Main St., Suite 5 Tilton, NH, 03276	
<b>1.5. Grantee Phone #</b> (603) 286-8577	<b>1.6. Account Number</b> 05-095-042-421410- 79050000	<b>1.7. Completion Date</b> June 30, 2021	<b>1.8. Grant Limitation</b> \$35,768
<b>1.9. Grant Officer for State Agency</b> Nathan D. White		<b>1.10. State Agency Telephone Number</b> (603) 271-9631	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> Dawn B. Shumberg, Director	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Belknap</u> , on <u>6/25/20</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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)  <b>JESSE L. RENAULD-SMITH</b> Justice of the Peace-NH My Commission Expires Oct. 28, 2021			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Jesse Renauld-Smith Justice of the Peace			
<b>1.14. State Agency Signature(s)</b> Signor(s) <u>Joseph Ribsam</u> Director		<b>1.15. Name &amp; Title of State Agency</b> 	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable)</b> By: <u>Catherine Pinos</u> Assistant Attorney General, On: <u>06/26/20</u>			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: <u>1/1</u>			

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 and RSA 31:95-b.
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 acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF 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.





## Scope of Services

### 1. Scope of Services

- 1.1. The Contractor shall utilize grant funding to support the court-approved Juvenile Diversion program serving children and youth in the state of New Hampshire.
- 1.2. The Contractor shall develop and maintain a court-approved diversion program for juveniles.
- 1.3. The Contractor shall provide juvenile diversion services to youth ages 11-17 in the Northfield, Sanbornton and Tilton area that display the following characteristics including but not limited to:
  - 1.3.1. Beginning to abuse substances
  - 1.3.2. Chronic issues in school
  - 1.3.3. Self-harming behaviors
  - 1.3.4. Charged with a crime
  - 1.3.5. Demonstrates an eminent danger of entering the juvenile justice system
- 1.4. The Contractor shall provide services and collaboration to prevent and reduce youth alcohol, tobacco and other drug use and to promote health environments.
- 1.5. The Contractor shall utilize a three-tiered strategy of information, education and collaboration including but not limited to:
  - 1.5.1. Youth development programming
  - 1.5.2. Educational opportunities
  - 1.5.3. Experiential learning
  - 1.5.4. Connections to the community
- 1.6. The Contractor shall provide services to positively impact the overall goals including but not limited to:
  - 1.6.1. Reducing youth recidivism
  - 1.6.2. Improving outcomes for youth
  - 1.6.3. Assuring victims that youth are held accountable for actions
  - 1.6.4. Reducing the cost to the juvenile justice system
- 1.7. The Contractor shall coordinate a team of individuals who shall work with the participant to develop and evaluate a restorative contract, members include but are not limited to:
  - 1.7.1. Juvenile Court Diversion Coordinator
  - 1.7.2. Panel Facilitators

New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding



Exhibit A

- 1.7.3. Intake workers and community volunteers.
- 1.8. The Contractor shall develop partnerships to provide foundations for strategies and direct services throughout the community including but not limited to:
  - 1.8.1. Law enforcement
  - 1.8.2. Schools
  - 1.8.3. Healthcare and human service providers
  - 1.8.4. Business community
  - 1.8.5. Faith-based organizations
  - 1.8.6. Youth-serving organizations
- 1.9. The Contractor shall utilize approaches that foster attachment of youth to caring adults and promote involvement in positive activities, core principles include but are not limited to:
  - 1.9.1. Comprehensiveness
  - 1.9.2. Developmentally appropriate mentored experiences and activities
  - 1.9.3. Integration
  - 1.9.4. Proactive Intervention
  - 1.9.5. Trauma informed systems of service
- 1.10. The Contractor shall develop a reparative agreement utilizing the advice of the community members, staff and participant in which the youth accepts responsibility, agreement shall include but is not limited to:
  - 1.10.1. Written apology to victims
  - 1.10.2. Community services to restore damages
  - 1.10.3. Education on substance misuse
  - 1.10.4. Skill building
  - 1.10.5. Mentoring
  - 1.10.6. Anger management
  - 1.10.7. Health decision making
- 1.11. The Contractor in collaboration with the panel shall review the youth's agreement upon completion of all requirements to evaluate the youth's experience and repaired social connections in collaboration with the youth, family and victims.
- 1.12. The Contractor shall ensure that all participants who successfully complete the program are deemed restored to full citizenship with the approval

New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding



Exhibit A

of the community, referral sources and upon notification to the victims of the participants completion.

