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State of New Hampshire

Office of the Child Advocate



Moira O'Neill
Child Advocate

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council

State House
Concord NH 03301

Dec 27, 2021

REQUESTED ACTION

Authorize the Office of the Child Advocate (Office) to accept and expend funds in an amount of \$15,000 from the Annie E. Casey Foundation, Baltimore MD, to establish the Youth Justice Stewards program. The young people will receive stipends for their time and will receive compensation for food and transportation costs associated with their work. Effective upon Governor and Council approval through June 30, 2022. 100% Other Funds

The funding is available as follows for State Fiscal Year 2022.

01-88-88-881010-80260000 – Office of Child Advocate

Class/Object	Class Title	SFY 22 Budget	Increase (Decrease) Amount	Revised Budget
	General Funds	\$748,698	\$ -	\$748,698
009-407036	Other Funds	\$ -	\$ 15,000	\$ 15,000
	TOTAL REVENUE	\$748,698	\$ 15,000	\$763,698
010	Personal Services Clas	\$273,048	\$ -	\$273,048
011	Personal Svs Unclass	\$ 95,607	\$ -	\$ 95,607
020	Current Expenses	\$ 4,000	\$ -	\$ 4,000
022	Rents/Leases	\$ 480	\$ -	\$ 480
026	Membership Dues	\$ 450	\$ -	\$ 450
027	Transfers to Oit	\$ 21,919	\$ -	\$ 21,919
028	Transfers to General Se	\$ 16,192	\$ -	\$ 16,192
030	Equipment-new	\$ 4,558	\$ -	\$ 4,558
037	Technology- Hardware	\$ 3,000	\$ -	\$ 3,000
038	Technology- Software	\$ 31,000	\$ -	\$ 31,000
039	Telecommunications	\$ 7,562	\$ -	\$ 7,562
046	Consultants	\$ 32,000	\$ -	\$ 32,000
050	Personal Service Temp	\$ 10,000	\$ -	\$ 10,000
057	Books/Periodicals	\$ 250	\$ -	\$ 250
060	Benefits	\$ 232,454	\$ -	\$ 232,454
066	Employee Training	\$ 2,000	\$ -	\$ 2,000
069	Promotional- Marketin	\$ 1,000	\$ -	\$ 1,000
070	In-State Travel/Reimbu	\$ 4,636	\$ -	\$ 4,636
073-509074	Grants	\$ -	\$ 15,000	\$ 15,000
080	Out of State Travel	\$ 7,442	\$ -	\$ 7,442
089	Transfer to DAS Maint	\$ 1,100	\$ -	\$ 1,100
	TOTAL	\$748,698	\$ 15,000	\$763,698

EXPLANATION

This grant will fund the Youth Justice Stewards program which capitalizes on youth expertise in experience to raise awareness, educate about the risks associated with system involvement, inform public policy and establish a network of support for transformation. The project is the work of a coalition of children currently involved or recently released from the Juvenile Justice system, peer allies, advocacy organizations, legislators and other interested parties. Rather than establish a stand alone organization that may compete with other advocacy organizations for limited funds, we determined to create a grant program for host organizations to hire Youth Justice Stewards to expand the repertoire in the host organization to include juvenile justice. This education and outreach program is in accordance with oversight duties pursuant to RSA 21-V.

The grant for which the Office requests authorization to accept is from the Annie E. Casey Foundation, a non-profit organization who is committed to increasing to improve the lives of children who lack the family support, connections and opportunities to thrive.

The Office of the Child Advocate wishes for approval to accept this gift. Your favorable action on these items would be appreciated.

