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

Lori A. Shabinette
Commissioner

Joseph E. Ribsam, Jr.
Director

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

NOV 30 '21 AM 11:00 ROUT
November 8, 2021

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 **Retroactive** amendments to existing grant agreements with the Grantees listed below to support court-approved Juvenile Court Diversion Programs that serve children and youth in the State of New Hampshire, by exercising contract renewal options by increasing the total price limitation by \$630,010 from \$270,955 to \$900,965 and extending the completion dates from June 30, 2021 to June 30, 2023, effective retroactive to July 1, 2021 upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on July 15, 2020, item #11.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Cady, Inc.	171395	Plymouth, NH region	\$35,768	\$80,346	\$116,114
The Chase Home	159596	Portsmouth & surrounding Eastern Rockingham County, NH region	\$35,768	\$80,346	\$116,114
City of Keene	177417	Keene, NH region	\$12,000	\$32,810	\$44,810
Crispin's House Coalition for Youth	166693	Goffstown, NH region	\$29,592	\$67,994	\$97,586
Grafton County	177397	North Haverhill & surrounding Grafton County Region	\$30,000	\$68,810	\$98,810

Manchester Police Athletic League, Inc.	330520	Manchester, NH	\$10,000	\$28,810	\$38,810
The Upper Room A Family Resource Center	225619	Derry, NH & surrounding Southern NH region	\$35,768	\$80,346	\$116,114
The Youth Council	154886	Nashua, NH & surrounding area	\$10,523	\$29,856	\$40,379
Valley Court Diversion Programs, Inc.	204178	Sullivan & lower Grafton County, NH	\$35,768	\$80,346	\$116,114
Youth Assistance Program of Northfield, Sanbornton, Tilton. Inc.	204385	Northfield, Sanbornton & Tilton, NH	\$35,768	\$80,346	\$116,114
		Total:	\$270,955	\$630,010	\$900,965

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, 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

This request is **Retroactive** because the Department was uncertain whether funding for this initiative would be renewed until the State bi-annual budget for SFY 2022 and SFY 2023 was signed. Therefore, contract amendments could not be initiated before the original contract completion date of June 30, 2021. Additionally, a lapse in services would have resulted in some NH youth terminating Juvenile Court Diversion programs prior to completing all components of the program.

The purpose of this request is to continue supporting 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.

Approximately 2,572 individuals will be served during State Fiscal Years 2022 and 2023.

The Grantees provide court-approved Juvenile Court Diversion programs that prevent and reduce youth alcohol, tobacco and drug use while promoting healthy environments for youth who are ordered to complete a Juvenile Court Diversion program. The Grantees deliver services using a three-tiered strategy of information, education and collaboration that includes youth development programming; educational opportunities; experiential learning; and making connections to the community. The Grantees provide services that positively impact the overall

goals of reducing youth recidivism; improving outcomes for youth; ensuring victims that youth are being held accountable for their actions; and reducing costs to the juvenile justice system.

The Grantees work with the youth to develop a reparative agreement utilizing the advice of community members, staff and the youth, whereby the youth accept responsibility for their actions. The agreements include, but are not limited to, written apologies to victims; community services to restore damages; education on substance misuse, as applicable; skill building; mentoring; anger management; and healthy decision-making.

As referenced in Exhibit C, Revisions to Standard Grant Agreement, Section 1, Revisions to Grant Amendment, General Provisions of the original grant agreements, the parties have the option to extend the grant 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. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, Juvenile Court Diversion programs may not be an available option for law enforcement, the Court or youth, which could lead to an increased burden on Court time and resources.

Respectfully submitted,



Lori A. Shibinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

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 Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42140525	\$35,768	\$0	\$35,768
2022	102/500731	Contracts for Program Services	42140525	\$0	\$40,173	\$40,173
2023	102/500731	Contracts for Program Services	42140525	\$0	\$40,173	\$40,173
		Sub Total		\$35,768	\$80,346	\$116,114

The Chase Home

Vendor #159596

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42140525	\$35,768	\$0	\$35,768
2022	102/500731	Contracts for Program Services	42140525	\$0	\$40,173	\$40,173
2023	102/500731	Contracts for Program Services	42140525	\$0	\$40,173	\$40,173
		Sub Total		\$35,768	\$80,346	\$116,114

City of Keene

Vendor #177417

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42140525	\$12,000.00	\$0.00	\$12,000.00
2022	102/500731	Contracts for Program Services	42140525	\$0.00	\$16,405.00	\$16,405.00
2023	102/500731	Contracts for Program Services	42140525	\$0.00	\$16,405.00	\$16,405.00
		Sub Total		\$12,000.00	\$32,810.00	\$44,810.00

Crispin's House Coalition for Youth

Vendor #166693

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42140525	\$29,592.00	\$0.00	\$29,592.00
2022	102/500731	Contracts for Program Services	42140525	\$0.00	\$33,997.00	\$33,997.00
2023	102/500731	Contracts for Program Services	42140525	\$0.00	\$33,997.00	\$33,997.00
		Sub Total		\$29,592.00	\$67,994.00	\$97,586.00

Grafton County

Vendor #177397

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42140525	\$30,000.00	\$0.00	\$30,000.00
2022	102/500731	Contracts for Program Services	42140525	\$0.00	\$34,405.00	\$34,405.00
2023	102/500731	Contracts for Program Services	42140525	\$0.00	\$34,405.00	\$34,405.00
		Sub Total		\$30,000.00	\$68,810.00	\$98,810.00

Manchester Police Athletic League, Inc.

Vendor #330520

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42140525	\$10,000.00	\$0.00	\$10,000.00
2022	102/500731	Contracts for Program Services	42140525	\$0.00	\$14,405.00	\$14,405.00
2023	102/500731	Contracts for Program Services	42140525	\$0.00	\$14,405.00	\$14,405.00
		Sub Total		\$10,000.00	\$28,810.00	\$38,810.00

The Upper Room A Family Resource Center

Vendor #225619

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42140525	\$35,768	\$0	\$35,768
2022	102/500731	Contracts for Program Services	42140525	\$0	\$40,173	\$40,173
2023	102/500731	Contracts for Program Services	42140525	\$0	\$40,173	\$40,173
		Sub Total		\$35,768	\$80,346	\$116,114

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

The Youth Council

Vendor #154886

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42140525	\$10,523.00	\$0.00	\$10,523.00
2022	102/500731	Contracts for Program Services	42140525	\$0.00	\$14,928.00	\$14,928.00
2023	102/500731	Contracts for Program Services	42140525	\$0.00	\$14,928.00	\$14,928.00
		Sub Total		\$10,523.00	\$29,856.00	\$40,379.00

Valley Court Diversion Programs, Inc.

Vendor #204178

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42140525	\$35,768	\$0	\$35,768
2022	102/500731	Contracts for Program Services	42140525	\$0	\$40,173	\$40,173
2023	102/500731	Contracts for Program Services	42140525	\$0	\$40,173	\$40,173
		Sub Total		\$35,768	\$80,346	\$116,114

Youth Assistance Program of Northfield, Sanbornton, Tilton, Inc.

Vendor #204385

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42140525	\$35,768	\$0	\$35,768
2022	102/500731	Contracts for Program Services	42140525	\$0	\$40,173	\$40,173
2023	102/500731	Contracts for Program Services	42140525	\$0	\$40,173	\$40,173
		Sub Total		\$35,768	\$80,346	\$116,114
		Overall Total		\$270,955.00	\$630,010.00	\$900,965.00

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Juvenile Diversion Program Support Funding Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Cady, Inc. ("the Grantee").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on July 15, 2020, (Item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, Paragraph 20, Amendment and Exhibit C, Revisions to Standard Grant Agreement, Section 1, Subsection 1.1, Revisions to Grant Amendment, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Grant Agreement General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Grant Agreement, General Provisions, Block 1.8, Price Limitation, to read:
\$116,114.
3. Modify to change all references from "Contractor" to "Grantee" within Exhibit A Scope of Services and Exhibit B Methods and Conditions Precedent to Payment.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1, to read:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget Sheet through Exhibit B-3 – Amendment #1, Budget Sheet.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 6, to read:
6. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall:
 - 6.1 Ensure each invoice is submitted in a form that is provided by, or otherwise acceptable to, the Department.
 - 6.2 Ensure each invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 6.3 Ensure each invoice includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 6.4 Ensure each invoice is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
6. Add Exhibit B-2 - Amendment #1, Budget Sheet, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-3 - Amendment #1 Budget Sheet, which is attached hereto and incorporated by

reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2021 upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

11/18/2021

Date

DocuSigned by:

Joseph E. Ribsam, Jr.

