



Lori A. Shibinette Commissioner

Joseph E. Ribsam, Jr. Director

#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857 603-271-4451 1-800-852-3345 Ext. 4451 Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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.

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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

# 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 H	ome			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	<u> </u>		·-	Vendor # 177417
State Fiscal Year	Class / Account	· · · · · · · · · · · · · · · · · · ·	i e	
	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Class Title  Contracts for Program Services	Job Number 42140525	
				\$12,000
2021		Contracts for Program Services Sub Total		\$12,000
2021	102/500731 use Coalition for You	Contracts for Program Services Sub Total  uth  Class Title		\$12,000 \$12,000
2021 Crispin's Hou	102/500731 use Coalition for You	Contracts for Program Services Sub Total	42140525	\$12,000 \$12,000 Vendor #166693

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

	ty Alternative Sente	encing		Vendor #
State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budge
2021	102/500731	Contracts for Program Services	42140525	\$30,00
		Sub Total		\$30,00
Manchester F	Police Athletic Leagu	ue		Vendor#
State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budge
2021	102/500731	Contracts for Program Services	42140525	\$10,00
		Sub Total		\$10,000
	oom A Family Reso	urce 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 Co	ouncil	·		Vendor # 154886
State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42140525	\$10,52
		Sub Total	,,	\$10,52
	Diversion Program I	inc.		Vendor # 204178
State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42140525	\$35,76
		Sub Total		\$35,768
Youth Assista	ance Program for No	orthfield, Sanbornton and Tilton Inc.		Vendor # 204385
State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731		42140525	\$35,76
		Contracts for Program Services		
		Sub Total		\$35,76
		<del></del>		
			· Overall Tota	\$270,95

# **GRANT AGREEMENT**

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

#### GENERAL PROVISIONS

L. Identification and Defin	nitions.					
1.1. State Agency Name Department of Health a		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301				
1.3. Grantee Name Cady, Inc.		1.4. Grantee Address 94 HIGHLAND STREET PLYMOUTH, NH, 03264				
1.5. Grantec Phone # (603) 536-9793	1.6. Account Number 05-095-042-421420- 79050000	1.7. Completion Date				
1.9. Grant Officer for S Nathan D. White	tate Agency	1.10. State Agency Tele (603) 271-9631	phone Number			
1.11. Grantee Signatur	e	1.12. Name & Title of G	rantec Signor			
NW		Michael F. Conklin Board Chair				
6/25/2020 before the und known to me (or satisfa	1.13. Acknowledgment: State of New Hampshire, County of GROFFON, on 6/25/2019 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.					
1.13.1. Signature of No (Scal)	tary Public or Justice of	the Peace - 6/25/203	ko .			
	Nothing Public of Justice TIMOTHY M. NARO JUSTICE OF THE PEACE - NEW HAMPS My Commission Expires June 1, 2	SHIRE 🖈				
	1.14. State Agency Signature(s)  1.15. Name & Title of State Agency Signor(s)  Director					
T.16. Approval by Attorney General (Form, Substance and Execution) (if applicable)  By: Catherine Pinos Assistant Attorney General, On: 06/29/20						
	By: Catherine Pinos Assistant Attorney General, On: 06' 29/ 20  1.17. Approval by Governor and Council (if applicable)					
Ву:	ernor and Council (g upp	On:				
Landard Company		=				

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

Orantee Initials Molace 6 25 12022

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").

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- 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 9.3. whichever is later (hereinafter referred to as "the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. 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").

GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

- The Grant Amount is identified and more particularly described in EXHIBIT B. attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. 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.

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 11. the Grantee other than the Grant Amount.

Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 Failure to submit any report required hereunder; or these general provisions.

COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.

RECORDS and ACCOUNTS.

- 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, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar
- 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 11.2.4 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 12. hereinafter defined), and other information relating to all matters covered by this 12.1. 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. PERSONNEL.

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 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

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 12.3. 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.

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.

DATA: RETENTION OF DATA: ACCESS.

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 13. 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"):
- Failure to perform the Project satisfactorily or on schedule; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement. In 11.1.4
  - Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
  - Give the Grantce 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
  - 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
  - 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
  - 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 carned, to and including the date of
- 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
- Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. 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

- 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.
- GRANTEE'S RELATION TO THE STATE. In the performance of this 14 Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. 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.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. 15 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 21. 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.
- INSURANCE AND BOND. 17.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 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:
- Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- 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

- approval of the undertaking or carrying out of such Project, shall participate in 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.
  - 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.
  - 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.
  - 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.
  - 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 intend of the parties hereto.
  - 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.
    - 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.
      - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

#### Exhibit A

# **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

Cady, Inc.

Exhibit A

Date 6/12/2020

Contractor Initials

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#### **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

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



#### Exhibit A

- of the community, referral sources and upon notifiation 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

Cady, Inc.

Exhibit A

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Contractor Initials W

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



#### **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 <a href="mailto:DCYFInvoices@dhhs.nh.gov">DCYFInvoices@dhhs.nh.gov</a> 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.
- The Contractor shall keep detailed records of their activities related to Departmentfunded 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

Cady, Inc.

Exhibit B

Contractor Initials \_

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Rev. 01/08/19

# 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.

Cady, Inc.

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Exhibit B

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Contractor Initials MV

Date b/25/2020

# 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	- 5	<b>建设入4. 计 0.25周</b>	THEFT.	學 " " " " " " " "	K of B	#1 f   1   1   1   1   1   1   1   1   1
Line item	<b>劣</b> "	-Direct :: Salar	7.	Indirect: //in	20.	Total Care
T. Total Salary/vvages	\$	25,000.00	\$	-	<b>S</b>	25,000.00
Employee Benefits	\$	5,000.00	\$		5	5,000.00
3. Consultants	\$	-	\$	-	\$	-1-00.00
4. Equipment:			\$	-	s	
Rental	\$		\$	-	\$	
Repair and Maintenance	\$	-	S	-	s	
Purchase/Depreciation	\$	-	\$		\$	
5. Supplies:	\$	-	\$		Š	
Educational	\$	2,000.00	S		Š	2,000.00
Lab	\$	-	\$	_	\$	
Pharmacy	\$	-	\$	-	Š	<del>,</del>
Medical	\$	-	\$	-	\$	
Office	\$	768.00	\$		\$	768.00
6. Travel	\$	1,000.00	\$		ŝ	1,000.00
7. Occupancy	\$	_	S	-	\$	.,,000.00
8. Current Expenses	S	-	\$	-	\$	
Telephone	\$	_	\$	_	s	-
Postage	\$		\$	-	\$	
Subscriptions	\$	-	\$	-	Š	
Audit and Legal	\$	-	\$	_	S	
Insurance	\$	-	\$	-	\$	
Board Expenses	\$	-	\$	_	Š	
9. Software	\$	-	\$	_	Š	
10. Marketing/Communications	\$	-	\$		<u> </u>	
11. Staff Education and Training	\$	2,000.00	\$		\$	2,000.00
12. Subcontracts/Agreements	\$	-	\$	-	\$	
13. Other (specific details mandatory):	\$		\$		\$	
	\$	-	\$		\$	
	\$	- 1	\$	-	\$	
	\$	1	\$		\$	<del> </del>
TOTAL	\$	35,768.00	\$	-	\$	35,768.00

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 M.

Date b/25/2420

# New Hampshire Department of Health and Human Services Exhibit C



## **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.

Exhibit C, Revisions to Standard Grant Agreement

Contractor Initials IVW

Date 6/12/2024

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CU/DHHS/050418

Page 1 of 1

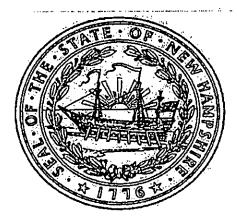
# State of New Hampshire Department of State

#### **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.

William M. Gardner Secretary of State

# CERTIFICATE OF AUTHORITY

Name of the elected Officer of the Corporation/LLC; car	, hereby certify that:
1. I am a duly elected Clerk/Secretary/Officer of (Corporation/Lt	•
2. The following is a true copy of a vote taken at a meeting of the held on <u>func ()</u> , 20 <u>20</u> , at which a quorum of the (Date)	e Board of Directors/shareholders, duly called and Directors/shareholders were present and voting.
VOTED: That Michael F. Conklin (Name and Title of Contract Signatory)	(may list more than one person)
is duly authorized on behalf of(Name of Corporation/ LLC)	o enter into contracts or agreements with the State
of New Hampshire and any of its agencies or departments documents, agreements and other instruments, and any ame may in his/her judgment be desirable or necessary to effect the	ndments, revisions, or modifications thereto, which
3. I hereby certify that said vote has not been amended or repedate of the contract/contract amendment to which this certificate thirty (30) days from the date of this Certificate of Authority. I find the Mampshire will rely on this certificate as evidence that position(s) indicated and that they have full authority to bind limits on the authority of any listed individual to bind the corpora all such limitations are expressly stated herein.  Dated: 6/12/2020	ate is attached. This authority remains valid for urther certify that it is understood that the State of the person(s) listed above currently occupy the the corporation. To the extent that there are any