Respectfully submitted,



Moira O'Neill
Director

MO/kk

Attachments: Copy of Grant Award



THE ANNIE E. CASEY FOUNDATION

2021

State of New Hampshire Office of the Child Advocate (OCA)

Agreement Number: GA-2021-X8403

Project Number: 221.1138

Upon acceptance and delivery hereof by the undersigned this Memorandum of Agreement (this "Memorandum"), together with the Approved Grant (as defined below), the Terms and Conditions and the Publication Acknowledgement Standards, each deemed to be attached hereto and made a part hereof, collectively, the "Grant Agreement" and the funds provided hereunder, the "Grant Funds") formally establishes a legally binding agreement of State of New Hampshire Office of the Child Advocate (OCA) (the "Grantee") with The Annie E. Casey Foundation, Inc., a Delaware corporation, maintaining its principal place of business at 701 St Paul Street, Baltimore, MD 21202 (the "Foundation", and together with Grantee, collectively the "Parties", and individually, a "Party").

The Parties are entering into this Grant Agreement to memorialize the terms, conditions and provisions pursuant to which the Foundation has agreed to extend to the Grantee the Grant as described in that certain document located at the Grantee and Consultant Portal [<https://portal.aecf.org>] (the "Portal") setting forth, among other items, the aggregate amount of the grant, the scope of work, the intended charitable purposes and other objectives, dates of required performance, deliverables and other reporting requirements, and contact information of the Parties (as described therein, the "Project"), the terms of which are expressly incorporated herein and made a part hereof (as the same may from time to time be amended by written agreement duly executed by the Parties, the "Approved Grant"). This Agreement constitutes the entire understanding of the Parties in respect to the subject matter hereof and supersedes any other prior agreement of the Parties in respect to the subject matter contemplated by the Agreement Number set forth above.

Project Title: Support for youth, family and community engagement in probation transformation sites

Start Date	12/1/2021
End Date	12/31/2022

Payment Provisions

Total Grant Amount	\$15,000.00
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Carryover Amounts, if any N/A

Initial Payment Amount \$15,000.00

The initial payment amount will be disbursed upon receipt and approval of this fully executed Grant Agreement and subsequent payments, if any, will be disbursed upon receipt and approval of the Reporting Requirements detailed below. Our understanding is that these funds will be spent according to the budget submitted by Grantee and as approved by the Foundation. Any significant changes to the approved budget, as well as any changes in key personnel, must be approved by the Foundation in writing. Grantee acknowledges and agrees that: (i) the Foundation's payment obligations in connection with the Approved Grant shall not exceed the lesser of (a) the Payment Amount set forth above, or (b) aggregate amount of expenses actually incurred by Grantee under the Approved Budget (the "Maximum Allowable Grant Payments"); and (ii) in the event that aggregate payments made by the Foundation to the Grantee hereunder exceed the Maximum Allowable Grant Payments, upon request of the Foundation, such excess shall be promptly refunded by Grantee to the Foundation.

Reporting Requirements

Reports are due according to the schedule below (as set forth there, each a "Report Due Date").

Narrative Interim 6/30/2022

Narrative Final 1/31/2023

Reports will be completed on or before each Report Due Date online via the Portal [https://portal.aecf.org]. Although the Foundation will endeavor to send to the Grantee reminders thirty (30) days prior to each Report Due Date, the failure to do so will not excuse Grantee's performance of the timely delivery of all deliverables.

Grant Agreement

This Grant Agreement is subject to: (i) the provisions of the Approved Grant; (ii) the Terms and Conditions as described in that certain document located at [https://portal.aecf.org] setting forth the legally binding terms and conditions governing the Grant, the provisions of which are expressly incorporated herein by reference (collectively, the "Terms and Conditions"); and (iii) the Publication Acknowledgement Standards as described in that certain document located at [https://portal.aecf.org] regarding how to acknowledge the Foundation in published reports or other disseminated products produced with the grant support of the Foundation, the provisions of which are expressly incorporated herein by reference (collectively, the "Publication Acknowledgement Standards"). The Parties hereto acknowledge and agree that the execution and delivery of this Memorandum in connection with the Grant Agreement contemplated hereby shall be accomplished electronically, including by the utilization of electronic signatures, compliance with the requirements of the Portal and the electronic posting of this Grant Agreement on the Portal and shall have the same legal efficacy as if the execution and delivery of this Memorandum in connection with this Grant Agreement had been accomplished by original ink signatures hereon of a duly authorized representative of the respective Parties and physically delivered to the other Party.