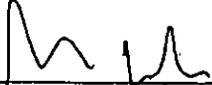
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Name: Joseph E. Ribsam, Jr.

Title: Director

Cady, Inc.

11/9/21
Date


Name: Michael Conklin

Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/19/2021

Date

DocuSigned by:

J. Christopher Marshall

Name: J. Christopher Marshall

Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-2 - Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Grantor Name CADY, Inc.

Budget Request for: Juvenile Diversion Program Support Funding

Budget Period July 1, 2021 - June 30, 2022

Line Item	Direct		Indirect		Total
1. Total Salary/Wages	\$	37,000.00	\$	-	\$ 37,000.00
2. Employee Benefits	\$	3,173.00	\$	-	\$ 3,173.00
3. Consultants			\$	-	\$ -
4. Equipment:			\$	-	\$ -
Rental			\$	-	\$ -
Repair and Maintenance			\$	-	\$ -
Purchase/Depreciation			\$	-	\$ -
5. Supplies:			\$	-	\$ -
Educational			\$	-	\$ -
Lab			\$	-	\$ -
Pharmacy			\$	-	\$ -
Medical			\$	-	\$ -
Office			\$	-	\$ -
6. Travel			\$	-	\$ -
7. Occupancy			\$	-	\$ -
8. Current Expenses			\$	-	\$ -
Board Expenses			\$	-	\$ -
Postage			\$	-	\$ -
Subscriptions			\$	-	\$ -
Audit and Legal			\$	-	\$ -
Insurance			\$	-	\$ -
Board Expenses			\$	-	\$ -
9. Software			\$	-	\$ -
10. Marketing/Communications			\$	-	\$ -
11. Staff Education and Training			\$	-	\$ -
12. Subcontracts/Agreements			\$	-	\$ -
13. Other (specific details mandatory):			\$	-	\$ -
			\$	-	\$ -
			\$	-	\$ -
			\$	-	\$ -
			\$	-	\$ -
TOTAL	\$	40,173.00	\$	-	\$ 40,173.00

Exhibit B-3 - Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Grantor Name Cady, Inc.

Budget Request for: Juvenile Diversion Program Support Funding

Budget Period July 1, 2022 to June 30, 2023

Line/Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 37,000.00	\$ -	\$ 37,000.00
2. Employee Benefits	\$ 3,173.00	\$ -	\$ 3,173.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 40,173.00	\$ -	\$ 40,173.00

State of New Hampshire

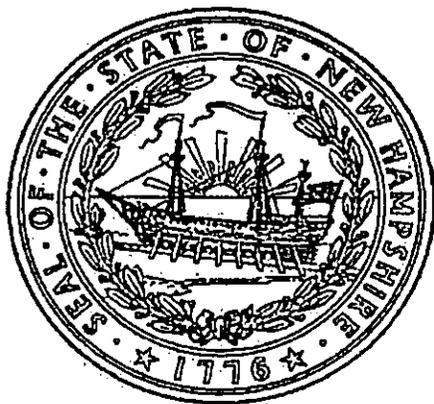
Department of State

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: 0005427217



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of August A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Officer/Vice Chairman of CADY, INC. (Communities for Alcohol- and Drug-Free Youth).

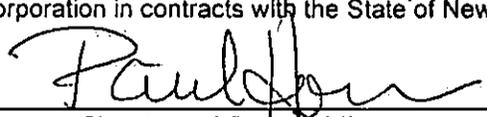
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 13, 2021, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Michael F. Conklin, CADY Chairman of the Board
(Name and Title of Contract Signatory)

is duly authorized on behalf of CADY, 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 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: October 13, 2021



Signature of Elected Officer
Name: Paul Hoiris
Title: CADY Board Vice Chairman

JUN30'20 AM10:47 DAS



Lori A. Shibanette
Commissioner

Joseph E. Ribman, 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.dbhs.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.

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

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

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

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

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

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

Areas served: Statewide

Respectfully submitted,



Lpri A. Shibinette
Commissioner

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

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

CADY, Inc. **Vendor # 171395**

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

The Chase Home **Vendor # 159596**

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

City of Keene **Vendor # 177417**

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

Crispin's House Coalition for Youth **Vendor #166693**

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

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

Grafton County Alternative Sentencing

Vendor #

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

Manchester Police Athletic League

Vendor #

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

The Upper Room A Family Resource Center

Vendor # 225619

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

The Youth Council

Vendor # 154886

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

Valley Court Diversion Program Inc.

Vendor # 204178

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

Youth Assistance Program for Northfield, Sanbornton and Tilton Inc.

Vendor # 204385

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

Overall Total	\$270,955
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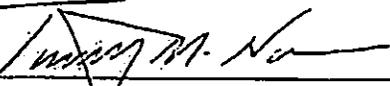
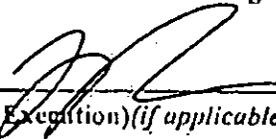
Juvenile Diversion Program Support Funding (RGA-2020-DCYF-01-JUVEN-01)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3. Grantee Name Cady, Inc.		1.4. Grantee Address 94 HIGHLAND STREET PLYMOUTH, NH, 03264	
1.5. Grantee Phone # (603) 536-9793	1.6. Account Number 05-095-042-421420- 79050000	1.7. Completion Date June 30, 2021	1.8. Grant Limitation \$35,768
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 Michael F. Conklin Board Chair	
1.13. Acknowledgment: State of New Hampshire, County of Grafton, on 6/25/2020 before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)  6/25/2020			
1.13.2. Name & Title of Notary Public or Justice of the Peace <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> TIMOTHY M. NARO ★ JUSTICE OF THE PEACE - NEW HAMPSHIRE ★ My Commission Expires June 1, 2021 </div>			
1.14. State Agency Signature(s) Joseph Ribsam Director		1.15. Name & Title of State Agency Signor(s) 	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By: Catherine Pinos Assistant Attorney General, On: 06/29/20			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

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

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payments shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. **RECORDS and ACCOUNTS.**
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. **PERSONNEL.**
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials
 Date 6-12-2020

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

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



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.

Contractor Initials

Handwritten initials in black ink, appearing to be "M" or "W".

Date 6/12/2020

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



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

Cady, Inc.

Exhibit A

Contractor Initials RR

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



Exhibit A

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

1.14. 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



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 DCYFInvoices@dhhs.nh.gov or invoices may be mailed to:

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

Cady, Inc.

Exhibit B

Contractor Initials *AC*

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Page 1 of 2

Date 6/25/2020

Rev. 01/08/10



**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.

Exhibit B

Contractor Initials ML

RGA-2020-DCYF-01-JUVEN-01

Page 2 of 2

Date 6/25/2020

Rev. 01/08/19

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services			
Grantee Name CADY, Inc.			
Budget Request for: Juvenile Diversion Program Support Funding			
Budget Period July 1, 2020 - June 30, 2021			
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 25,000.00	\$ -	\$ 25,000.00
2. Employee Benefits	\$ 5,000.00	\$ -	\$ 5,000.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:			
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:			
Educational	\$ 2,000.00	\$ -	\$ 2,000.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 768.00	\$ -	\$ 768.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses			
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 35,768.00	\$ -	\$ 35,768.00

Indirect As A Percent of Direct

Contractor Initials ML

Date 6/25/2020

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.

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Juvenile Diversion Program Support Funding Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Chase Home ("the Grantee").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on July 15, 2020, (Item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, Paragraph 20, and Exhibit C, Revisions to Standard Grant Agreement, Section 1, Revisions to Grant Amendment, General Provisions Subsection 4.3, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Grant Agreement General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Grant Agreement, General Provisions, Block 1.8, Price Limitation, to read:
\$116,114.
3. Modify to change all references from "Contractor" to "Grantee" within Exhibit A Scope of Services and Exhibit B Methods and Conditions Precedent to Payment.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1, to read:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget Sheet through Exhibit B-3 – Amendment #1, Budget Sheet.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 6, to read:
 6. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall:
 - 6.1 Ensure each invoice is submitted in a form that is provided by, or otherwise acceptable to, the Department.
 - 6.2 Ensure each invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 6.3 Ensure each invoice includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 6.4 Ensure each invoice is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
6. Add Exhibit B-2 Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.

7. Add Exhibit B-3 Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2021 upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/18/2021

Date

DocuSigned by:
Joseph E. Ribsam, Jr.