#### 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). CONTACT Fairley Kenneally PRODUCER (603) 293-7188 PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): (603) 293-2791 E & S Insurance Services LLC fairley@esinsurance.net 21 Meadowbrook Lane NAIC # P O Box 7425 INSURER(S) AFFORDING COVERAGE NH 03247-7425 Philadelphia Insurance Co Gilford INSURER A : INSURED INSURER B : **CADY Inc** INSURER C 92 Highland St INSURER D INSURER E NH 03264 Plymouth INSURER F 2021 REVISION NUMBER: **CERTIFICATE NUMBER:** COVERAGES 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. INSD WYD POLICY EFF POLICY EXP POLICY NUMBER TYPE OF INSURANCE 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 CLAIMS-MADE X OCCUR 5,000 MED EXP (Any one person) 1,000,000 04/14/2020 04/14/2021 PHPK2097388 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMP/OP AGG POLICY \$ 1,000,000 AbMol Daycare, IncAnoth OTHER: COMBINED SINGLE LIMIT (Ea accident) 4 AUTOMOBILE LIABILITY **BODILY INJURY (Per person)** 5 ANYAUTO SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE 3 HIRED AUTOS ONLY 5 1.000.000 UMBRELLA LIAB OCCUR EACH OCCURRENCE 1,000,000 04/14/2020 04/14/2021 EXCESS LIAB PHUB711387 AGGREGATE CLAIMS-MADE 10,000 DED X RETENTION S PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS LIABILITY
ANY PROPRIETORPASTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
It yes, describe under
DESCRIPTION OF OPERATIONS below 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. NH DHHS 129 Pleasant Street AUTHORIZED REPRESENTATIVE tainly Kennesly NH 03301 Concord



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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2020

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). CONTACT NAME: PRODUCER PHONE (A/C, No. Ext): (603) 536-1735 Noyes Insurance Agency FAX (A/C, No): (603) 536-4298 63 Main Street Plymouth, NH 03264 ADORESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Eastern Alliance Insurance Group INSURED INSURER B: CADY Inc. INSURER C 92 Highland Street INSURER D Plymouth, NH 03264 INSURER E INSURER F : **CERTIFICATE NUMBER: REVISION NUMBER: COVERAGES** 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE** POLICY JECT roc PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTOS ONLY NON-QWNED AUTOS ONLY UMBRELLA LIAB **OCCUR** EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE ANY PROPRIETORY ANTI-OFFICE MEMBER EXCLUDED? (Mandatory In NH) 6/15/2021 500,000 01-0000575829-02 6/15/2020 E.L. EACH ACCIDENT N/A N 500,000 DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. NH DHHS 129 Pleasant Street Concord, NH 03301 AUTHORIZED REPRESENTATIVE LOW O. Romale

# **GRANT AGREEMENT**

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

# **GENERAL PROVISIONS**

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1.1	uenu	fication	and D	(01111	tuons.

1. Identification and Deni	indons.		<del></del>			
1.1. State Agency Name Department of Health a		1.2. State Agency Address 129 Pleasant Street				
	1	Concord, NH 03301				
1.3. Grantee Name The Chase Home		1.4. Grantee Address 698 Middle Road Portsmouth, NH, 03801				
1.5. Grantee Phone # (603) 436-2216	1.6. Account Number 05-095-042-421410- 79050000	1.7. Completion Date June 30, 2021	1.8. Grant Limitation \$35,768			
1.9. Grant Officer for S Nathan D. White	tate Agency	1.10. State Agency Tele (603) 271-9631	phone Number			
1.11. Grantee Signatur	e	1.12. Name & Title of G Katherine (Treme) Executive Direct	Wheeler			
1.13. Acknowledgment: 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 _he_ executed this document in the capacity indicated in block 1.12.						
	luge State of My Commiss	Y. L. WHIPPLE lotary Public I New Hampshire Ion Expires-10/02/2024				
1.13.2. Name & Title of	f Notary Public or Justice	Or the Paren				
Kristy	whipple, Note	ary Public	·			
1.14. State Agency Sig	nature(s)	1.15. Name & Title of	State Agency Signor(s)			
Josep	th Ribsam rector	0				
<u> </u>	rney General (Form, Sub	ostance and Execution)(ij	f applicable)			
By: Catherine Pinos Assistant Attorney General, On: 06/26/20						
1.17. Approval by Governor and Council (if applicable)						
Ву:	By: On: / /					
2. SCOPE OF WORK: In exchange for grant funds provided by the state of New Hampshire,						

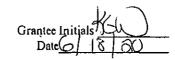
Grantee Initials

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
Date 0 18 2

- 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 9.3. whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. 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.
- 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 10, 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 11, 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, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.
- 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, 11.2.2 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 12.2. 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 12.3. 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.
- 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.
- 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.
- 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
- 1.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- In 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.
    - . TERMINATION.
  - 2.1. 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



- 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 18. 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.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. 15 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.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless 16. 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 21. 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 Gruntee. 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 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following
- Statutory workmen's compensation and employees liability insurance for all 24. 17.1.1 employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, 17.1.2 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

- approval of the undertaking or carrying out of such Project, shall participate in 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.
  - 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.
  - 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.
  - 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.
  - 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 intend of the parties hereto.
  - 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.
  - 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.
  - 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

The Chase Home

Exhibit A

Contractor Initials 4.6.



#### 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.

The Chase Home

Exhibit A

Contractor Initials

Date 6 18 20



#### 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 notifiation 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.

The Chase Home

Exhibit A

Date 6 18 20

Contractor Initials



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

#### Exhibit B

# **Method and Conditions Precedent to Payment**

- 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.
- 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 <a href="maileo">DCYFInvoices@dhhs.nh.gov</a> 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.
- The Contractor shall keep detailed records of their activities related to Departmentfunded 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 noncompliance with any Federal or State law, rule or regulation applicable to the services

The Chase Home

Exhibit B

Contractor Initials

RGA-2020-DCYF-01-JUVEN-02

Page 1 of 2

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Rev. 01/08/19



# 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 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.

The Chase Home

RGA-2020-DCYF-01-JUVEN-02

Exhibit B

Page 2 of 2

Contractor Initials

Date Olas D

Rev. 01/08/19

## 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

	1 是 3 元		4 - 3 A A C	60 Sec. 1985	P. P.	
Line:Item	\$ 15°%	Direct	<b>建设设置</b> [	ndirect 🔆 🤄	£ 2.5	<b>⊮</b> Total ##
Total Salary/Wages	\$	35,768.00	\$	-	\$	35,768.00
2. Employee Benefits	ļ.		\$	-	\$	_
3. Consultants	Ī		\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$		\$	-
Repair and Maintenance	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-
5. Supplies:	\$	-	\$		\$	
Educational	\$	-	\$		\$	-
Lab	1		\$	-	\$	-
Pharmacy			\$	-	\$	-
Medical	\$	-	\$	-	\$	
Office			\$	-	\$	
6. Travel	\$	+	\$	-	\$	-
7. Occupancy	\$	-	\$	-	\$	-
Current Expenses	\$	_	\$	-	\$	-
Telephone	\$	-	\$	_	\$	-
Postage	\$	-	\$	-	\$	
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-
Board Expenses	\$	-	S	• '	\$	-
9. Software	\$	-	\$	-	S	-
10. Marketing/Communications		·-	\$ .	-	\$	-
11. Staff Education and Training	S	-	\$	-	S	-
12. Subcontracts/Agreements	\$		\$	-	\$	-
13. Other (specific details mandatory):	Ŝ	_	\$	-	\$	_
Drug Kits			\$		\$	
Rewards for Program Completion	1		\$	_	\$	_
Food	1				\$	-
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TOTAL	\$	35,768.00	\$	-	\$	35,768.00
		·				

Indirect As A Percent of Direct

The Chase Home SS-2020-DCYF-01-JUVEN-02 Exhibit B-1, Budget Sheet Page 1 of 1 Contractor Initials

Day O (O

# New Hampshire Department of Health and Human Services Exhibit C



# **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.

Exhibit C. Revisions to Standard Grant Agreement

Date 6/18/180

Contractor Initial

CU/DHHS/050418

Page 1 of 1

# **Business Information**

### **Business Details**

CHASE HOME FOR CHILDREN **Business Name:** 

IN PORTSMOUTH, N.H.

Business ID: 67618

Business Type: Domestic Nonprofit Corporation

**Business Status: Good Standing** 

Business Creation 07/07/1881

Name in State of Not Available Incorporation:

Date of Formation in 07/07/1881

Jurisdiction:

Principal Office 698 MIDDLE RD.,

Address: PORTSMOUTH, NH, 03801,

Mailing Address: NONE

**USA** 

Citizenship / State of Incorporation: Domestic/New Hampshire

Last Nonprofit 2015 Report Year:

Next Report Year: 2020

**Duration: Perpetual** 

**Business Email: NONE** 

Phone #: NONE

Fiscal Year End NONE

Date:

Notification Email: NONE

## **Principal Purpose**

S.No NAICS Code

**NAICS Subcode** 

No records to view.

#### **Principals Information**

No Principal(s) listed for this business.

# CERTIFICATE OF AUTHORITY

(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, 20



## CERTIFICATE OF LIABILITY INSURANCE

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(les) 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). CONTACT Chad Hancock PRODUCER Kane Insurance PHONE (603) 433-5600 FAX (A/C, No): (603) 740-5000 (A/C, No. Ext): E-MAIL Chad@KaneIns.com 242 State Street

						INS	SURER(S) AFFOR	DING COVERAGE		NAIC#
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INSU	RED		•		INSURE	•	•			
	Chase Home for Children				INSURE					
	698 Middle Rd						•			
				•	INSURE					
	Portsmouth			NH 03801	INSURE	•				
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	OTHER:							Employee Benefits	s 1.00	0,000
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	Concord			NH 03301			10	wiell Da Quearo		

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# Workers Compensation Insurance Quotation Service American Indemnity

PO Box 26850 Austin, TX 78755 administered by Brady Risk New England



#### 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: Effective Dates: \$500,000/\$500,000/\$500,000 05/15/2020 - 05/15/2021

Estimated Premium:
Expense Constant:

Catastrophe Charge:

Total Estimated Premium:

\$200 \$52 \$104

\$20,578

WC Administration Fund Assessment:

Terrorism Risk Insurance Act 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 Defi	nitions.		
1.1. State Agency Name Department of Health and Human Services		1.2. State Agency Address	
		129 Pleasant Street Concord, NH 03301	
1.3. Grantce 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	
Childh Enogar		Eligabeth Brason, City Manager	
known to me (or satisfa acknowledged that≤he 1.13.1. Signature of No	lersigned officer, person etorily proven) to be the	re, County of CAesh, ally appeared the person person whose name is sign in the capacity indicated the Peace	identified in block 1.12., gned in block 1.11., and
1.13.2. Name & TAHBAN My Commis	Abintarou Public Publication Son Expires October 21, 2020	e of the Peace	
1.14. State Agency Signature(s)  1.15. Name & Title of State Agency Signor(s)  Director			
_		bstance and Precution)(i)	f applicable)
By: Catherine	Pinos Assistant	Attorney General, On: (	06 / 26 / 20
1.17. Approval by Gove	ernor and Council (if app	plicable)	
By:	Зу; Ол: //		

Grantee Initials CAND
Date (0) 35130

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").