UPON THE COMPLETE EXECUTION BY THE PARTIES AND THE POSTING OF THIS ENTIRE GRANT AGREEMENT ON THE FOUNDATION'S PORTAL, GRANTEE IS ADVISED TO PRINT OUT AND RETAIN A HARD COPY OF THE ENTIRE GRANT AGREEMENT INCLUDING: (i) THIS MEMORANDUM OF AGREEMENT; (ii) THE APPROVED GRANT; (iii) THE TERMS AND CONDITIONS; AND (iv) THE PUBLICATION ACKNOWLEDGEMENT STANDARDS.

By entering your full legal name into the field below, the undersigned representative of the Grantee confirms that the undersigned is a duly authorized officer of the Grantee and is authorized on Grantee's behalf to: (i) execute and deliver the Memorandum and to accept the Terms and Conditions and to make the representations and warranties set forth therein; (ii) accept the conditions set forth in the Publication Acknowledgement Standards; and (iii) otherwise authorize the performance of Grantee under the Grant Agreement. On behalf of the Grantee, the undersigned attests to the accuracy of all information contained in the Approved Grant and acknowledges that any incorrect information provided by or on behalf of the Grantee may, at the election of the Foundation, render the Approved Grant null and void and require the Grantee to return to the Foundation any payments previously made to the Grantee by the Foundation hereunder. The undersigned further agrees on behalf of the Grantee that this Memorandum may be electronically executed; and acknowledges and agrees that the undersigned's typewritten name in the field below constitutes the undersigned's electronic signature, which is the same as the undersigned's handwritten signature for purposes of validity, enforceability and admissibility.

ACKNOWLEDGED AND AGREED, as of this 22nd day of December, 2021.

FOUNDATION:

The Annie E. Casey Foundation, Inc.,
a Delaware nonprofit nonstock corporation

By: Lisa Hamilton,
President and Chief Executive Officer

GRANTEE:

State of New Hampshire Office of the Child
Advocate (OCA),

EIN: N/A

By: Emily Lawrence

TERMS AND CONDITIONS

The following terms and conditions are intended to ensure that Foundation grants comply with applicable provisions of federal tax law, including the requirement that the Foundation make reasonable efforts and establish adequate procedures to see that Grant Funds are spent exclusively for the purposes for which they were granted and to obtain accurate, full and complete reports on or before the Report Due Date regarding, among other matters, how Grant Funds have been expended. All initially capitalized terms used herein and not otherwise defined herein shall have the same meaning as ascribed to such terms in the attached Memorandum of Agreement (the "Memorandum").

1. All Grant Funds must be used exclusively for charitable purposes within the meaning of Internal Revenue Code of 1986, as amended (the "Code") Section 170(c)(2)(B) and, more specifically, for the purposes described in the attached Memorandum and substantially in accordance with the Approved Budget and in accordance with the expenditure, performance, deliverable and reporting time periods provided therein, collectively, the "Term"). The Grant Funds may not be expended for any other purpose without the Foundation's prior written approval. AS MORE PARTICULARLY SET FORTH IN THE MEMORANDUM, IN THE EVENT THAT AGGREGATE PAYMENTS MADE BY THE FOUNDATION TO THE GRANTEE EXCEED THE MAXIMUM ALLOWABLE GRANT PAYMENTS, UPON REQUEST OF THE FOUNDATION, SUCH EXCESS SHALL BE PROMPTLY REFUNDED BY GRANTEE TO THE FOUNDATION.
2. The Grantee must administer and disburse Grant Funds in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders. No part of the Grant Funds may be used to promote or support terrorist activities or make payments to any person or entity named in any list of suspected terrorists or blocked individuals promulgated by the U.S. government.
3. Although the Grant Funds need not be maintained in a separate or segregated bank account, such funds must be shown on the Grantee's books of account as a separate fund dedicated to charitable purposes and otherwise reflecting that such funds are being held by the Grantee exclusively for the purposes contemplated by the Memorandum. Grantee must invest the Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Any income must be used exclusively for the purposes contemplated by the Approved Grant. Records of receipts and expenditures hereunder, as well as copies of reports submitted to the Foundation, must be kept for at least four (4) years following completion of the Term hereof. The Foundation shall have the right to monitor and conduct an evaluation of the performance of the Grantee hereunder and to review financial and other records regarding the Grantee's use of Grant Funds. The Grantee's books and records shall be made available for the Foundation's inspection at reasonable times for the purpose of verifying expenditures and reviewing program activities and accomplishments.
4. If the Grantee is a tax-exempt organization under Code Section 501(c)(3), the Grantee represents that its tax-exempt and "public charity" status are valid and have not been revoked, that the receipt of this Grant will not result in Grantee's loss of public charity status, and that the Grantee