Name: Joseph E. Ribsam, Jr.
Title: Director

11/18/2021

Date

~~The Chase Home~~
Katherine Wheeler

Name: Katherine Wheeler
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/19/2021

Date

DocuSigned by:
J. Christopher Marshall
D5B0458E80D4403
Name: J. Christopher Marshall
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services			
Grantee Name The Chase Home			
Budget Request for: Juvenile Diversion Program Support Funding			
July 1, 2021 to June 30, 2022			
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 40,173.00	\$ -	\$ 40,173.00
2. Employee Benefits		\$ -	\$ -
3. Consultants		\$ -	\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational		\$ -	\$ -
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office		\$ -	\$ -
6. Travel		\$ -	\$ -
7. Occupancy		\$ -	\$ -
8. Current Expenses		\$ -	\$ -
Telephone		\$ -	\$ -
Postage		\$ -	\$ -
Subscriptions		\$ -	\$ -
Audit and Legal		\$ -	\$ -
Insurance		\$ -	\$ -
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Communications		\$ -	\$ -
11. Staff Education and Training		\$ -	\$ -
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory):		\$ -	\$ -
TOTAL	\$ 40,173.00	\$ -	\$ 40,173.00

Grantee Initials DS
LW

New Hampshire Department of Health and Human Services			
Grantee Name The Chase Home			
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Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office		\$ -	\$ -
6. Travel		\$ -	\$ -
7. Occupancy		\$ -	\$ -
8. Current Expenses		\$ -	\$ -
Telephone		\$ -	\$ -
Postage		\$ -	\$ -
Subscriptions		\$ -	\$ -
Audit and Legal		\$ -	\$ -
Insurance		\$ -	\$ -
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Communications		\$ -	\$ -
11. Staff Education and Training		\$ -	\$ -
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory):		\$ -	\$ -
TOTAL	\$ 40,173.00	\$ -	\$ 40,173.00

State of New Hampshire

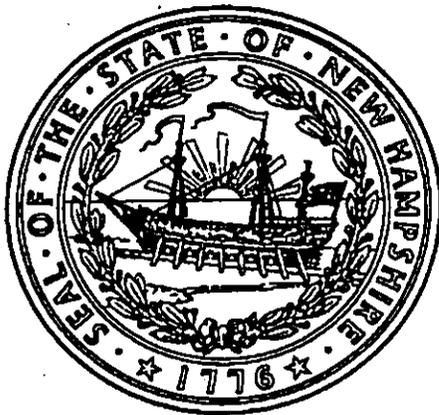
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE CHASE HOME is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 24, 2017. 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: 781275

Certificate Number: 0005474497



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 1st day of December A.D. 2021.

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

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

1. William Tucker, BOB Treasurer 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 Board of Directors 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 Sept 28, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 11/23/21

W. A. Tucker
Signature of Elected Officer
Name: William Tucker
Title: BOB Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2021

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

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

PRODUCER Kane Insurance 242 State Street Portsmouth NH 03801		CONTACT NAME: Emma Pankey PHONE (A/C, No, Ext): (603) 433-5800 E-MAIL ADDRESS: emma@kaneins.com FAX (A/C, No): (603) 740-5000	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Ins Co	
		INSURER B: Wesco Insurance	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2112135585 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2341808	12/03/2021	12/03/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2341817	12/03/2021	12/03/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB790535	12/03/2021	12/03/2022	PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WWC3533348	05/15/2021	05/15/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Activities usual and customary to a safe home for children.

CERTIFICATE HOLDER Department of Health and Human Services 129 Pleasant St Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Shibleyette
 Commissioner

Joseph E. Ribezan, Jr.
 Director

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.

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

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

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

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

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

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

Areas served: Statewide

Respectfully submitted,



Lori A. Shiblette
Commissioner

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

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

CADY, Inc. **Vendor # 171395**

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

The Chase Home **Vendor # 159596**

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

City of Keene **Vendor # 177417**

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

Crispin's House Coalition for Youth **Vendor #166693**

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

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

Grafton County Alternative Sentencing

Vendor #

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

Manchester Police Athletic League

Vendor #

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

The Upper Room A Family Resource Center

Vendor # 225619

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

The Youth Council

Vendor # 154886

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

Valley Court Diversion Program Inc.

Vendor # 204178

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

Youth Assistance Program for Northfield, Sanbornton and Tilton Inc.

Vendor # 204385

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

Overall Total	\$270,955
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Juvenile Diversion Program Support Funding (RGA-2020-DCYF-01-JUVEN-02)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3. Grantee Name The 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 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 Katherine (Trème) Wheeler 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 <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace Kristy Whipple, Notary Public			
1.14. State Agency Signature(s) Joseph Ribsam Director		1.15. Name & Title of State Agency Signor(s) 	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By: <u>Catherine Pinos</u> Assistant Attorney General, On: 06/26/20			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____			

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

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

Grantee Initials HW
Date 6/18/20

- 3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
- 6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
- 7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations.

- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- 10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials KW
 Date 6/18/00

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. **INSURANCE AND BOND.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials
 Date 6/18/20

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



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 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

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



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.

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



Exhibit A

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



**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 DCYFInvoices@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

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

The Chase Home

Exhibit B

Contractor Initials: *KSD*

RG-2020-DCYF-01-JUVEN-02

Page 1 of 2

Date: *6/2/20*

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 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.

KS
01/22/20

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services			
Grantee Name The Chase Home			
Budget Request for: Juvenile Diversion Program Support Funding July 1, 2020 to June 30, 2021			
Line/Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 35,768.00	\$ -	\$ 35,768.00
2. Employee Benefits		\$ -	\$ -
3. Consultants		\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office		\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications		\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Drug Kits		\$ -	\$ -
Rewards for Program Completion		\$ -	\$ -
Food			\$ -
TOTAL	\$ 35,768.00	\$ -	\$ 35,768.00

Indirect As A Percent of Direct

Contractor Initials

Date

[Handwritten Signature]
 6/06/20

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.

Kaw

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Juvenile Diversion Program Support Funding Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and City of Keene ("the Grantee").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on July 15, 2020, (Item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, Paragraph 20, Amendment and Exhibit C, Revisions to Standard Grant Agreement, Section 1, Revisions to Grant Agreement, General Provisions Subsection 1.1, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Modify all headers and footers in Exhibits A through B-1 to replace, 'The City of Keene Juvenile Court Diversion Program' with, 'City of Keene.'
2. Grant Agreement, General Provisions, Block 1.3, Grantee Name, to read:
City of Keene
3. Grant Agreement, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
4. Grant Agreement, General Provisions, Block 1.8, Price Limitation, to read:
\$44,810.
5. Modify to change all references from "Contractor" to "Grantee" within Exhibit A Scope of Services and Exhibit B Methods and Conditions Precedent to Payment.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1, to read:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget Sheet through Exhibit B-3 – Amendment #1, Budget Sheet.
7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 6, to read:
 6. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall:
 - 6.1 Ensure each invoice is submitted in a form that is provided by, or otherwise acceptable to, the Department.
 - 6.2 Ensure each invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 6.3 Ensure each invoice includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 6.4 Ensure each invoice is completed, dated and returned to the Department with the

supporting documentation for allowable expenses to initiate payment.

8. Add Exhibit B-2 Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.

9. Add Exhibit B-3 Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2021 upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/22/2021

Date

DocuSigned by:

Joseph E. Ribsam, Jr.

Name: Joseph E. Ribsam, Jr.

Title: Director

City of Keene

11/22/2021

Date

DocuSigned by:

Elizabeth A. Dragon

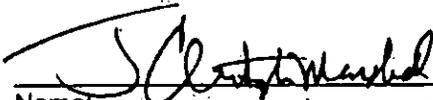
Name: Elizabeth A. Dragon

Title: City Manager

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/22/21
Date


Name: Christopher Marshall
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2 - Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services			
Grantee Name City of Keene			
Budget Request for: Juvenile Diversion Program Support Funding			
Budget Period July 1, 2021 to June 30, 2022			
Line/Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 2,554.00	\$ -	\$ 2,554.00
2. Employee Benefits		\$ -	\$ -
3. Consultants		\$ -	\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational	\$ 2,000.00	\$ -	\$ 2,000.00
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office	\$ 1,250.00	\$ -	\$ 1,250.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy		\$ -	\$ -
8. Current Expenses		\$ -	\$ -
Telephone	\$ 1,500.00	\$ -	\$ 1,500.00
Postage	\$ 250.00	\$ -	\$ 250.00
Subscriptions		\$ -	\$ -
Audit and Legal		\$ -	\$ -
Insurance		\$ -	\$ -
Board Expenses	\$ 250.00	\$ -	\$ 250.00
9. Software		\$ -	\$ -
10. Marketing/Communications	\$ 2,100.00	\$ -	\$ 2,100.00
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory):		\$ -	\$ -
scholarship/assistance with restitution provided community service is done	\$ 2,500.00	\$ -	\$ 2,500.00
TOTAL	\$ 16,404.00	\$ -	\$ 16,404.00

