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ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

September 6, 2019

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into an Interagency Memorandum of Understanding (MOU) with the NH Department of Corrections (DOC), Concord NH (Vendor # 177896-B001), in an amount not to exceed \$33,630, for the purpose of providing residential substance abuse treatment programs from the Federal Residential Substance Abuse Treatment (RSAT) grant, effective upon Governor and Executive Council approval through September 30, 2021. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget:

02-20-20-201510-4475	<u>FY 2020</u>
Residential Substance Abuse Treatment	
072-500576, Grants Federal	\$33,630

EXPLANATION

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


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DOC seeks this MOU to support the implementation of a new project to focus on Moral Reconciliation Therapy (MRT). According to the National Council of Juvenile and Family Court Judges, the goal of MRT is to reduce recidivism among offenders by increasing moral reasoning. MRT is systematic and implements a cognitive-behavioral approach, which positively addresses an adolescent's ego, social, moral and positive behavioral growth. MRT utilizes 12-16 objectively defined steps to focus on seven basic treatment issues: confrontation of beliefs, attitudes and behaviors; assessment of current relationships; reinforcement of positive behavior and habits; positive identity formation; enhancement of self-concept; decrease in hedonism and development of frustration tolerance; and development of higher stages in moral reasoning. The program has been in existence since 2005 and studies have shown that MRT has been effective in reducing the rate of re-offending through successful and sustainable client treatment.

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

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

Respectfully submitted,



Gordon, J. MacDonald
Attorney General

#2491048

State of New Hampshire Interagency Memorandum of Understanding

Whereas, the New Hampshire Department of Justice is a duly constituted agency of the State of New Hampshire;

Whereas, the New Hampshire Department of Corrections is a duly constituted agency of the State of New Hampshire;

Whereas, the NH Department of Justice is responsible for providing funding through a subgrant to the New Hampshire Department of Corrections as herein described in Application #2019RSA01;

Whereas, the New Hampshire Department of Justice desires to enter into a subgrant with the New Hampshire Department of Corrections for a term from Governor and Council approval October 1, 2019 through September 30, 2021 in an amount not to exceed \$33,630;

Whereas, the New Hampshire Department of Corrections is responsible for adhering to all conditions as set forth in their Application #2019RSA01, federal financial rules and all applicable state rules and regulations of procurement;

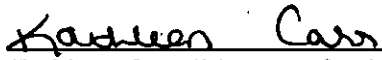
Whereas, the New Hampshire Department of Corrections desires to fund the Moral Reconciliation Therapy (MRT) program with the Residential Substance Abuse Treatment (RSAT) Grant.

NOW THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The New Hampshire Department of Justice agrees to pay the New Hampshire Department of Corrections the amount of \$33,630.00 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 02-20-20-201510-4475-072-500576, Job #20RSA18A.
2. The New Hampshire Department of Corrections agrees to perform the services described in the attached MOU Exhibit A which is hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon project performance, the availability or continued appropriation of funds and the continued availability of federal funding. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

5. The Memorandum of Understanding is effective until September 30, 2021.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.
7. The parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding, which cannot be resolved between the agencies, shall be referred to the Department of Justice, Civil Bureau, for review and resolution.
9. This agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings related hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

14. *NH Department of Justice:*



Kathleen Carr, Director of Administration

Date: 8/29/19

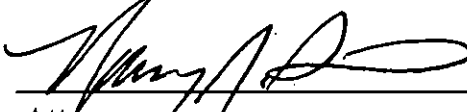
15. *New Hampshire Department of Corrections*



Benjamin Jean, Assistant Commissioner

Date: 8/1/19

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



Attorney

Date: 9/6/2019

EXHIBIT A

-SCOPE OF SERVICES-

1. The New Hampshire Department of Corrections as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for the Moral Reconciliation Therapy program in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 20RSA18A Residential Substance Abuse Treatment (RSAT) grant.
2. The Subrecipient shall be reimbursed by the NHDOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov.

Subrecipient Initials

(BT)

Date

8/1/19

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

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

3a. The Subrecipient shall be awarded an amount not to exceed \$33,630 of the total Grant Limitation from 10/1/2019 through 9/30/2021, with approved expenditure reports. This shall be contingent on available federal funding and program performance.

Subrecipient Initials

EP

Date

8/1/19

EXHIBIT C

-SPECIAL PROVISIONS-

1. The Subrecipient at any tier shall be compliant at all times with the terms, conditions and specifications detailed in the RSAT Federal Grant Program Rules and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials

(B)

Date

8/1/19

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

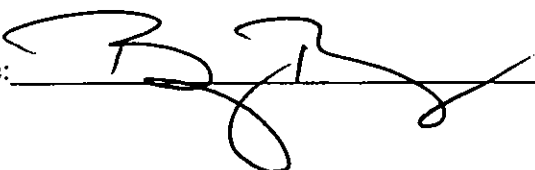
Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The New Hampshire Department of Corrections (Applicant) certifies that any funds awarded through grant number 2019RSA01 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: BENJAMIN R. JEAN, ASS. COMMISSIONER

Signature: 

Date: 8/1/19

**RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM
GUIDELINES AND CONDITIONS**

Federal Grant # 2018-J2-BX-0053

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

1. Requirements of the award; remedies for non-compliance or for materially false statements.

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relates to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") or the New Hampshire Dept. of Justice ("NHDOJ") taking appropriate action with respect to the recipient and the award. Among other things, the OJP and or the NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award.

The Department of Justice ("DOJ"), including OJP, and the NHDOJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this

FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that a subrecipient at any tier must retain, typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies and to which the subrecipient at any tier must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact the NHDOJ promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code.

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.