- 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 9.3. whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in II'S entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 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 10, 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 11, 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 11.1.2 these general provisions. 11.1.3
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2 statutes, laws regulations, and orders of federal, state, county, or inunicipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.
- 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, 11.2.2 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.
- PERSONNEL.
- B. t. The Grantee shall, at its nwn expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. 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 12.3. 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.
- 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.
- .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.
- 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.
- O. 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.
- 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 filteen (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.
- 2.4. 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.
- 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

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 18. 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.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. 15. 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.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless 16. 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 Grantce 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.
- INSURANCE AND BOND. 17.
- The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 17.1 require any subcontractor, subgrantee or assignce performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- Statutory workmen's compensation and employees liability insurance for all 24. 17,1,1 employees engaged in the performance of the Project, and
- 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

- approval of the undertaking or carrying out of such Project, shall participate in 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.
  - 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.
  - 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.
  - 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.
  - 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 assignces. 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 intend of the parties hereto.
  - 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.
  - 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.
  - 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. Falth-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 The City of Keene Juvenile Court Diversion Program Exhibit A

Contractor Initials



#### 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.

The City of Keene Juvenile Court Diversion Program Exhibit A

Contractor Initials 200

## 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 notifiation 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.

The City of Keene Juvenile Court Diversion Program Exhibit A

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Contractor Initials Eng.



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

#### 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.
- 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.
- 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.
- In lieu of hard copies, all invoices may be assigned an electronic signature and 7. emailed to <a href="mailed">DCYFInvoices@dhhs.nh.gov</a> 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 Departmentfunded 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 noncompliance with any Federal or State law, rule or regulation applicable to the services

The City of Keene Juvenile Court Diversion Program Exhibit B

Contractor Initials 7

Page 1 of 2

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Rev. 01/08/19



# 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.

#### 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

	1,3	He .		* ' '	•	
Line Item	1	Direct	•	Indirect		-Total, ∈
Total Salary/Wages	\$	· -	\$		\$	
Employee Benefits	\$	-	\$	-	\$	-
3. Consultants	\$	-	\$		\$	<u>-</u> '
4. Equipment:	\$	-	\$	-	\$	_
Rental	\$	-	<b>6</b>	•	\$	-
Repair and Maintenance	\$	-	\$	•	\$	-
Purchase/Depreciation	\$	-	<b>69</b>	_	\$	
5. Supplies:	\$	-	\$	-	\$	
Educational	ഗ	5,000.00	\$	-	\$	5,000.00
Lab	\$	-	\$	-	\$	_
Pharmacy	\$	-	\$		\$	-
Medical	\$	-	\$	<u>:</u>	\$	-
Office	\$	-	\$		\$	-
6. Travel	sa Sa	500.00	\$	-	\$	500.00
7. Occupancy	<b>6</b> 3	-	\$	_	\$	
Current Expenses			\$	-	\$	-
Telephone	\$	•	\$		\$	-
Postage	\$	-	\$	-	\$	-
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$		\$	-	\$	
Insurance	\$	-	\$	_	\$	
C Board Expenses	\$	-	vэ	_	\$	-
9. Software	\$	1,000.00	\$	-	\$	1,000.00
10. Marketing/Communications	53	1,250.00	\$	•	\$	1,250.00
11. Staff Education and Training	<b>6</b>	250.00	\$	-	\$	250.00
12. Subcontracts/Agreements	\$	-	\$	-	\$	
13. Other (specific details mandatory): school	\$	4,000.00	\$	<u> </u>	\$	4,000.00
	\$	-	\$		\$	· <b>-</b>
	s	-	\$	<del>-</del>	\$	
	\$	_	\$	-	\$	-
TOTAL	\$	12,000.00	\$		\$	12,000.00

Indirect As A Percent of Direct

Contractor Initials

Date 6/26/20

# New Hampshire Department of Health and Human Services Exhibit C



# REVISIONS TO STANDARD GRANT AGREEMENT

- 1. Révisions 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.

Exhibit C. Revisions to Standard Grant Agreement

Page 1 of 1

Contractor Initials 2015

CU/DHHS/050418

# 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

City∙Clerk



### **CERTIFICATE OF COVERAGE**

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of 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 after the coverage afforded by the coverage categories listed below.

Da Historia Manchan						· · · · · · · · · · · · · · · · · · ·	
	Member Number: 210	Company Affording Coverage;  NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street					
			Cond		NH 03301-2624	···	
Type of Coverage	Effective Date Expiration (mm/dd/yyyy) (mm/dd/yy		Date VVV)	Limite-NH Statutory Limits May Apply If Not:			
X General Liability (Occurrence Form) Professional Liability (describe)	General Liability (Occurrence Form) 7/1/2019 7		7/1/2020		n Occurrence	\$ 5,000,000	
Claims Occurrence	7/1/2020	7/1/202	21		eral Aggregate Damage (Any one	\$ 5,000,000	
					Exp (Any one person)		
Automobile Liability Deductible Comp and Coli: Any auto				(Each	nbined Single Limit Accident)		
X Workers' Compensation & Employers' Liability	/ 1/1/2020	1/1/202		Х	Statutory	\$2,000,000	
, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	17 172020	1/1/20/	21		\$2,000,000		
		İ		Dise	886 Each Employee		
				Dise	ase — Policy Limit		
Property (Special Risk Includes Fire and Theft)					ket Limit, Replacement (unless otherwise stated)		
				<u></u>	•		
Description: Proof of Primex Member coverage only.							
CERTIFICATE HOLDER: Additional Covered Pa	rty Loss I	Payee	Prim	ex³ – I	H Public Risk Manage	ment Exchange	
			Ву:		lany Beth Purcell		
State of New Hampshire			Date:	6.	16/2020 mpurcell@nl	nnrimex ora	
Department of Health and Human Services 129 Pleasant Street Concord, NH 03301					Please direct inquir rimex <sup>3</sup> Claims/Coverag 603-225-2841 ph 603-228-3833 fa	es to: je Services one	

# CHYAL VOKEEMEAL

Division of New Hampshire and the Grantee hereby mutually agree as foliower

# GENERVE PROVISIONS

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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").

- 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.
- 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 9.3, whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. 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,
- 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 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.
- 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 12.2. 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 12.3. 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 13, 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.
- 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.
  - 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"):
- U.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.
  - 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 carned, 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 bereunder.
- 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.
  - 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 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the 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.

- GRANTEE'S RELATION TO THE STATE. In the performance of this 14. Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. 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 19. 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 21. 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.
- INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following
- Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- 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

- 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.
  - 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.
- 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.
- 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.
- 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 assignces. 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 intend of the parties hereto.
- 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.
- 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.
- SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

#### Exhibit A



# **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 Francestown 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

Crispin's House Coalition for Youth

Exhibit A

Contractor Initials

Date 14 9 2020



#### 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 notifiation to the victims of the participants completion.
- 1.12. The Contractor shall continue to utilize additional funding sources in order to maintain continuus 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

Crispin's House Coalition for Youth

Exhibit A

Contractor Initials <u>VW</u>

Date <u>U9 700</u>

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



# Exhibit A

1.12.4. City of Goffstown Police Department

Crispin's House Coalition for Youth

RGA-2020-DCYF-01-JUVEN-04 Rev.09/06/18 Exhibit A

Page 3 of 3

Contractor Initials

Date 4 10 20 20



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

# Exhibit B

# **Method and Conditions Precedent to Payment**

- 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 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.
- The Contractor shall keep detailed records of their activities related to Departmentfunded 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

Crispin's House Coalition for Youth

Exhibit B

Contractor Initials

RGA-2020-DCYF-01-JUVEN-04

Page 1 of 2

Date 1: |24 | 2020

Rev. 01/08/19

# 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.

Crispin's House Coalition for Youth

RGA-2020-DCYF-01-JUVEN-04

Page 2 of 2

Exhibit B

Contractor Initials

Rev. 01/08/19

# 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	26, 5					
Line Item 2	1803	Direct		Indirect :		Tellotal Tell
Total Salary/Wages	\$	25,252.00	\$	- "	\$	25,252.00
Employee Benefits	\$		\$	-	\$	-
3. Consultants	\$	-	\$	-	\$	•
4. Equipment:	\$		\$		\$	-
Rental	\$	-	<b>(</b> 3	-	\$	-
Repair and Maintenance	<b>T</b> \$		S		\$	-
Purchase/Depreciation	\$	•	\$		\$	·
5. Supplies:	\$	_	\$	-	\$	-
Educational	\$	750.0 <u>0</u>	\$	•	\$	750.00
Lab	\$	-	\$	-	\$_	-
Pharmacy	\$	•	\$	-	\$	-
Medical	\$	•	S	•	\$	<u>.</u>
Office	\$	300.00			\$	300.00
6. Travel	\$	38.00	\$	-	\$	38.00
7. Occupancy	\$		\$	•	S	-
8. Current Expenses	\$	_	\$	-	\$	-
Telephone	\$	375.00			\$	375.00
Postage	\$	47.00	\$	-	\$	47.00
Subscriptions	\$	330.00	\$	•	\$	330.00
Audit and Legal	\$				\$	<b>-</b>
Insurance	<u></u>		\$	1,800.00	\$	1,800.00
Board Expenses	\$		\$	•	\$	-
9. Software	\$	-	49	200.00	\$	200.00
10. Marketing/Communications	\$	-	\$	•	\$	•
11. Staff Education and Training	\$	500.00	\$	-	\$	500.00
12. Subcontracts/Agreements	S	•	\$	•	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	<u> </u>
	\$		\$	•	\$	<u>-</u>
	\$	-	\$	•	\$	<u>-</u>
	\$	•	\$	•	\$	
TOTAL	\$	27,592.00	\$	2,000.00	\$	29,592.00