Exhibit B-3 - Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services			
Grantee Name City of Keene			
Budget Request for: Juvenile Diversion Program Support Funding			
Budget Period July 1, 2022 to June 30, 2023			
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 2,554.00	\$ -	\$ 2,554.00
2. Employee Benefits		\$ -	\$ -
3. Consultants		\$ -	\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational	\$ 2,000.00	\$ -	\$ 2,000.00
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office	\$ 1,250.00	\$ -	\$ 1,250.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy		\$ -	\$ -
8. Current Expenses		\$ -	\$ -
Telephone	\$ 1,500.00	\$ -	\$ 1,500.00
Postage	\$ 250.00	\$ -	\$ 250.00
Subscriptions		\$ -	\$ -
Audit and Legal		\$ -	\$ -
Insurance		\$ -	\$ -
Board Expenses	\$ 250.00	\$ -	\$ 250.00
9. Software		\$ -	\$ -
10. Marketing/Communications	\$ 2,100.00	\$ -	\$ 2,100.00
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory): scholarship/assistance with restitution provided community service is done	\$ 2,500.00	\$ -	\$ 2,500.00
		\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 16,404.00	\$ -	\$ 16,404.00

CERTIFICATE OF AUTHORITY

I, Patricia Little, City Clerk, 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 City Council.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 7th, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

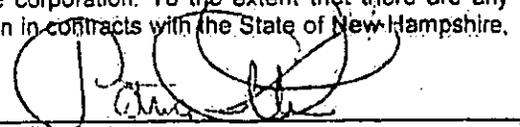
VOTED: That Elizabeth A. Dragon, City Manager (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: Nov 22, 2021



Signature of Elected Officer

Name: Patricia A. Little

Title: City Clerk



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 6-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

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

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

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

Participating Member: City of Keene 3 Washington Street Keene, NH 03431-3191		Member Number: 210	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> Statutory	\$2,000,000
				Each Accident	\$2,000,000
				Disease - Each Employee	
				Disease - Policy Limit	
<input type="checkbox"/>	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: Mary Beth Powell
			Date: 11/22/2021 mpurcell@nhprimex.org
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

JUN30'20 AM10:47 DAS



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

Lori A. Shilbrette
 Commissioner

Joseph E. Ribsam, Jr.
 Director

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.

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

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

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

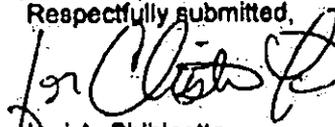
The Department selected the contractors through a competitive bid process using a Request for Grant Applications (RGA) that was posted on the Department's website from 4/7/2020 through 5/19/2020. The Department received 11 proposals, with one vendor withdrawing their proposal leaving a remaining 10 vendors.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

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

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

Areas served: Statewide

Respectfully submitted,



Lori A. Shiblette
Commissioner

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

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

CADY, Inc.

Vendor # 171395

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

The Chase Home

Vendor # 159596

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

City of Keene

Vendor # 177417

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

Crispin's House Coalition for Youth

Vendor #166693

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

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

Grafton County Alternative Sentencing

Vendor #

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

Manchester Police Athletic League

Vendor #

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

The Upper Room A Family Resource Center

Vendor # 225619

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

The Youth Council

Vendor # 154886

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

Valley Court Diversion Program Inc.

Vendor # 204178

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

Youth Assistance Program for Northfield, Sanbornton and Tilton Inc.

Vendor # 204385

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

Overall Total	\$270,855
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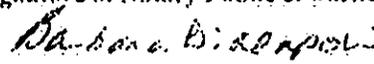
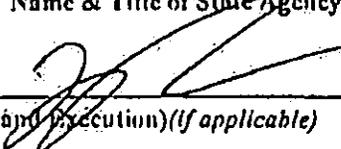
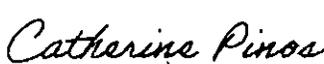
Juvenile Diversion Program Support Funding (RGA-2020-DCYF-01-JUVEN-03)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301.	
1.3. Grantee Name The City of Keene Juvenile Court Diversion Program		1.4. Grantee Address 312 Washington Street Keene, NH 03431.	
1.5. Grantee Phone # (603) 357-9811	1.6. Account Number 05-095-042-421410-79050000	1.7. Completion Date June 30, 2021	1.8. Grant Limitation \$12,000
1.9. Grant Officer for State Agency Nathan D. White		1.10. State Agency Telephone Number (603) 271-9631	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Elizabeth Dragon, City Manager	
1.13. Acknowledgment: State of New Hampshire, County of <u>Cheshire</u> , on <u>6/25/20</u> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>she</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal). 			
1.13.2. Name & Title of Notary Public or Justice of the Peace <u>BARBARA BISOGNI, Notary Public</u> My Commission Expires October 21, 2020			
1.14. State Agency Signature(s)  Director		1.15. Name & Title of State Agency Signor(s) 	
1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable) 			
By: <u>Catherine Pinos</u> Assistant Attorney General, On: <u>06/26/20</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u> / /</u>			

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

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

- 3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT U, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.3 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 pertained, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
- 6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
- 7. **RECORDS and ACCOUNTS:**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by, receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. **DATA: RETENTION OF DATA: ACCESS:**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- 10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe in the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials ESD
Date 10/25/20

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. **INSURANCE AND BOND.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials EAJ
Date 10/20/20



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

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

The City of Keene Juvenile Court Diversion Program Exhibit A

Contractor Initials

EAD

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



Exhibit A

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

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



Exhibit A

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



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 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.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services



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

Exhibit B

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

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

Indirect As A Percent of Direct

Contractor Initials *EAD*

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.

EHS

10/15/00

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Juvenile Diversion Program Support Funding Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Crispin's House Coalition for Youth ("the Grantee").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on July 15, 2020, (Item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Grant Agreement, General Provisions, Paragraph 20, and Exhibit C, Revisions to Standard Grant Agreement, Section 1, Revisions to Grant Amendment, General Provisions, Subsection 1.1., the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Grant Agreement General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Grant Agreement, General Provisions, Block 1.8, Price Limitation, to read:
\$97,586.
3. Modify to change all references from "Contractor" to "Grantee" within Exhibit A Scope of Services and Exhibit B Methods and Conditions Precedent to Payment.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1, to read:
 - 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 through Exhibit B-3 – Amendment #1, Budget Sheet.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 6, to read:
 6. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall:
 - 6.1 Ensure each invoice is submitted in a form that is provided by, or otherwise acceptable to, the Department.
 - 6.2 Ensure each invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 6.3 Ensure each invoice includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 6.4 Ensure each invoice is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
6. Add Exhibit B-2 Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-3 Amendment #1 Budget Sheet, which is attached hereto and incorporated by

DM

reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2021 upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/10/2021

Date

DocuSigned by:
Joseph E. Ribsam, Jr.
AAE4DEF3C68E438

Name: Joseph E. Ribsam, Jr.
Title: Director

Crispin's House Coalition for Youth

11/9/2021

Date

DocuSigned by:
Dian McCarthy
FF28C80D34C14FE

Name: Dian McCarthy
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/15/2021

Date

DocuSigned by:
J. Christopher Marshall
DSB0458E8004403
Name: J. Christopher Marshall
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2 - Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services			
Contractor Name Crispins House Coalition for Youth			
Budget Request for: Juvenile Diversion Program Support Funding			
Budget Period July 1, 2021 to June 30, 2022			
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 30,142.00	\$ -	\$ 30,142.00
2. Employee Benefits		\$ -	\$ -
3. Consultants		\$ -	\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational	\$ 350.00	\$ -	\$ 350.00
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office		\$ 300.00	\$ 300.00
6. Travel		\$ -	\$ -
7. Occupancy		\$ -	\$ -
8. Current Expenses		\$ -	\$ -
Telephone	\$ 375.00		\$ 375.00
Postage		\$ -	\$ -
Subscriptions	\$ 330.00		\$ 330.00
Audit and Legal			\$ -
Insurance		\$ 1,800.00	\$ 1,800.00
Board Expenses			\$ -
9. Software		\$ 200.00	\$ 200.00
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory):		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTAL	\$ 31,697.00	\$ 2,300.00	\$ 33,997.00