will notify the Foundation immediately of any change in its tax-exempt or "public charity" status. In the event Grantee ceases to be recognized for any reason by the IRS as tax exempt under Code Section 501(c)(3) or ceases to be recognized for any reason by the IRS as a "public charity" by reason of failing to be described in Code Section 509(a)(1), (2), (3) or (4) or otherwise, it will immediately notify the Foundation of such change in status.

5. No part of the Grant Funds are earmarked by the Foundation to:
 - a. carry on propaganda, or otherwise attempt to influence legislation (within the meaning of Code Section 4945(d)(1));
 - b. influence the outcome of any public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Code Section 4945(d)(2));
 - c. make any grant to an individual or to an organization that is not a "public charity" that does not fully comply with the requirements of Code Sections 4945(d)(3) and (4);
 - d. undertake any activity for any purpose other than one specified in Code Section 170(c)(2)(B);
or
 - e. provide money, gifts, or any other tangible or intangible property of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or to the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.
6. Grantee acknowledges and agrees that subject to compliance with the provisions of Section 5 above, the Foundation has not earmarked any of the Grant for any organization or individual other than the Grantee. Grantee agrees that it is solely responsible for the selection of any other organization or individual to receive a portion of the Grant Funds consistent with the Approved Budget and the terms of this Grant Agreement.
7. With respect to any item of proprietary or otherwise privileged or confidential information of, or in respect of, the Foundation that is furnished to the Grantee by the Foundation or otherwise obtained during the course of the Grantee's performance hereof, the Grantee will exercise the same degree of care it exercises to protect and safeguard its own proprietary, privileged and confidential information and not disclose to or otherwise permit any third person or entity not in a privileged or confidential relationship with the Grantee access to such proprietary or otherwise privileged or confidential information.
8. Any violation of the foregoing conditions will require refunding to the Foundation of any funds or property subject to the violation. The Foundation may discontinue, modify or withhold any further Grant payments due hereunder and require a refund of any unexpended previously disbursed Grant Funds if, in the Foundation's sole judgment, such action is reasonably appropriate or necessary to comply with the requirements of any law or regulation affecting its responsibilities under this Grant Agreement.
9. The Grantee may acknowledge the Foundation's support in its annual report, on Grantee's website and in similar public communications. Any other use of the Foundation's name or logo is prohibited without the prior written approval of the Foundation.
10. The printing (including electronically) of publications that result from this grant must follow the attached Publications Acknowledgement Standards of the Foundation.
11. Grantee represents and warrants that: (i) Grantee is an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which the Grantee is organized; (ii) Grantee is not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (iii) Grantee has the right to enter into and fully perform this Grant Agreement; and (iv) Grantee's performance of this Grant Agreement will not violate any agreement or obligation between Grantee and any third party. Grantee will promptly notify the Foundation in writing if any of the foregoing cease to be true and correct in all material respects.