Indirect As A Percent of Direct

Crispen's House Coaltion for Youth SS-2020-DCYF-01-JUVEN-04 Exhibit B-1, Budget Sheet Page 1 of 1 Contractor Initials W Date Le 212 2020

# New Hampshire Department of Health and Human Services Exhibit C



# 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.

Exhibit C, Revisions to Standard Grant Agreement

Date 4 9 2020

Contractor Initial

Page 1 of 1

# 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.

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) CONTACT NAME: PRODUCER Fairley Kenneally PHONE (603) 293-7188 FAX (A/C, No): E & S Insurance Services LLC (603) 293-2791 IA/C. No. EXI); E-MAIL ADDRESS: 21 Meadowbrook Lane fairley@esinsurance.net P O Box 7425 INSURER(S) AFFORDING COVERAGE NAIC # NH 03247-7425 Great American Insurance Group GAIG Gilford INSURER A : 27626 INSURED FirstComp INSURER B : Crispin's House Coalition for Youth INSURER C PO Box 411 INSURER D : INSURER E : Goffstown NH 03045 INSURER F : 20-21 wc **CERTIFICATE NUMBER: REVISION NUMBER:** COVERAGES 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. ADDLISUBR POLICY EFF POLICY EXP (MM/DD/YYYY) LIMITS TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE 100 000 CLAIMS-MADE | CCCUR PREMISES (Ea occurrence) 5,000 MED EXP (Any one person) MAC5671333-15 07/12/2019 07/12/2020 1,000,000 PERSONAL & ADV INJURY 2 000 000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMP/OP AGG POLICY s OTHER: COMBINED SINGLE LIMIT \$ AUTOMOBILE LIABILITY \$ ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) s AUTOS NON-OWNED PROPERTY DAMAGE HIRED \$ AUTOS ONLY AUTOS ONLY (Per accident) s UMBRELLA LIAB OCCUR **EACH OCCURRENCE EXCESS LIAB** AGGREGATE CLAIMS-MADE DEO RETENTION \$ WORKERS COMPENSATION X STATUTE AND EMPLOYERS' LIABILITY 100,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 04/12/2021 WC0144562-08 04/12/2020 Υ NIA 100,000 (Mandatory In NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Department of Health & Human Services 129 Pleasant Street AUTHORIZED REPRESENTATIVE a Kennewelly NH 03301

Concord

# **GRANT AGREEMENT**

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

# GENERAL PROVISIONS

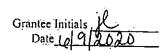
1. Identification and Defi	nitions.						
1.1. State Agency Name Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301					
1.3. Grantee Name Grafton County Al	lternative Sentencing	1.4. Grantee Address 3801 Dartmouth College Highway North Haverhill, NH 03774					
1.5. Grantee Phone # (603) 787-2042	1.6. Account Number 05-095-042-421410-79050000	1.7. Completion Date June 30, 2021	1.8. Grant Limitation				
1.9. Grant Officer for S Nathun D. White	itate Agency	1.10. State Agency Tele (603) 271-9631	phone Number				
1.11. Grantee Signatur Opute h		1.12. Name & Title of G Julie L Libby,	irantee Signor County Administrate				
6/15/10 before the un- known to me (or satisfa acknowledged that _he	actorily proven) to be the executed this document	ally appeared the person person whose name is sig t in the capacity indicated	gned in block 1.11., and l in block 1.12.				
1.13.1. Signature of Notary Public or Justice of the PenceLESLIE A. LACKIE, Notary Public (Seal)  My Commission Expires October 3, 2023							
1	f Notary Public or Justice						
Les/1e	: a. Laekie, 1	Votary Public					
1.14. State Agency Signature(s)  1.15. Name & Title of State Agency Signor(s)							
Leslie a. Laekle, Notary Public  1.14. State Agency Signature(s)  1.15. Name & Title of State Agency Signor(s)  Joseph Ribsam  Director							
1.16. Approval by Atto	orney General (Form, Sul	bstance and Execution)(if	f applicable)				
By: Catherin	es Pinos Assistant A	Attorney General, On:	06/29/20 ·				
1.17. Approval by Governor and Council (if applicable)							
By:		On: / /					

Grantee Initials Date (1 37 2020

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").

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- 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 9.3. whichever is later (hereinafter referred to as "the effective date").
- Except as otherwise specifically provided herein, the Project, including all reports 9.4. 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").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 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.
- In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10, 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.
- 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 11. the Grantee other than the Grant Amount.
- 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 11.1.2 Failure to submit any report required hereunder; or these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes; laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.
- 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, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services, Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 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 11.2.3 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 11.2.4 State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, récords of personnel, data (as that term is 12, hereinafter defined), and other information relating to all matters covered by this 12.1. 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.
- 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 12.2. 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 12.3. 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.
- 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.
- 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 whatsnever.
- 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"):
- Failure to perform the Project satisfactorily or on schedule; or
- Failure to maintain, or permit access to, the records required hereunder; or
- 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:
- 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
- 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
- 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
- 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 fisteen (15) days after the date of termination, a report (hereinaster 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 Humpshire 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 17.2. 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 18, 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.

  20.
- 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 23. 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 Standary workmen's compensation and employees liability insurance for all 24, 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.
- 8. 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.
- 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. <u>AMENDMENT.</u> 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.
  - 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 intend of the parties hereto.
- 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.
  - 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.
  - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials
Date U 1 2020

# 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

Grafton County Alternative Sentencing

Exhibit A

Contractor Initials

RGA-2020-DCYF-01-JUVEN-05 Rev.09/06/18

Page 1 of 2

Date 6/9/2021

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



#### 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 notifiation to the victims of the participants completion.
- 1.10. The Contractor shall continue to utilize additional funding sources in order to maintain continues 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

Contractor Initials

Dale 6/9/2021



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

# **Exhibit B**

# **Method and Conditions Precedent to Payment**

- 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 <a href="mailto:DCYFInvoices@dhhs.nh.gov">DCYFInvoices@dhhs.nh.gov</a> 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.
- The Contractor shall keep detailed records of their activities related to Departmentfunded 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

**Grafton County Alternative Sentencing** 

Exhibit B

Contractor Initials

RGA-2020-DCYF-01-JUVEN-05

Page 1 of 2

Date <u>(4749/3</u>020)



# 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.

**Grafton County Alternative Sentencing** 

RGA-2020-DCYF-01-JUVEN-05

Rev. 01/08/19

Exhibit B

Page 2 of 2

Contractor Initials

Date 6 3 4 3000

# 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

	强品品	T. S. Carles		E ELECTION R		
Line item		Direct's 5 4 5	172	Indirect:		-ਜ਼ਾ otal ੈਂ
I. Total Salary/Wages	\$	19,000.00	S		\$	19,000.00
Employee Benefits	\$	2,000.00	\$	-	\$	2,000.00
Consultants	\$	<u> </u>	<b>S</b>		\$	-
4. Equipment:	\$	-	\$	-	\$	
Rental	. 5	-	\$		\$	-
Repair and Maintenance	\$	.=:	\$	-	\$	
Purchase/Depreciation	\$	· -	\$		\$	•
5. Supplies:	\$	-	\$		\$	
Educational	\$	250.00			S	250.00
Lab	\$	-	5		S	
Pharmacy			\$	-	S	
Medical	\$	-	\$		S	-
Office	\$	1,000.00	\$	-	\$	1,000.00
6. Travel	\$	4,000.00	\$		Š	4,000.00
7. Occupancy	\$	200.00	\$	-	s	200.00
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	400.00	\$	-	S	400.00
Postage	\$	75.00	\$	-	5	75.00
Subscriptions	\$	75.00	\$		\$	75.00
Audit and Legal	\$		\$	-	S	-
Insurance	\$	-	\$	-	S	
Board Expenses	\$	` -	\$	•	\$.	
9. Software	\$	.=	\$	7.	s	
10. Marketing/Communications	\$	1,000.00	\$	-	S	1,000.00
11. Staff Education and Training	\$	2.000.00			\$	2,000.00
12. Subcontracts/Agreements			\$		\$	-,
13. Other (specific details mandatory):			\$		\$	-
			\$	-	Ś	-
	\$		\$		\$	-
	\$	-	\$		\$	<del>-</del>
TOTAL	5	30,000.00	\$		5	30,000,00

Indirect As A Percent of Direct

Grafton County Alternative Sentencing RGA-2020-DCYF-01-JUVEN-05 Exhibit B-1, Budget Sheet Page 1 of 1 Contractor Initials 12020



# 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.

Exhibit C. Revisions to Standard Grant Agreement

tor Initials Date U 9 2020

CU/DHHS/050418

Page 1 of 1

#### CERTIFICATE OF AUTHORITY

- I, <u>Marcia Morris</u>, 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 <u>Grafton County Board of Commissioners</u>. (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, <u>Julie L Libby, County Administrator</u> (Name and Title of Contract Signatory)

is duly authorized on behalf of <u>Grafton County</u> 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

moon

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 Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Coverage 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 Légal Liability Claims-Mado 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 after the coverage afforded by the coverage categories listed below.