Indirect As A Percent of Direct

Exhibit B-3 Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services			
Contractor Name Crispins House Coalition for Youth			
Budget Request for: Juvenile Diversion Program Support Funding			
Budget Period July 1, 2022 to June 30, 2023			
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 30,142.00	\$ -	\$ 30,142.00
2. Employee Benefits		\$ -	\$ -
3. Consultants		\$ -	\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational	\$ 350.00	\$ -	\$ 350.00
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office		\$ 300.00	\$ 300.00
6. Travel		\$ -	\$ -
7. Occupancy		\$ -	\$ -
8. Current Expenses		\$ -	\$ -
Telephone	\$ 375.00		\$ 375.00
Postage		\$ -	\$ -
Subscriptions	\$ 330.00	\$ -	\$ 330.00
Audit and Legal			\$ -
Insurance		\$ 1,800.00	\$ 1,800.00
Board Expenses			\$ -
9. Software		\$ 200.00	\$ 200.00
10. Marketing/Communications		\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory):		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 31,697.00	\$ 2,300.00	\$ 33,997.00

Indirect As A Percent of Direct

State of New Hampshire

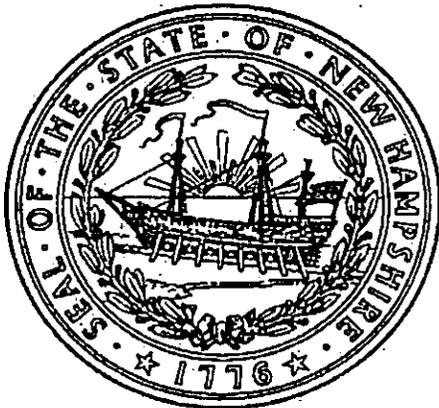
Department of State

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: 0005465389



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of November A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Al Baines, Board President, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Crispin's House coalition for Youth, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 8, 2021 at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of Crispin's House Coalition for Youth, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: November 10, 2021



Signature of Elected Officer
Name: Al Baines
Title: Board President

JUN30'20 AM10:47 DAS

mae



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

Lori A. Shilbrette
Commissioner

Joseph E. Ribean, Jr.
Director

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.dbhs.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.

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

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

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

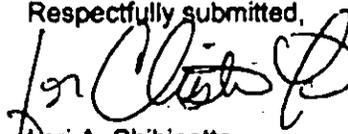
The Department selected the contractors through a competitive bid process using a Request for Grant Applications (RGA) that was posted on the Department's website from 4/7/2020 through 5/19/2020. The Department received 11 proposals, with one vendor withdrawing their proposal leaving a remaining 10 vendors.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

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

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

Areas served: Statewide

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

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

CADY, Inc.

Vendor # 171395

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

The Chase Home

Vendor # 159596

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

City of Keene

Vendor # 177417

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

Crispin's House Coalition for Youth

Vendor #166693

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

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

Grafton County Alternative Sentencing

Vendor #

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

Manchester Police Athletic League

Vendor #

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

The Upper Room A Family Resource Center

Vendor # 225619

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

The Youth Council

Vendor # 154886

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

Valley Court Diversion Program Inc.

Vendor # 204178

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

Youth Assistance Program for Northfield, Sanbornton and Tilton Inc.

Vendor # 204385

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

Overall Total	\$270,955
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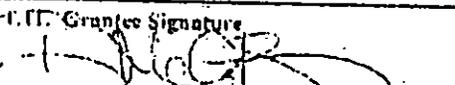
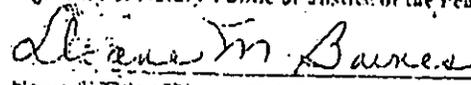
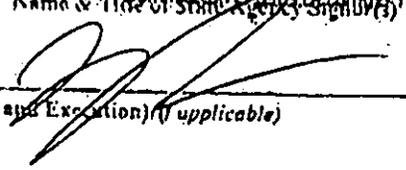
Juvenile Diversion Program Support Funding (RGA-2020-DCYF-01-JUVEN-04)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3. Grantee Name Crispin's House Coalition for Youth		1.4. Grantee Address 7 North Main Street Coffeytown, PA 03045	
1.5. Grantee Phone # (603) 497-3499	1.6. Account Number 05-095-042-421410- 79050000	1.7. Completion Date June 30, 2021	1.8. Grant Limitation \$29,592
1.9. Grant Officer for State Agency Nothan D. White		1.10. State Agency Telephone Number (603) 271-9611	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Dian McCarthy, Executive Director	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, on 6/25/20 before the undersigned officer, personally appeared the person identified in block 1.12, known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Diane M. Baines, Notary DIANE M. BAINES, Notary Public COMMISSION EXPIRES December 16, 2020			
1.14. State Agency Signature(s) Joseph Ribsam Director		1.15. Name & Title of State Agency Signor(s) 	
1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos Assistant Attorney General, On: 06/26/20			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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

Grantee Initials: 
Date: 6/25/2020

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").

Grantee Initials DM
Date 4/9/2020

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.3 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

Grantee Initials DM
Date 6/9/2020

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



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 Frankestown 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

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



Exhibit A

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

BJM

6/9/2020

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



Exhibit A

1.12.4. City of Goffstown Police Department



**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 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.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services



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

Exhibit B

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

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

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services			
Contractor Name: Crispin House Coalition for Youth			
Budget Request for: Juvenile Diversion Program Support Funding			
Budget Period: July 1, 2020 to June 30, 2021			
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 25,252.00	\$ -	\$ 25,252.00
2. Employee Benefits	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 750.00	\$ -	\$ 750.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00
6. Travel	\$ 38.00	\$ -	\$ 38.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 375.00	\$ -	\$ 375.00
Postage	\$ 47.00	\$ -	\$ 47.00
Subscriptions	\$ 330.00	\$ -	\$ 330.00
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,800.00	\$ 1,800.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 200.00	\$ 200.00
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 27,592.00	\$ 2,000.00	\$ 29,592.00

Indirect As A Percent of Direct

Contractor Initials: *DM*
 Date: 6/26/2020

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.

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

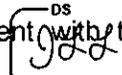
This Amendment to the Juvenile Diversion Program Support Funding Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Grafton County ("the Grantee").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on July 15, 2020, (Item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 20, and Exhibit C, Revisions to Standard Grant Agreement, Section 1, Revisions to Grant Agreement, General Provisions Subsection 1.1., the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Modify all headers and footers in Exhibits A through B-1 to replace, 'Grafton County Alternative Sentencing' with, 'Grafton County.'
2. Grant Agreement, General Provisions, Block 1.3, Grantee Name, to read:
Grafton County.
3. Grant Agreement General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
4. Grant Agreement General Provisions, Block 1.8, Price Limitation, to read:
\$98,810.
5. Modify to change all references from "Contractor" to "Grantee" within Exhibit A Scope of Services and Exhibit B Methods and Conditions Precedent to Payment.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1, to read:
 - 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 through Exhibit B-3 – Amendment #1, Budget Sheet.
7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 6, to read:
 6. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall:
 - 6.1 Ensure each invoice is submitted in a form that is provided by, or otherwise acceptable to, the Department.
 - 6.2 Ensure each invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 6.3 Ensure each invoice includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 6.4 Ensure each invoice is completed, dated and returned to the Department ^{DS}with the 

supporting documentation for allowable expenses to initiate payment.

8. Add Exhibit B-3 Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-4 Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2021 upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/16/2021

Date

DocuSigned by:
Joseph E. Ribsam, Jr.

Name: Joseph E. Ribsam, Jr.
Title: Director

11/16/2021

Date

Grafton County
Julie L Libby

Name: Julie L Libby
Title: Finance Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/17/2021

Date

DocuSigned by:

J. Christopher Marshall

DSB0458E8004403

Name: J. Christopher Marshall

Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-2 - Amendment #1 Budget Sheet

New Hampshire Department of Health and Human Services			
Grantee Name Grafton County			
Budget Request for: Juvenile Diversion Program Support Funding			
Budget Period July 1, 2021 - June 30, 2022			
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 20,370.00	\$ -	\$ 20,370.00
2. Employee Benefits	\$ 4,785.00	\$ -	\$ 4,785.00
3. Consultants		\$ -	\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational	\$ 400.00	\$ -	\$ 400.00
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ 4,000.00	\$ -	\$ 4,000.00
7. Occupancy	\$ 200.00	\$ -	\$ 200.00
8. Current Expenses		\$ -	\$ -
Telephone	\$ 500.00	\$ -	\$ 500.00
Postage	\$ 75.00	\$ -	\$ 75.00
Subscriptions	\$ 75.00	\$ -	\$ 75.00
Audit and Legal		\$ -	\$ -
Insurance		\$ -	\$ -
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00
11. Staff Education and Training	\$ 2,000.00		\$ 2,000.00
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory):		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTAL	\$ 34,405.00	\$ -	\$ 34,405.00