1.13. The Contractor shall continue to utilize additional funding sources in order to maintain continuous program services, funding sources include but are not limited to:

- 1.13.1. Fundraising
- 1.13.2. Private donations and grants
- 1.13.3. SBIRT Reimbursement



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Grant Agreement, Block 1.8, Grant Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% general funds.
3. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
5. Payment for said services shall be made as follows:
  - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget Sheet.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DCYFInvoices@dhhs.nh.gov](mailto:DCYFInvoices@dhhs.nh.gov) or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

*Alan B. Shunking*

**New Hampshire Department of Health and Human Services  
Juvenile Diversion Program Support Funding**



**Exhibit B**

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provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding paragraph 20 of the Grant Agreement, changes limited to adjusting amounts within the grant limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

*Ann B. Shumaker*

**Exhibit B-1, Budget Sheet**

**New Hampshire Department of Health and Human Services**

**Grantee Name** Youth Assistance Program of Northfield, Sanbornton and Tilton, Inc.

**Budget Request for:** Juvenile Diversion Program Support Funding

**Grant Period:** July 1, 2020 - June 30, 2021

Line Item			
	Direct	Indirect	Total
1. Total Salary/Wages	\$ 20,538.34	\$ -	\$ 20,538.34
2. Employee Benefits	\$ 11,815.96	\$ -	\$ 11,815.96
7. Occupancy	\$ 3,413.70		\$ 3,413.70
<b>TOTAL</b>	<b>\$ 35,768.00</b>	<b>\$ -</b>	<b>\$ 35,768.00</b>

Indirect As A Percent of Direct

Contractor Initials ASB

Date 6-26-20

*David B. Skimberg*



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**REVISIONS TO STANDARD GRANT AGREEMENT**

**1. Revisions to Grant Agreement, General Provisions**

1.1. Section 4, Effective Date: Completion of Project is amended to include subsection 4.3 as follows:

4.3 The parties may extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, and approval of the Governor and Executive Council.

# State of New Hampshire

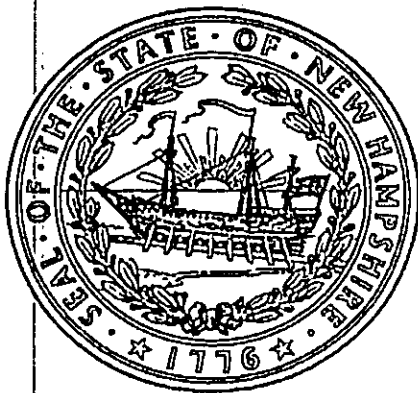
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that YOUTH ASSISTANCE PROGRAM OF NORTHFIELD, SANBORNTON AND TILTON, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66720

Certificate Number: 0004929092



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of June A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



CERTIFICATE OF AUTHORITY

I, Jesse Renauld-Smith, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Youth Assistance Program of Northfield, Sanbornton & Tilton, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 15, 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Dawn B. Shimberg, Director (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Youth Assistance Program of Northfield, Sanbornton & Tilton, Inc.  
to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for **thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/11/20

Jesse Renauld-Smith  
Signature of Elected Officer  
Name: Jesse Renauld-Smith  
Title: Vice-Chair, Board of Directors



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gale Insurance Agency, Inc. 285 Main Street P.O. Box 3089 Tilton NH 03276		<b>CONTACT NAME:</b> Rose-Marie Welch <b>PHONE (A/C, No, Ext):</b> (603) 286-8944 <b>FAX (A/C, No):</b> (603) 286-7864 <b>E-MAIL ADDRESS:</b> rmwelch@metrocast.net	
<b>INSURED</b> Youth Assistance Program Inc PO Box 3068 Tilton NH 03276		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> West American Insurance Co <b>NAIC #</b> 44393 <b>INSURER B:</b> Ohio Casualty Insurance Co <b>24074</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL2081101111 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BLW58200842	12/05/2019	12/05/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Expense Mod Factor 1 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAO58200842	04/05/2020	04/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	XWO58200842	12/05/2019	12/05/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS:

AUTHORIZED REPRESENTATIVE

State of New Hampshire Department of Health and Human Services  
129 Pleasant Street

Concord

NH 03301

*Rose Marie Welch*