12. In carrying out the Project, Grantee will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.
13. Grantee will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, local, and institutional standards (collectively, the "Requirements"). Grantee will obtain, maintain and periodically make reasonable efforts to update all necessary or required approvals, consents, and reviews before conducting the applicable activity. As a part of Grantee's annual periodic reports to the Foundation, Grantee must report whether the Project activities were conducted in compliance with all Requirements.
14. If the Project involves:
 - a. any protected information (including personally identifiable, protected health, or third-party confidential information), the Grantee will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary or required consents to disclose such information; and/or
 - b. children or "vulnerable subjects", Grantee will obtain any necessary or required consents and approvals unique to these subjects.
15. Grantee acknowledges that the Foundation is relying on the information Grantee will provide in reports and during the course of any due diligence conducted prior to the Start Date and during the Term of this Grant Agreement. Grantee represents and warrants that the Foundation may continue to rely on this information and on any additional information Grantee provides regarding the Project. Any activities by the Foundation in reviewing documents and providing input or funding do not abridge, modify or otherwise limit Grantee's responsibility to determine and comply with all Requirements regarding the Project.
16. Grantee will maintain insurance coverage on an occurrence basis sufficient in amount to cover potential damages, losses or claims arising out of or related to the activities, risks, and potential omissions of the Project in accordance with generally-accepted industry standards and as required by law and in connection therewith cause an endorsement to be issued identifying the Foundation as an "additional insured". Grantee also will ensure that each of the Grantee's permitted sub-grantees, if any, and each of its permitted subcontractors, if any, maintains insurance coverage consistent with the requirements of this section.
17. The State and Federal Courts located in Baltimore, Maryland, shall have exclusive jurisdiction over any dispute which might arise in connection with this Grant Agreement, and this Grant Agreement shall be governed by the laws of the State of Maryland without regard to the application of the principles of conflicts of law.
18. **Each of the Parties hereto hereby waives any and all rights he or she may have to a jury trial in connection with any litigation arising with respect to rights and obligations of the Parties under this Agreement or otherwise.**
19. The terms and conditions of this Grant Agreement are subject to unilateral modification by the Foundation as may be required under the Code and the rules and regulations promulgated thereunder.
20. This Grant Agreement and all documents, instruments and agreements in the furtherance hereof posted on, and executed in accordance with the procedures therefore on, the Foundation's Portal shall each constitute an original and collectively one and the same Grant Agreement.

PUBLICATION ACKNOWLEDGEMENT STANDARDS

The following is the standard of The Annie E. Casey Foundation, Inc. (the "Foundation"), regarding how to acknowledge the Foundation in published reports or other disseminated products produced with the grant support of the Foundation. This standard applies to both electronic and paper (i.e., tangible) versions of such published reports or other disseminated products. All initially capitalized terms used herein and not otherwise defined herein shall have the same meaning as ascribed to such terms in the attached Memorandum of Agreement.

Any printed or electronic report or publication that results from this project must include an acknowledgment disclaimer, such as the following, on the inside front cover, title page, or on any page preceding the body of the report where other credits and acknowledgments are provided. On a website or similar electronic format, the disclaimer should appear at or near the beginning of the text. You are welcome to extend this suggested text with additional recognition of specific Foundation staff members, if appropriate. You may wish to contact the Foundation's strategic communications liaison at media@aecf.org finalizing your document, if you have any questions about the wording of your disclaimer.

This research was funded by The Annie E. Casey Foundation, Inc., and we thank them for their support; however, the findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the Foundation.

If the Foundation is one of multiple funders for your project and final product, you may modify the suggested disclaimer, depending on the needs and wishes of your other funders, as follows:

This research was funded in part by The Annie E. Casey Foundation; Inc., and we thank them for their support; however, findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the Foundation. OR:

This research was funded by The Annie E. Casey Foundation, Inc., and State of New Hampshire Office of the Child Advocate (OCA) we thank them for their support; however the findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of these foundations [organizations].

Copies of publications sent to the Foundation

Please log on to the Annie E. Casey Foundation Grantee Portal to electronically submit any final publications, progress reports or other documentation related to your grant. Any final products submitted will become part of the Foundation's permanent collection of electronic publications housed on our digital repository.