Participaling Member:	Member Number:		Comp	eny Affording Coverage:		
Grafton County 603 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774			NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Stroet Concord, NH 03301-2624			
Type of Coverage	Effective Date	Expiration	Date vvv)	Limits - NH Statutory Limit	May Apply, if Not:	
X General Liability (Occurrence Form) Professional Liability (describe) Claims Occurrence Made	7/1/2019 7/1/2020	7/1/20: 7/1/20:	20	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000	
Automobile Liability Deductible Comp and Coll:  Any auto				Combined Single Limit (Each Accident) Aggregate		
X Workers' Compensation & Employers' Liability	7/1/2019	7/1/202	20	X Statutory	\$2,000,000	
	7/1/2020	7/1/202	21	Each Accident	\$2,000,000	
				Disease — Each Employee		
				Disease Policy Limit		
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.						
CERTIFICATE HOLDER: Additional Covered Pa	irty Lóss J	Pavee	Prim	ex <sup>3</sup> – NH Public Risk Manag	ement Exchange	
	, , , , , , , , , , , , , , , , , , , ,		By:	Mary Beth Purcett		
State of NH, Department of Health and Human Service: 129 Pleasant SI Concord, NH 03301	s		Date:		res lo: ge Services ione	

#### **GRANT AGREEMENT**

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

## GENERAL PROVISIONS

1.2. State Agency Address 129 Pleasant Street						
Concord, NH 03301  1.4. Grantce Address 409 Beech Street Manchester, NH, 03103						
er 1.7. Completion Date						
1.10. State Agency Telephone Number (603) 271-9631						
1.12. Name & Title of Grantee Signor Jayra Stevens Orcelor of Operations + Development						
shire, County of , on sonally appeared the person identified in block 1.12., the person whose name is signed in block 1.11., and nent in the capacity indicated in block 1.12.						
e of the Peace						
1.13.2. Name & Title of Notary Public or Justice of the Peace						
1.14. State Agency Signature(s)  1.15. Name & Title of State Agency Signor(s)  Director						
1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable)						
By: Catherine Pinos Assistant Attorney General, On: 06/26/20						
(applicable)						
On: / /						

Grantee Initials 134 Zo

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 12.11.20

- 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 bereunder, 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 9.3, whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4, 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
- 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 10 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 11, 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, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.
- 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 Gramee'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 12, 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.
- 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 12.2, 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 12.3, 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 13, 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.
- 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.
- The State, and anyone it shall designate, shall have unrestricted authority to multiply disclose distribute and otherwise use in whole or in part, all data.
- 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 iterminate this Agreement immediately upon giving the Grantee notice of such termination.
- 1. 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"):
  - 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:
  - 1.2.1 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.
- 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 emittle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 2.3. 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.
- 2.4. 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.
  - <u>CONFLICT OF INTEREST.</u> 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

Grantee Initials

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,

- GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. 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 19. 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.
- 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 21. 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 coverant shall survive the termination of this agreement.
- INSURANCE AND BOND. 17. The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following
- Statutory workmen's compensation and employees fiability insurance for all 24. employees engaged in the performance of the Project, and
- 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

- approval of the undertaking or carrying out of such Project, shall participate in 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.
  - 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 Gramee.
  - 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.
  - 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.
  - 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 intend of the parties hereto.
  - 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.
  - 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,
  - 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

Manchester Police Athletic League, Inc.

Exhibit A

Contractor Initials

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Date 6.11.20

- 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 surroudning 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 strenghts, 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

Manchester Police Athletic League, Inc.

Exhibit A

Contractor Initials

Date 6 11 20

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- 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 notifiation to the victims of the participants completion.
- 1.17. The Contractor shall continue to utilize additional funding sources in order to maintain continuus 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

Manchester Police Athletic League, Inc.

Exhibit A

Contractor Initials \_

Date (1.11.70

RGA-2020-DCYF-01-JUVEN-08 Rev.09/06/18 Page 3 of 3



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

#### Exhibit B

#### Method and Conditions Precedent to Payment

- 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 <a href="mailto:DCYFInvoices@dhhs.nh.gov">DCYFInvoices@dhhs.nh.gov</a> 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.
- The Contractor shall keep detailed records of their activities related to Departmentfunded 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 noncompliance with any Federal or State law, rule or regulation applicable to the services

Manchester Police Athletic League, Inc.

Exhibit B

Contractor Initials

RGA-2020-DCYF-01-JUVEN-06

Page 1 of 2

Date 6/26/20

Rev. 01/08/19



#### 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.

Manchester Police Athletic League, Inc.

RGA-2020-DCYF-01-JUVEN-06

Exhibit B Page 2 of 2

Rev. 01/08/19

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

BiddenProgram Name: Manchester Police Athletic League Inc.

Budget Request for: Juvenile Diversion Program Support Funding

Grant Period: July 1, 2019 - June 30, 2020

(4)	***					
Ine Item	Inc	Direct remental		Fixed	1	Total
. Total Salary/Wages	\$	7,380.00	4	738.00	\$	8,118.00
. Employee Benefits	\$	912.00	5	91.20	\$	1,003.20
. Consultants			\$		\$	<u> </u>
. Equipment:			5		5	-
Rental			s	-	\$	-
Repair and Maintenance	3	179,00	s	17.90	Š	196.90
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Office	S	43.00	\$	4.30	Ş	47.30
. Travel			\$		\$	-
. Occupancy	\$	282.00	\$	28.20	\$_	310.20
. Current Expenses	1		5	•	\$	
Telephone	\$	31.00	\$	3,10	S	34.10
Postage	\$	24.00	\$	2.40	5	26.40
Subscriptions	]		\$		5	-
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Insurance	\$	176.00	\$	17.60	ş	193.60
Board Expenses			\$		n	
. Software			5		5	
10. Marketing/Communications	5	11.00	\$	1.10	ş	12.10
11. Staff Education and Training	S	53.00	\$	5.30	s	58.30
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Manchester Police Athletic League Inc. RGA-2020-DCYF-01-JUVEN-08

Exhibit B-1, Budget Sheet

Page 1 of 1

Contractor Initiats

Date 6-11-70

#### New Hampshire Department of Health and Human Services Exhibit C



## 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.

Exhibit C. Revisions to Standard Grant Agreement

Contractor Initials

CU/DHHIS/050418

Page 1 of 1

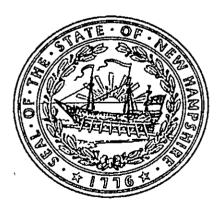
# State of New Hampshire Department of State

#### **CERTIFICATE**

1, 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.

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; of	cannot be contract signatory)
1. I am a duly elected Clerk/Secretary/Officer ofthe Mand	chester Police Athletic League .
(Corporation	LLC Name)
2. The following is a true copy of a vote taken at a meeting of held on, 2020, at which a quorum of (Date)	
VOTED: That	(may list more than one person)
(Name and Title of Contract Signatory)	
is duly authorized on behalf of <u>the Manchester Police Athletic</u> the State	: League to enter into contracts or agreements with
(Name of Corporation/ LLC)	
of New Hampshire and any of its agencies or department documents, agreements and other instruments, and any armay in his/her judgment be desirable or necessary to effect the	endments, revisions, or modifications thereto, which
3. I hereby certify that said vote has not been amended or redate of the contract/contract amendment to which this certificate of this certificate of Authority. I New Hampshire will rely on this certificate as evidence the position(s) indicated and that they have full authority to bind limits on the authority of any listed individual to bind the corporal such limitations are expressly stated herein.  Dated: 6/8/2020	cate is attached. This authority remains valid for further certify that it is understood that the State of it the person(s) listed above currently occupy the the corporation. To the extent that there are any
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Title: Chairman, Board of Directors

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#### CERTIFICATE OF LIABILITY INSURANCE

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 and processory?

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DHHS, STATE OF THE JENNIPER HACKETTE ADMINISTATOR CONTRACTS AND PROCUREMENT 129 PLEASEMT 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 RE

ACORD 25 (2016/03)

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#### **GRANT AGREEMENT**

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

#### **GENERAL PROVISIONS**

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1.1. State Agency Name Department of Health a		1.2. State Agency Address 129 Pleasant Street					
		Concord, NH 03301					
1.3. Grantee Name The Upper Room A Center	Family Resource	1.4. Grantce Address 36 Tsienneto Road Derry, NH, 03038					
1.5. Grantee Phone # (603) 437-8477	1.6. Account Number 05-095-042-421410- 79050000	1.7. Completion Date June 30, 2021	1.8. Grant Limitation \$35,768				
1.9. Grant Officer for S Nathan D. White	tate Agency	1.10. State Agency Tele (603) 271-9631	phone Number				
1.11. Grantee Signatur		1.12. Name &Title of G Brenda Guggisbe	rantee Signor rg, Executive Director				
1.13. Acknowledgment: 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 _he_ executed this document in the capacity indicated in block 1.12.							
1.13.1. Signature of No (Seal)	1.13.1. Signature of Notary Public or Justice of the Peace						
1.13.2. Name & Title of Notary Public or Justice of the Peace							
1.14. State Agency Signature(s)  1.15. Name & Title of State Agency Signor(s)  Director							
1.16. Approval by Attorney General (Form, Substance and Vaccution) (if applicable)							
By: Catherine	By: Catherine Pinos Assistant Attorney General, On: 06/26/20						
1.17. Approval by Gove	ernor and Council (if app	licable)	<del> </del>				
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").