Indirect As A Percent of Direct


 Grantee Initials _____

Date 11/16/2021

Exhibit B-3 - Amendment #1 Budget Sheet

New Hampshire Department of Health and Human Services			
Grantee Name Grafton County			
Budget Request for: Juvenile Diversion Program Support Funding			
Budget Period July 1, 2022 - June 30, 2023			
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 21,422.00	\$ -	\$ 21,422.00
2. Employee Benefits	\$ 3,733.00	\$ -	\$ 3,733.00
3. Consultants		\$ -	\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational	\$ 400.00		\$ 400.00
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ 4,000.00	\$ -	\$ 4,000.00
7. Occupancy	\$ 200.00	\$ -	\$ 200.00
8. Current Expenses		\$ -	\$ -
Telephone	\$ 500.00	\$ -	\$ 500.00
Postage	\$ 75.00	\$ -	\$ 75.00
Subscriptions	\$ 75.00	\$ -	\$ 75.00
Audit and Legal		\$ -	\$ -
Insurance		\$ -	\$ -
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00
11. Staff Education and Training	\$ 2,000.00		\$ 2,000.00
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory):		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTAL	\$ 34,405.00	\$ -	\$ 34,405.00

Indirect As A Percent of Direct

Grantee Initials 

Date 11/16/2021

CERTIFICATE OF AUTHORITY

I, Omer C. Ahern, Jr., hereby certify that
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

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

2. The following is a true copy of a vote taken at a meeting of the Board of Commissioners, duly called and held on November 16, 2021, at which a quorum of the Commissioners were present and voting.
(Date)

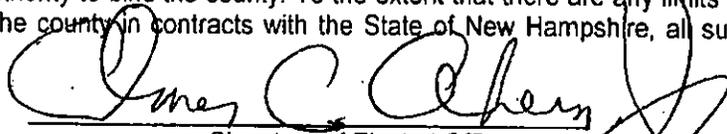
VOTED: That, Julie L Libby, Finance Director
(Name and Title of Contract Signatory)

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

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

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

Dated: November 16, 2021



Signature of Elected Officer
Name: Omer C. Ahern, Jr.
Title: Clerk, Board of Commissioners



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774		Member Number: 603	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply if Not		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> Statutory	\$2,000,000	
			Each Accident	\$2,000,000	
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH, Department of Health and Human Services 129 Pleasant St Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 9/14/2021 mourcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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

Lori A. Shilbette
Commissioner

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.dbhs.nh.gov

Joseph E. Ribman, Jr.
Director

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.

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

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

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

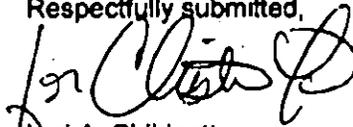
The Department selected the contractors through a competitive bid process using a Request for Grant Applications (RGA) that was posted on the Department's website from 4/7/2020 through 5/19/2020. The Department received 11 proposals, with one vendor withdrawing their proposal leaving a remaining 10 vendors.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

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

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

Areas served: Statewide

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

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

CADY, Inc.

Vendor # 171395

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

The Chase Home

Vendor # 159596

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

City of Keene

Vendor # 177417

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

Crispin's House Coalition for Youth

Vendor #166693

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

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

Grafton County Alternative Sentencing

Vendor #

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

Manchester Police Athletic League

Vendor #

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

The Upper Room A Family Resource Center

Vendor # 225619

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

The Youth Council

Vendor # 154886

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

Valley Court Diversion Program Inc.

Vendor # 204178

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

Youth Assistance Program for Northfield, Sanbornton and Tilton Inc.

Vendor # 204385

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

Overall Total	\$270,955
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Juvenile Diversion Program Support Funding (RGA-2020-DCYF-01-JUVEN-05)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3. Grantee Name Grafton County Alternative 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 \$30,000
1.9. Grant Officer for State Agency Nathan D. White		1.10. State Agency Telephone Number (603) 271-9631	
1.11. Grantee Signature <i>Julie L Libby</i>		1.12. Name & Title of Grantee Signor Julie L Libby, County Administrator	
1.13. Acknowledgment: State of New Hampshire, County of <u>Grafton</u> , on <u>6/25/20</u> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) <i>Leslie A. Lackie</i>		LESLIE A. LACKIE, Notary Public My Commission Expires: October 3, 2023	
1.13.2. Name & Title of Notary Public or Justice of the Peace <i>Leslie A. Lackie, Notary Public</i>			
1.14. State Agency Signature(s) <i>Joseph Ribsam</i> Director		1.15. Name & Title of State Agency Signor(s) <i>[Signature]</i>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable) By: <i>Catherine Pinos</i> Assistant Attorney General, On: 06/29/20			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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

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

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee, for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

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

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.

7. **RECORDS AND ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement; including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

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

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

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

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds; and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

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

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

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

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of 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

Grantee Initials *JK*
Date 10/9/2020

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

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



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 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

[Handwritten Signature]
6/19/2020

**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 notification to the victims of the participants completion.
- 1.10. The Contractor shall continue to utilize additional funding sources in order to maintain continuous program services, funding sources include but are not limited to:
 - 1.10.1. Fundraising
 - 1.10.2. Private donations and grants
 - 1.10.3. Grafton County taxable funding
 - 1.10.4. New Hampshire Juvenile Court Diversion Program



**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 B, Scope of Services, in compliance with funding requirements.
4. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
5. Payment for said services shall be made as follows:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget Sheet.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DCYFInvoices@dhhs.nh.gov or invoices may be mailed to:

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

(Handwritten initials)
Date *6/29/20*



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

Exhibit B

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

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

[Handwritten initials]
[Handwritten date: 6/2/2020]

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services			
Grantee Name: Grafton County Alternative Sentencing			
Budget Request for: Juvenile Division Program Support Funding			
Budget Period: July 1, 2019 - June 30, 2020			
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 19,000.00	\$ -	\$ 19,000.00
2. Employee Benefits	\$ 2,000.00	\$ -	\$ 2,000.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 250.00	\$ -	\$ 250.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ 4,000.00	\$ -	\$ 4,000.00
7. Occupancy	\$ 200.00	\$ -	\$ 200.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 400.00	\$ -	\$ 400.00
Postage	\$ 75.00	\$ -	\$ 75.00
Subscriptions	\$ 75.00	\$ -	\$ 75.00
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL:	\$ 30,000.00	\$ -	\$ 30,000.00

Indirect As A Percent of Direct

Contractor Initials *jk*
 Date 6/19/2020

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.

je
6/9/2020

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Juvenile Diversion Program Support Funding Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Police Athletic League, Inc. ("the Grantee").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on July 15, 2020, (Item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 20, and Exhibit C, Revisions to Standard Grant Agreement, Section 1, Revisions to Grant Amendment, General Provisions Subsection 1.1, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Grant Agreement General Provisions, Block 1.7; Completion Date, to read:
June 30, 2023.
2. Grant Agreement General Provisions, Block 1.8, Price Limitation, to read:
\$38,810.
3. Modify to change all references from "Contractor" to "Grantee" within Exhibit A Scope of Services and Exhibit B Methods and Conditions Precedent to Payment.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1, to read:
 - 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 through Exhibit B-3 – Amendment #1, Budget Sheet.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 6, to read:
 6. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall:
 - 6.1 Ensure each invoice is submitted in a form that is provided by, or otherwise acceptable to, the Department.
 - 6.2 Ensure each invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 6.3 Ensure each invoice includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 6.4 Ensure each invoice is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
6. Add Exhibit B-2 Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-3 Amendment #1 Budget Sheet, which is attached hereto and incorporated by

reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2021 upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/10/2021

Date

DocuSigned by:
Joseph E. Ribsam, Jr.
AAE4DEB3C88E438
Name: Joseph E. Ribsam, Jr.
Title: Director

11/9/2021

Date

~~Manchester~~ Police Athletic League, Inc.
Jayna Stevens
C310E0EBECS437
Name: Jayna Stevens
Title: Director of Operations and Development

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/15/2021

Date

DocuSigned by:
J. Christopher Marshall

Name: J. Christopher Marshall
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2 - Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Police Athletic League Inc.

Budget Request for: Juvenile Diversion Program Support Funding

Grant Period: July 1, 2021 to June 30, 2022

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 13,095.00	\$ 1,309.50	\$ 14,404.50
2. Employee Benefits		\$ -	\$ -
3. Consultants		\$ -	\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational		\$ -	\$ -
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office		\$ -	\$ -
6. Travel		\$ -	\$ -
7. Occupancy		\$ -	\$ -
8. Current Expenses		\$ -	\$ -
Telephone		\$ -	\$ -
Postage		\$ -	\$ -
Subscriptions		\$ -	\$ -
Audit and Legal		\$ -	\$ -
Insurance		\$ -	\$ -
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Communications		\$ -	\$ -
11. Staff Education and Training		\$ -	\$ -
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory):		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTAL	\$ 13,095.00	\$ 1,309.50	\$ 14,405

Indirect As A Percent of Direct

10.0%

Exhibit B-3 - Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Police Athletic League Inc.

Budget Request for: Juvenile Diversion Program Support Funding

Grant Period: July 1, 2022 to June 30, 2023

Line Item	Direct	Indirect	Total
	Incremental	Fixed	
1. Total Salary/Wages	\$ 13,095.00	\$ 1,309.50	\$ 14,404.50
2. Employee Benefits		\$ -	\$ -
3. Consultants		\$ -	\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational		\$ -	\$ -
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office		\$ -	\$ -
6. Travel		\$ -	\$ -
7. Occupancy		\$ -	\$ -
8. Current Expenses		\$ -	\$ -
Telephone		\$ -	\$ -
Postage		\$ -	\$ -
Subscriptions		\$ -	\$ -
Audit and Legal		\$ -	\$ -
Insurance		\$ -	\$ -
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Communications		\$ -	\$ -
11. Staff Education and Training		\$ -	\$ -
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory):		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTAL	\$ 13,095.00	\$ 1,309.50	\$ 14,405

Indirect As A Percent of Direct

10.0%

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 179682

Certificate Number: 0005465132



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of November A.D. 2021.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, James E. Chambers, hereby certify that:

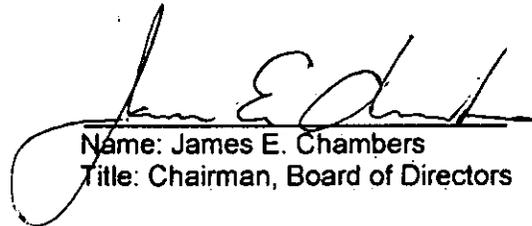
1. I am a duly elected Clerk/Secretary/Officer of the Manchester Police Athletic League.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 8, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jayna Stevens, Director of Operations and Development

Is duly authorized on behalf of the Manchester Police Athletic League 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: November 8, 2021



Name: James E. Chambers
Title: Chairman, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2021

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Laurie Infantino PHONE (A/C, No. Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: laurie.infantino@crossagency.com																					
INSURED Manchester Police Athletic League 409 Beech Street Manchester NH 03103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: Everest National Insurance Company</td> <td colspan="2" style="text-align: center;">10120</td> </tr> <tr> <td>INSURER B: MMG Ins Co</td> <td colspan="2" style="text-align: center;">15997</td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Everest National Insurance Company	10120		INSURER B: MMG Ins Co	15997		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: 21-22 GL & Umb, 20-21 BA REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			S18GL01805-211	06/15/2021	06/15/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ NONE</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>Sexual Abuse Coverage</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ NONE	PRODUCTS - COM/OP AGG	\$ 1,000,000	Sexual Abuse Coverage	\$ 1,000,000		
EACH OCCURRENCE	\$ 1,000,000																						
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OT-HER</td> <td style="width: 40%;"></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> </table>		PER STATUTE	OT-HER		E.L. EACH ACCIDENT			\$	E.L. DISEASE - EA EMPLOYEE			\$	E.L. DISEASE - POLICY LIMIT			\$
	PER STATUTE	OT-HER																					
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 State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

JUN30'20 AM10:47 DAS

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

Lori A. Shilbierette
Commissioner

Joseph E. Ribeano, Jr.
Director

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.

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

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

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

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

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

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

Areas served: Statewide

Respectfully submitted,



Lori A. Shibnette
Commissioner

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

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

CADY, Inc.

Vendor # 171395

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

The Chase Home

Vendor # 159596

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

City of Keene

Vendor # 177417

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

Crispin's House Coalition for Youth

Vendor #166693

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

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

Grafton County Alternative Sentencing

Vendor #

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

Manchester Police Athletic League

Vendor #

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

The Upper Room A Family Resource Center

Vendor # 225619

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

The Youth Council

Vendor # 154886

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

Valley Court Diversion Program Inc.

Vendor # 204178

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

Youth Assistance Program for Northfield, Sanbornton and Tilton Inc.

Vendor # 204385

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

Overall Total	\$270,955
----------------------	------------------

Juvenile Diversion Program Support Funding (RGA-2020-DCYF-01-JUVEN-06)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

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

Grantee Initials JRS
Date 6/26/20

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").

- 3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. **EFFECTIVE DATE: COMPLETION OF PROJECT**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
- 6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
- 7. **RECORDS AND ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. **DATA: RETENTION OF DATA: ACCESS**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- 10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials Jed
Date 6/14/00

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

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



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 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

JSB
6-11-20

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



Exhibit A

- 1.7.4. Intake workers and community volunteers.
- 1.8. The Contractor shall ensure that all volunteers have completed the following including but not limited to:
 - 1.8.1. Training by Diversion Coordinator and other professionals
 - 1.8.2. New Hampshire criminal background check
 - 1.8.3. Confidentiality agreement
- 1.9. The Contractor shall develop partnerships to provide foundations for strategies and direct services throughout the community including but not limited to:
 - 1.9.1. Law enforcement
 - 1.9.2. Schools
 - 1.9.3. Healthcare and human service providers
 - 1.9.4. Business community
 - 1.9.5. Faith-based organizations
 - 1.9.6. Youth-serving organizations
- 1.10. The Contractor shall receive referrals from the Manchester Police Department and surrounding towns for any youth who have experience a first time, non violent offense.
- 1.11. The Contractor shall schedule a panel intake meetings to include the youth and the parent or guardian.
- 1.12. The Contractor shall complete an assessment with the youth, including but not limited to:
 - 1.12.1. Family functioning survey
 - 1.12.2. SBIRT drug and alcohol screening
 - 1.12.3. Youth 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

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6-11-20

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



Exhibit A

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



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 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.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

Manchester Police Athletic League, Inc.

Exhibit B

Contractor Initials

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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.

Exhibit B

Contractor Initials

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Date

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6/20/20

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services

Blade/Program Name: Manchester Police Athletic League Inc.

Budget Request for: Juvenile Diversion Program Support Funding

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

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 7,340.00	\$ 758.00	\$ 8,118.00
2. Employees Benefits	\$ 812.00	\$ 91.20	\$ 1,003.20
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 178.00	\$ 17.80	\$ 195.80
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 43.00	\$ 4.30	\$ 47.30
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ 282.00	\$ 28.20	\$ 310.20
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 31.00	\$ 3.10	\$ 34.10
Postage	\$ 24.00	\$ 2.40	\$ 26.40
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ 178.00	\$ 17.80	\$ 195.80
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 11.00	\$ 1.10	\$ 12.10
11. Staff Education and Training	\$ 33.00	\$ 3.30	\$ 36.30
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -
10% Indirect	\$ -	\$ -	\$ -
TOTAL	\$ 8,091.00	\$ 909.10	\$ 10,000.10

Indirect As A Percent of Direct 10.0%

Contractor Initials *JPD*
 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

Contractor Initials

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Page 1 of 1

Date

6-11-20

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Juvenile Diversion Program Support Funding Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Upper Room, A Family Resource Center ("the Grantee").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on July 15, 2020, (Item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, Paragraph 20, and Exhibit C, Revisions to Standard Grant Agreement, Section 1, Revisions to Grant Agreement, General Provisions Subsection 1.1., the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Modify all headers and footers in Exhibits A through B-1 to replace, 'The Upper Room A Family Resource Center' with, 'The Upper Room, A Family Resource Center.'
2. Grant Agreement, General Provisions, Block 1.3, Grantee Name, to read:
The Upper Room, A Family Resource Center
3. Grant Agreement General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
4. Grant Agreement General Provisions, Block 1.8, Price Limitation, to read:
\$116,114.
5. Modify to change all references from "Contractor" to "Grantee" within Exhibit A Scope of Services and Exhibit B Methods and Conditions Precedent to Payment.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1, to read:
 - 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 through Exhibit B-3 – Amendment #1, Budget Sheet.
7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 6, to read:
 6. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall:
 - 6.1 Ensure each invoice is submitted in a form that is provided by, or otherwise acceptable to, the Department.
 - 6.2 Ensure each invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 6.3 Ensure each invoice includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 6.4 Ensure each invoice is completed, dated and returned to the Department with the

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supporting documentation for allowable expenses to initiate payment.

8. Add Exhibit B-2 - Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-3 - Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2021 upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/10/2021

Date

DocuSigned by:
Joseph E. Ribsam, Jr.