- 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 9.3, whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4, 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.
- 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 10, 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 11, 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, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- 6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.
- 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, 11.2.2 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 11.2.3 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 11.2.4 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 12. hereinafter defined), and other information relating to all matters covered by this 12.1. 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.
- 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 12.2, 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 12.3, 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.
- 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 13, 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.
- 7.5. 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.
  - 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.
- 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.
- 2.4. 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.
- 3. <u>CONFLICT OF INTEREST</u>. 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

- 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 18. 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 19. 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 21. 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 23. 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:
- Statutory workmen's compensation and employees liability insurance for all 24. 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

- approval of the undertaking or carrying out of such Project, shall participate in 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.
  - 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.
  - 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.
  - 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
  - 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 intend of the parties hereto.
  - 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.
  - 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.
  - 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:

The Upper Room A Family Resource Center

Exhibit A

Contractor Initials BG



- 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

The Upper Room A Family Resource Center

Exhibit A

Contractor Initials BG



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 program1.16.2. Teen Talk
  - 1.16.3. Parent and Caregivers Cafe1.16.4. 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 notifiation to the victims of the participants completion.
- 1.19. The Contractor shall continue to utilize additional funding sources in order to maintain continuus program services, funding sources include but are not limited to:
  - 1.19.1. Fundraising
  - 1.19.2. Private donations and grants



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

#### 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 <a href="maileo">DCYFInvoices@dhhs.nh.gov</a> 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.
- The Contractor shall keep detailed records of their activities related to Departmentfunded 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

The Upper Room A Family Resource Center	Exhibit B	BG Contractor Initials
The Opper Room A Painily Resource Center	CAHOR D	6-26-2020
RGA-2020-DCYF-01-JUVEN-07	Page 1 of 2	Date

Rev. 01/08/19



#### 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.

The Upper Room A Family Resource Center

RGA-2020-DCYF-01-JUVEN-07

Exhibit B
Page 2 of 2

Contractor initials BG

Date 6-11-20

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

Grantee Name The Upper Room, a Family Resource Center

Budget Request for: Juvenile Diversion Program Support Funding

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

Line Item	•	Direct	Indirect	Total
Total Salary/Wages	\$	21,682.00	\$ 3,924.00	\$ 25,606.00
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
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
	\$	<u> </u>	\$ -	\$
	\$	-	\$ -	\$ -
TOTAL	\$	29,664.00	\$ 6,104.00	\$ 35,768.00

Indirect As A Percent of Direct

The Upper Room A Family Resource Center RGA-2020-DCYF-01-JUVEN-07 Exhibit 8-1, Budget Sheet Page 1 of 1 Contractor Initials BG 6-26-2020



#### **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.

Exhibit C, Revisions to Standard Grant Agreement

Contractor Initials B

\_\_\_

# 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.

William M. Gardner Secretary of State

#### **CERTIFICATE OF AUTHORITY**

I,Jeremy Lane, hereby (Name of the elected Officer of the Corporation/LL	certify that:
(Name of the elected Officer of the Corporation/LL	.C; cannot be contract signatory)
1. I am a duly elected Clerk/Secretary/Officer ofThe U Name)	pper Room, a Family Resource Ctr(Corporation/LLC
2. The following is a true copy of a vote taken at a meeting held on June 11, 2020, at which a quorum of the (Date)	
VOTED: That Brenda Guggisberg (may list mo (Name and Title of Contract Signatory)	re than one person)
is duly authorized on behalf of The Upper Room to e (Name of Corporation/ LL	
of New Hampshire and any of its agencies or departments agreements and other instruments, and any amendments judgment be desirable or necessary to effect the purpose of	, revisions, or modifications thereto, which may in his/her
3. I hereby certify that said vote has not been amended o date of the contract/contract amendment to which this certification.	

(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(les) 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). Janice Jobin PHONE (A/C, No. Ext): E-MAIL FIAI/Cross Insurance (603) 669-3218 (603) 645-4331 1100 Elm Street jjobin@crossagency.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # NH 03101 Manchester Philadelphia Indemnity Ins Co 18058 INSURER A: INSURED NorGuard Ins Co 31470 INSURER B : The Upper Room a Family Resource Center INSURER C : 36 Tsienneto Road INSURER D : P.O. Box 1017 INSURER E : NH 03038 INSURER F : 20-21 All Lines **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. ADDL SUBR POLICY EFF (MM/DD/YYYY) TYPE OF INSURANCE LIMITS POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE 1,000,000 CLAIMS-MADE | X OCCUR s PREMISES (Ea occurrence 20,000 MED EXP (Any one person PHPK2126778 07/01/2020 07/01/2021 1,000,000 PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 3,000,000 | PRO-> POLICY PRODUCTS - COMP/OP AGG Sexual/Physical Abuse s 1,000,000 OTHER: COMBINED SINGLE LIMIT s 1,000,000 **AUTOMOBILE LIABILITY** (Ea accident) ANY AUTO s BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY 07/01/2020 07/01/2021 PHPK2126778 BODILY INJURY (Per accident) s PROPERTY DAMAGE (Per accident) 1,000,000 **UMBRELLA LIAB** \$ OCCUR EACH OCCURRENCE **EXCESS LIAB** PHUB720283 07/01/2020 07/01/2021 1,000,000 AGGREGATE DED | RETENTION \$ 10,000 WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N UPWC128060 (3a.) NH 07/01/2020 07/01/2021 N/A 1.000.000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 Limit Professional Liability 07/01/2021 PHPK2126778 07/01/2020 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		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
129 Pleasant Street		AUTHORIZED REPRESENTATIVE	
Concord	NH 03301	Jechno Voneda String AAI. CRIS	

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## **GRANT AGREEMENT**

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

	GENERAL P.	ROVISIONS	
Identification and Definitions.      I.I. 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 Youth Council		1.4. Grantee Address 112 W PEARL STREET NASHUA, NH, 03060	
1.5. Grantec Phone # (603) 889-1090	1.6. Account Number 05-095-042-421410- 79050000	1.7. Completion Date June 30, 2021	1.8. Grant Limitation \$10,523
1.9. Grant Officer for State Agency Nathan D. White		1.10. State Agency Telephone Number (603) 271-9631	
ს /25 მამტხefore the u 1.12., known to me (or 1.11., and acknowledge	State of New Hampshi ndersigned officer, perso satisfactorily proven) to	1.12. Name & Title of G LANA Arias re, County of Huls boom nally appeared the person be the person whose names document in the capacit	Executive Direct cough, on a identified in block e is signed in block
1.12.  1.13.1. Signature of No (Seal)	tary Public or Justice of	the Peace	18 3 A A A A A A A A A A A A A A A A A A
1.13.2. Name & Title o	f Notary Public or Justic CATHERINE I Notary Public, State My Commission Exp	L JOHNSON of New Hampshire	Đị.
1.14. State Agency ( Signor(s)	Signature(s) Joseph Ribs Director	1.15. Name & Titl	e of State Agency
1.16. Approval by Atto	orney General (Form, Su	bstance and Exceution)(i	f applicable)
By: Catherine	Pinos Assistan	t Attorney General, On:	06/ 29/ 20

Grantee Initials
Date 6 25 20 20

On:

By:

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").

Grantec Initials
Date

- 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 9.3, whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinsfler referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 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 10, 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 11, 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, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions. 11.1.3
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.
- 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, 11.2.2 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 12.2, 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 12.3, 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.
- \$.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.
- 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 13, 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.
- 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.
  - 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.
- O. 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.
- 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
- In 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.
    - 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 imay terminate this Agreement without cause upon thirty (30) days written notice.
  - 13. <u>CONFLICT OF INTEREST.</u> 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



- 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 18. 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 19. 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 21. 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 23. require any subcontractor, subgrantee or assignce performing Project work to obtain and maintain in force, both for the benefit of the State, the following
- Statutory workmen's compensation and employees liability insurance for all 24. 17.1.1 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

- approval of the undertaking or carrying out of such Project, shall participate in 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,
  - 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.
  - 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
  - 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 intend 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.
    - 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.
    - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantce Initia Date

#### 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.

The Youth Council

Exhibit A

Contractor Initials

Date 6-11-20



- 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

The Youth Council

Exhibit A

Contractor Initials

RGA-2020-DCYF-01-JUVEN-08 Rev.09/06/18 Page 2 of 3

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#### 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 notifiation to the victims of the participants completion.
- 1.14. The Contractor shall continue to utilize additional funding sources in order to maintain continuus program services, funding sources include but are not limited to:
  - 1.14.1. Fundraising
  - 1.14.2. Private donations and grants

The Youth Council

Exhibit A

Data (a. 11.

Contractor Initia



#### 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.
- 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 <a href="mailto:DCYFInvoices@dhhs.nh.gov">DCYFInvoices@dhhs.nh.gov</a> 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.
- The Contractor shall keep detailed records of their activities related to Departmentfunded 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 noncompliance with any Federal or State law, rule or regulation applicable to the services

The Youth Council

Exhibit B

Contractor Initials

RGA-2020-DCYF-01-JUVEN-08

Page 1 of 2

Date ( 7/V)

Rev. 01/08/19

#### 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

RGA-2020-DCYF-01-JUVEN-08

Rev. 01/08/19

Exhibit B

Page 2 of 2

Contractor Initials

Date

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

Bldder/Program Name: The Youth Council

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

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

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Total Salary/Wages	\$	7,223.00		.\$	7,223.00
Employee Benefits	\$	1,925.00	,	\$	1,925.00
Consultants	\$	•		\$	-
4. Equipment:	\$	-		\$	-
Rental	\$			\$	-
Repair and Maintenance	\$	ı		\$	-
Purchase/Depreciation	\$	-	,	\$	-
5. Supplies:	\$	*		\$	-
Educational	\$	-		\$	-
Lab	\$	-		\$	-
Pharmacy	\$	-		\$	-
Medical	\$	-		\$	-
Office	\$	550.00	·	\$	550.00
6. Travel	\$	550.00		\$	550.00
7. Occupancy	\$	•		\$	•
Current Expenses	\$	-		\$	-
Telephone	\$	-		\$	-
Postage	\$	•		\$	
Subscriptions	\$	-	<b></b>	\$	-
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		-		\$	-
``	\$	-		\$	-
	\$	-		\$	-
TOTAL	\$	10,523.00		\$.	10,523.00

Indirect As A Percent of Direct

0.0%

The Youth Council
RGA-2020-DCYF-01-JUVEN-08
Exhibit B-1, Budget Sheet
Page 1 of 1

ontractor initiaky )

Date 6-11-20

## New Hampshire Department of Health and Human Services Exhibit C



#### **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.

Exhibit C, Revisions to Standard Grant Agreement

Date

Contractor Initials

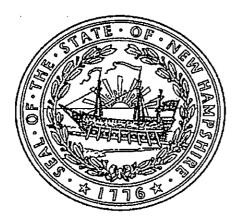
# State of New Hampshire Department of State

#### **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.

William M. Gardner

Secretary of State

#### **CERTIFICATE OF AUTHORITY**

, hereby certify that:
cannot be contract signatory)
Council n/LLC Name)
f the Board of Directors/shareholders, duly called and Directors/shareholders were present and voting.
(may list more than one person)
to enter into contracts or agreements with the State
nts and further is authorized to execute any and all mendments, revisions, or modifications thereto, which he purpose of this vote.
epealed and remains in full force and effect as of the ificate is attached. This authority remains valid for I further certify that it is understood that the State of the person(s) listed above currently occupy the indicate the corporation. To the extent that there are any poration in contracts with the State of New Hampshire.  Signature of Elected Officer Name: Jenniker Linets as

#### 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

\*\*\*Note I will be out of the office July 1st - July 6th\*\*\*\*

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)<sub>.</sub> 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).

	is certificate does not confer rights to				uch end	dorsement(s)		require an endorsement		atement on	
	DUCER				CONTACT NAME: Cathy Beauregard						
	ton & Berube Insurance Agency Concord Street			l	PHONE (A/C. No	, Ext); 603-689		FAX (A/C, No):			
	shua NH 03061			l		ss: cbeaureg		erube.com			
						INS	URER(S) AFFOR	IDING COVERAGE		NAIC#	
					INSURE	R A : Philadelp	ohia Insuranc	e Company		23850	
NSU.				YOUCO	INSURE	RB:					
	e Youth Council, Inc 0-115 West Pearl Street			•	INSURER C:						
	shua NH 03060			l	INSURE	RD:					
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					INSURE	RF:					
				NUMBER: 1183505919				REVISION NUMBER:			
	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE										
C	ERTIFICATE MAY BE ISSUED OR MAY R	PERT.	AIN,	THE INSURANCE AFFORDS	ED BY	THE POLICIES	S DESCRIBED	D HEREIN IS SUBJECT TO			
	XCLUSIONS AND CONDITIONS OF SUCH I				BEENF		PAID CLAIMS.	•			
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	CLAIMS-MADE X OCCUR	,						PREMISES (Ea occurrence)	\$ 100,0		
							.	MED EXP (Any one person)	\$ 5,000		
	<del>_</del> _		, ,					PERSONAL & ADV INJURY	\$ 1,000		
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	AND EMPLOYERS' LIABILITY										
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$		
	(Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE			
	DESCRIPTION OF OPERATIONS below Professional			PHPK2124038	$\overline{}$	6/18/2020	6/18/2021	Per Claim	\$ \$1.00	0,000	
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nesc	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	55 14	CORD	1991 Additional Remarks Schedu	la may h	ettached if more	- enace is require	) 			
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	129 Pleasant Street				AUTHO	RIZED REPRESEI	NTATIVE	<del></del>			
	Concord NH 03301				10/1	nc & Ben	1				
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#### **GRANT AGREEMENT**

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

### GENERAL PROVISIONS

1	Identific	ation	and D	ofinit	ione
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1. Identification and Defir	iitious.						
1.1. State Agency Name Department of Health a		1.2. State Agency Address 129 Pleasant Street					
		Concord, NH 03301					
1.3. Grantee Name Valley Court Diver	sion Programs, Inc.	1.4. Grantee Address 211 North Main Street White River Junction, VT, 05001					
L5. Grantee Phone # (802) 295-5078	1.6. Account Number 05-095-042-421410- 79050000	1.7. Completion Date June 30, 2021	1.8. Grant Limitation \$35,768				
1.9. Grant Officer for S Nathan D. White	tate Agency	1.10. State Agency Tele (603) 271-9631	phone Number				
1.11. Grantce Signatur SUVU	ch	1.12. Name & Title of G. Ellen Wicklynn Executive I	rantee Signor				
1.13. Acknowledgment: State of New Jampshire, 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 _he_ executed this document in the capacity indicated in block 1.12.  1.13.1. Signature of Notary Public of Justice of the Peace (Seal)							
1.13.2. Name & Title of	f Notary Public or Justice	Kimbe Commissio	blic State of Vermont arty J. LaBarge n * No. 167.0009919 * sion Expiros 01/31/2021				
1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s) Joseph Ribson  Director							
1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable)							
By: Catherine Pinos Assistant Attorney General, On: 06/26/20							
1.17. Approval by Governor and Council (if applicable)							
By: On: / /							

Grantee Initials 25 20

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").

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Grantee Initials

Page 2 of 3

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AREA COVERED. Except as otherwise specifically provided for berein, the Grantee shall perform the Project in, and with respect to, the State of New

EFFECTIVE DATE: COMPLETION OF PROJECT.

- 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 9.3. whichever is later (hereinafter referred to as "the effective date").
- Except as otherwise specifically provided herein, the Project, including all reports 9.4. 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").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. 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.
- 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 11. the Grantee other than the Grant Amount.
- Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 Failure to perform the Project satisfactorily or on schedule; or or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. 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, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.

RECORDS and ACCOUNTS.

- 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, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar
- 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 11.2.3 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 11.2.4 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 12 hereinafter defined), and other information relating to all matters covered by this 12.1. 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

PERSONNEL

- 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 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 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 12.3. 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.
- 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.

DATA: RETENTION OF DATA: ACCESS

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 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, chans, 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

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");
- Failure to submit any report required bereunder, or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder, or
- 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:

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 remedled, terminate this Agreement, effective two (2) days after giving the

Grantee notice of termination; and 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 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

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 . remination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the Commented that Grantee to receive that portion of the Grant amount carned 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.
- 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. 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 Sur
Date 6/11/20

approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the 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 18. 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 19. 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.

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 management 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.

INSURANCE AND BOND. .

The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 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 24. employees engaged in the performance of the Project, and

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

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.

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 walver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be decined 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.

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 curtified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

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

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 intend of the parties hereto.

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.

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.

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

> Grantee Initials Date



#### 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.

Valley Court Diversion Programs, Inc.

Exhibit A

Contractor Initials

RGA-2020-DCYF-01-JUVEN-09 Rev.09/06/18

Page 1 of 3



- 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 notifiation to the victims of the participants completion.

Valley Court Diversion Programs, Inc.

Exhibit A

Contractor Initials 910

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RGA-2020-DCYF-01-JUVEN-09 Rev.09/06/18 Page 2 of 3

Date <u>6/11</u>

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#### Exhibit A

- 3. The Contractor shall continue to utilize additional funding sources in order to maintain continues program services, funding sources include but are not 1.13. limited to:
  - 1.13.1. **Fundraising**
  - Private donations and grants 1.13.2.

Valley Court Diversion Programs, Inc.

Exhibit A

RGA-2020-DCYF-01-JUVEN-09 Rev.09/06/18

Page 3 of 3



#### 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.
- 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.
- In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to 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 Departmentfunded 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 noncompliance with any Federal or State law, rule or regulation applicable to the services

Manchester Police Athletic League, Inc.

Exhibit B

RGA-2020-DCYF-01-JUVEN-06

Page 1 of 2

Contractor Initials W | 20

Rev. 01/08/19

#### **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.

Manchester Police Athletic League, Inc.

RGA-2020-DCYF-01-JUVEN-06

Rev. 01/08/19

Exhibit B

Page 2 of 2

Contractor Initials \_\_\_\_\_\_\_

Date 6/11/20

#### 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

	12 22					ales miles
Lineiltem	F (18) - 3	Directi	, di	direct	144	I otal
lineiltem?	l -ilin	cremental	<u>.</u> 41	ixed .		To their Sugar in
Total Salary/Wages	\$	21,348.00	\$		\$	21,348.00
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	1		\$	_	\$	-
			\$	-	\$	-
	1		\$	-	\$	.=
TOTAL	·\$	35,768.00	\$		\$	35,768.00

Indirect As A Percent of Direct

0.0%

Contractor Initials EM

Date 6/26/20

# New Hampshire Department of Health and Human Services Exhibit C



#### 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.

Exhibit C. Revisions to Standard Grant Agreement

Page 1 of 1

Contractor Initials

Date 6/11/20

CU/DHHS/050418

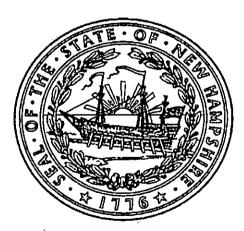
# State of New Hampshire Department of State

#### **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.

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

<u>EArne Clemens</u> Signature of Elected Officer

Name: E. ANNE CLE MENS

Title:

PRESIDENT

BOARD OF TRUSTEES

VALLEY COURT DIVERSION PROGRAMS, INC.



ACORD 25 (2016/03)

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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(jes) 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). CONTACT PRODUCER A. B. Gile, Inc. PO Box 66 Hanover, NH 03765 PHONE (AC, No, Ext): (603) 643-4540 FAX (A/C, No): (603) 643-6382 E-MAIL ADORESS: INSURER(5) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia insurance Co. INSURED INSURER B : Eastern Alliance Valley Court Diversion Programs, Inc. P.O. Box 474 INSURER C: INSURER D : White River Junction, VT 05001-0474 INSURER E: INSURER F : CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOWHAVE 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. ADDL SURK POLICY EFF POLICY EXP POLICY NUMBER TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA DOCUME CLAMS-MADE X OCCUR 100,000 PHPK2083356 1/11/2020 1/11/2021 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 3,000,000 CEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO: Loc 3,000,000 POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) 1.000,000 AUTOMOBILE LIABILITY OTUA YAA PHPK2083356 1/11/2020 1/11/2021 **BODILY INJURY (Per person)** SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Por accident) X HIRED ONLY NON-QUALED AUTOS ONLY X UMBRELLA LIAD X 1,000,000 OCCUR EACH OCCURRENCE EXCESS LIAB PHUB707576 1/11/2020 1/11/2021 CLAIMS-MADE 1,000,000 AGGREGATE DED X RETENTIONS 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE 01-0000131286-00 1/11/2020 1/11/2021 500,000 E.L. EACH ACCIDENT 500,000 E.L. DISEASE - EA'EMPLOYEE Kyes, describe under DESCRIPTION OF OPERATIONS below Professional Liabili 500,000 E.L. DISEASE - POLICY LIMIT PHPK2083356 1/11/2020 1/11/2021 Limit 3,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORU 191, Additional Remarks Schedule, may be attached if more space in 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 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. State of New Hampshire 129 Pleasant St Concord, NH 03301 AUTHORIZED REPRESENTATIVE Jews.

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### **GRANT AGREEMENT**

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

L. Identification and Defir	GENERAL P nitions.	ROVISIONS					
1.1. State Agency Name Department of Health a		1.2. State Agency Address 129 Pleasant Street					
		Concord, NH 03301					
1.3. Grantee Name Youth Assistance P Saubornton, Tilton. Inc	rogram of Northfield, 	1.4. Grantee Address 291 Main St., Suite 5 Tilton, NH, 03276					
1.5. Grantee Phone # (603) 286-8577 1.6. Account Number 05-095-042-421410-79050000		1.7. Completion Date June 30, 2021	1.8. Grant Limitation				
1.9. Grant Officer for S Nathan D. White	tate Agency	1.10. State Agency Tele (603) 271-9631	phone Number				
1.11. Grantee Signator		1.12. Name & Title of G	rantee Signor				
faux D. Sh.	unkang.	Davis B. Shimber	j. Director				
1.12., known to me (or s 1.11., and acknowledge 1.12.	satisfactorily proven) to be defined that she executed this exact the executed this exact provides of Justice of JESSE L. REM	Doggo NIL	e is signed in block				
1.13.2. Name & Title o	f Notary Public or Justic Smith Justice	e of the Pence	· · · · · · · · · · · · · · · · · · ·				
1.14. State Agency S		1.15. Name & Title	e of State Agency				
		bstance and Execution)(i)	f applicable)				
1	a Pinos Assistant	<del></del>	06/ 26/ 20				
1.17. Approval by Gov	ernor and Council (if app	nlicable)	<b>)</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").

- 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.
- **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 9.3. whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. 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").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. 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.
- 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 11. the Grantee other than the Grant Amount.
- Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 Failure to submit any report required hereunder, or these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits and RSA 31:95-b.
- 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, 11.2.2 transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 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 11.2.3 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 12. hereinafter defined), and other information relating to all matters covered by this 12.1. 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.
- 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 12.2. 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 12.3. 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.
- DATA: RETENTION OF DATA: ACCESS.
- 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 13. 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, oaper, 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 bereunder, 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"):
- Failure to perform the Project satisfactority or on schedule; or
- Failure to maintain, or permit access to, the records required hereunder, or
- 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:
- 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
- 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
- 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
- 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
- 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
- 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. 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

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.

- GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. 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.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. 15. 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.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless 16. 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 21. 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.
- INSURANCE AND BOND.
- The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- 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

- approval of the undertaking or carrying out of such Project, shall participate in 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.
  - 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.
  - 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
  - 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
  - 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 intend of the parties hereto.
  - 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.
  - 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.
    - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials Date 6-11-2000



#### 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:
  - .7.1. Juvenile Court Diversion Coordinator
  - 1.7.2. Panel Facilitators

Youth Assistance Program of Northfield, Sanbornton

and Tilton

Exhibit A

Contractor Initials

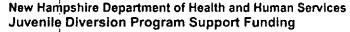


- 1.7.3. Intake workers and community volunteers.
- 1.8. The Contractor shall develop partnerships to provide foundations for strategies and direct services throughout the community including but not limited to:
  - 1.8.1. Law enforcement
  - 1.8.2. Schools
  - .8.3. Healthcare and human service providers
  - 1.8.4. Business community
  - .8.5. Faith-based organizations
  - .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:
  - .9.1. Comprehensiveness
  - .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:
  - .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

Youth Assistance Program of Northfield, Sanbornton and Tilton

Exhibit A

Contractor Initials <u>ASS</u>





- of the community, referral sources and upon notifiation to the victims of the participants completion.
- 1.13 The Contractor shall continue to utilize additional funding sources in order to maintain continues 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

Youth Assistance Program of Northfield, Sanbornton and Tilton

Exhibit A

Contractor Initials 25



#### 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.
- 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.
- The Contractor shall submit an invoice in a form satisfactory to the State by the 6. 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.
- In lieu of hard copies, all invoices may be assigned an electronic signature and 7. emailed to 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 Departmentfunded 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 noncompliance with any Federal or State law, rule or regulation applicable to the services

Youth Assistance Program of Northfield, Sanbornton and Tilton

Exhibit B

RGA-2020-DCYF-01-JUVEN-10

Page 1 of 2

Rev. 01/08/19

Date 6-26-20

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#### 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.

Youth Assistance Program of Northfield, Sanbornton and Tilton

Exhibit B

RGA-2020-DCYF-01-JUVEN-10

Page 2 of 2

Contractor Initials <u>ASS</u>

Date <u>6-26-25</u>

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11GA-2020-DC11-01-30VEIV-1

Rev. 01/08/19

#### 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

			in the second second				
Line Item	[	Direct		Indirect		Total	
Total Salary/Wages	\$	20,538.34	<b>S</b>	-	T <b>\$</b>	20,538.34	
Employee Benefits	\$	11,815.96	\$	-	\$	11,815.96	
7. Occupancy	\$	3,413.70			\$	3,413.70	
TOTAL	\$	35,768.00	\$		\$	35,768.00	

Indirect As A Percent of Direct

Youth Assistance Program of Northfield, Sanbomton and Tilton, Inc. RGA-2020-DCYF-01-JUVEN-08 Exhibit B-1, Budget Sheet Page 1 of 1

Contractor Initials 48

Date 6-26-20

## New Hampshire Department of Health and Human Services i Exhibit C



#### **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.

Exhibit C, Revisions to Standard Grant Agreement

Date 6-11-2020

CU/DHHS/050118

Page 1 of 1

# State of New Hampshire Department of State

#### **CERTIFICATE**

1, 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 1D: 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.

William M. Gardner Secretary of State

#### **CERTIFICATE OF AUTHORITY**

I,(Name o	:	, hereby c	ertify that:
1. I am a duly ele Inc	 ected Clerk/Secretary/Officer ofYouth Assistance 	ce Program of Northfield, Sant	pornton & Tilton,
	(Corporation/LLC	Name)	
	is a true copy of a vote taken at a meeting of the E lay 15, 2020, at which a quorum of the Dir (Date)		
	Dawn B. Shimberg, Director	(ma	y list more than
one person) (	Name and Title of Contract Signatory)		•
	d on behalf ofYouth Assistance Program of Noracts or agreements with the State (Name of Corporation/ LLC)	orthfield, Sanbornton & Tilton,	Inc
documents, agre	ire and any of its agencies or departments are ements and other instruments, and any amend digment be desirable or necessary to effect the pu	ments, revisions, or modificat	
date of the conti thirty (30) days New Hampshire position(s) indica limits on the auth	y that said vote has not been amended or repealer fact/contract amendment to which this certificate from the date of this Certificate of Authority. I furt will rely on this certificate as evidence that the ted and that they have full authority to bind the ority of any listed individual to bind the corporations are expressly stated herein.	e is attached. This authority re her certify that it is understood e person(s) listed above curre e corporation. To the extent the	emains valid for I that the State of ently occupy the nat there are any
	į	lame: Tesse Renauld Smille: Vice-Chair, Board o	th of Nirectors



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MWDDYYYY) 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(les) must have ADDITIONAL INSURED provisions or be endorsed.

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$\overline{}$	DUCER				CONTACT Rose-Marie Welch						
Gale	Insurance Agency, Inc.				PHONE (COS) ORG ROAM						
288	Main Street				E-MAIL comunich@motocast not						
P.O.	Box 3089				ADDRESS.					1146.5	
Tilto	ก			NH 03276	INSURER(S) AFFORDING COVERAGE NAIC INSURER A: West American Insurance Co 4439:						
INSU	RED	<del></del>			INSURE	011.0	sualty Insurance			24074	
	Youth Assistance Pro	gram Inc							-		
	PO Box 3068	•			INSURER C:						
1											
	Tillon			NH 03276	INSURE			· · · · · · · · · · · · · · · · · · ·			
CO	VERAGES	CERTIF	ICATE	NUMBER: CL208110111				REVISION NUMBER:			
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Α				BLW58200842		12/05/2019	12/05/2020	PERSONAL & ADV INJURY	+-	0.000	
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	OTHER:							Expense Mod Factor 1	5		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	10,000	
	ANY AUTO	j				·		BODILY INJURY (Per person)	s		
В	OWNED SCHED AUTOS ONLY			BAO58200842		04/05/2020	04/05/2021	BODILY INJURY (Per accident)	5		
	HIRED NON-O	WNED						PROPERTY DAMAGE	s		
	AUTOS ONLY AUTOS	OWE						(Per accident)	\$		
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	AND EMPLOYERS' LIABILITY : ANY PROPRIETOR/PARTNER/EXECUT	IVE Y/N						E.L. EACH ACCIDENT	s 100	000	
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	129 Pleasant Street			•	AUTHO	RIZED REPRESEA	ITATIVE				
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	Concord			NH 03301	L.		Kcc	Maiduple			