Name: Joseph E. Ribsam, Jr.
Title: Director

11/10/2021

Date

The Upper Room, A Family Resource Center.
DocuSigned by:
Brenda Guggisberg

Name: Brenda Guggisberg
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/15/2021

Date

DocuSigned by:
J. Christopher Marshall

Name: J. Christopher Marshall
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2 - Amendment #1, Budget Sheet

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, 2021 - June 30, 2022

Line Item	Budget		
	Direct	Indirect	Total
1. Total Salary/Wages	\$ 25,606.00	\$ 3,924.00	\$ 29,530.00
2. Employee Benefits	\$ 2,800.00	\$ 491.00	\$ 3,291.00
3. Consultants			\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational (Curriculum)	\$ 412.00	\$ -	\$ 412.00
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office	\$ 432.00	\$ -	\$ 432.00
6. Travel	\$ 171.00	\$ -	\$ 171.00
7. Occupancy	\$ 1,898.00	\$ -	\$ 1,898.00
8. Current Expenses		\$ -	\$ -
Telephone/IT	\$ 499.00	\$ -	\$ 499.00
Postage	\$ 149.00	\$ -	\$ 149.00
Subscriptions		\$ -	\$ -
Audit and Legal	\$ 930.00	\$ 930.00	\$ 1,860.00
Insurance	\$ 569.00	\$ 569.00	\$ 1,138.00
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Communications	\$ 190.00	\$ 190.00	\$ 380.00
11. Staff Education and Training	\$ 103.00	\$ -	\$ 103.00
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory):		\$ -	\$ -
Program/General Supplies	\$ 310.00	\$ -	\$ 310.00
		\$ -	\$ -
		\$ -	\$ -
TOTAL	\$ 34,069.00	\$ 6,104.00	\$ 40,173.00

Indirect As A Percent of Direct

Grantee Initials BG

Date 11/10/2021

Exhibit B-3 - Amendment #1, Budget Sheet

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, 2022 - June 30, 2023

Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 25,606.00	\$ 3,924.00	\$ 29,530.00
2. Employee Benefits	\$ 2,800.00	\$ 491.00	\$ 3,291.00
3. Consultants			\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational (Curriculum)	\$ 412.00	\$ -	\$ 412.00
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office	\$ 432.00	\$ -	\$ 432.00
6. Travel	\$ 171.00	\$ -	\$ 171.00
7. Occupancy	\$ 1,898.00	\$ -	\$ 1,898.00
8. Current Expenses		\$ -	\$ -
Telephone/IT	\$ 499.00	\$ -	\$ 499.00
Postage	\$ 149.00	\$ -	\$ 149.00
Subscriptions		\$ -	\$ -
Audit and Legal	\$ 930.00	\$ 930.00	\$ 1,860.00
Insurance	\$ 569.00	\$ 569.00	\$ 1,138.00
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Communications	\$ 190.00	\$ 190.00	\$ 380.00
11. Staff Education and Training	\$ 103.00	\$ -	\$ 103.00
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (specific details mandatory):		\$ -	\$ -
Program/General Supplies	\$ 310.00	\$ -	\$ 310.00
		\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 34,069.00	\$ 6,104.00	\$ 40,173.00

Indirect As A Percent of Direct

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: 0005379131



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of June A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of The Upper Room.
(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 9/15, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: Brenda Gugginsberg, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 10/22/21

Signature of Elected Officer *Charlene Puzzo*
Name: Charlene Puzzo
Title: President Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2021

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Michele Palmer PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: michele.palmer@crossagency.com <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B: NorGuard Ins Co</td> <td style="text-align: center;">31470</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B: NorGuard Ins Co	31470	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED The Upper Room A Family Resource Center 36 Tsienneto Road PO Box 1017 Derry NH 03038															

COVERAGES **CERTIFICATE NUMBER:** 21-22 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2267197	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2267197	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB765593	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UPWC246064 (3a.) NH	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AAI, CRIS
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Shilbarte
Commissioner

Joseph E. Ribeam, Jr.
Director

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.

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

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

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

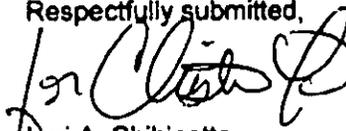
The Department selected the contractors through a competitive bid process using a Request for Grant Applications (RGA) that was posted on the Department's website from 4/7/2020 through 5/19/2020. The Department received 11 proposals, with one vendor withdrawing their proposal leaving a remaining 10 vendors.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

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

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

Areas served: Statewide

Respectfully submitted,


Lori A. Shibinette
Commissioner

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

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

CADY, Inc.

Vendor # 171395

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

The Chase Home

Vendor # 159596

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

City of Keene

Vendor # 177417

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

Crispin's House Coalition for Youth

Vendor #166693

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

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

Grafton County Alternative Sentencing

Vendor #

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

Manchester Police Athletic League

Vendor #

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

The Upper Room A Family Resource Center

Vendor # 225619

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

The Youth Council

Vendor # 154886

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

Valley Court Diversion Program Inc.

Vendor # 204178

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

Youth Assistance Program for Northfield, Sanbornton and Tilton Inc.

Vendor # 204385

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

Overall Total	\$270,955
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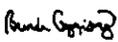
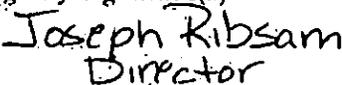
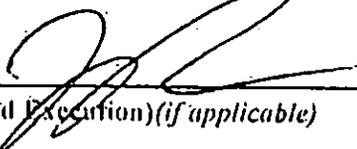
Juvenile Diversion Program Support Funding (RGA-2020-DCYF-01-JUVEN-07)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3. Grantee Name The Upper Room A Family Resource Center		1.4. Grantee 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 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 Brenda Guggisberg, 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 <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s)  Joseph Ribsam Director		1.15. Name & Title of State Agency Signor(s) 	
1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable) By:  Assistant Attorney General, On: 06 / 26 / 20			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____ / ____ / ____			

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including; but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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



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 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:

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



Exhibit A

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

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



Exhibit A

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



**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 DCYFInvoices@dhhs.nh.gov or invoices may be mailed to:

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



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

Exhibit B

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

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

Exhibit B-1, Budget Sheet

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
1. Total Salary/Wages	\$ 21,682.00	\$ 3,924.00	\$ 25,606.00
2. Employee Benefits	\$ 3,139.00	\$ 491.00	\$ 3,630.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational (Curriculum)	\$ 412.00	\$ -	\$ 412.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 432.00	\$ -	\$ 432.00
6. Travel	\$ 171.00	\$ -	\$ 171.00
7. Occupancy	\$ 1,898.00	\$ -	\$ 1,898.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone/IT	\$ 499.00	\$ -	\$ 499.00
Postage	\$ 149.00	\$ -	\$ 149.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 930.00	\$ 930.00
Insurance	\$ -	\$ 569.00	\$ 569.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 190.00	\$ 190.00
11. Staff Education and Training	\$ 103.00	\$ -	\$ 103.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Program/General Supplies	\$ 1,179.00	\$ -	\$ 1,179.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 29,664.00	\$ 6,104.00	\$ 35,768.00

Indirect As A Percent of Direct

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.

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Juvenile Diversion Program Support Funding Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Youth Council ("the Grantee").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on July 15, 2020, (Item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, Paragraph 20, and Exhibit C, Revisions to Standard Grant Agreement, Section 1, Revisions to Grant Amendment, General Provisions Exhibit, Subsection 1.1., the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Grant Agreement General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Grant Agreement, General Provisions, Block 1.8, Price Limitation, to read:
\$40,379.
3. Modify to change all references from "Contractor" to "Grantee" within Exhibit A Scope of Services and Exhibit B Methods and Conditions Precedent to Payment.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1, to read:
 - 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 through Exhibit B-3 – Amendment #1, Budget Sheet.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 6, to read:
 6. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall:
 - 6.1 Ensure each invoice is submitted in a form that is provided by, or otherwise acceptable to, the Department.
 - 6.2 Ensure each invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 6.3 Ensure each invoice includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 6.4 Ensure each invoice is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
6. Add Exhibit B-2 Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-3 Amendment #1 Budget Sheet, which is attached hereto and incorporated by

reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2021 upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/16/2021

Date

DocuSigned by:

Joseph E. Ribsam, Jr.

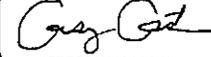
Name: Joseph E. Ribsam, Jr.

Title: Director

11/15/2021

Date

The Youth Council



Name: Casey Caster

Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/16/2021

Date

DocuSigned by:
J. Christopher Marshall

Name: J. Christopher Marshall
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2 - Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Youth Council

Budget Request for: Juvenile Diversion Program Support Funding

Budget Request for: July 1, 2021 to June 30, 2022

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 9,937.00		\$ 9,937.00
2. Employee Benefits	\$ 1,985.00		\$ 1,985.00
3. Consultants			\$ -
4. Equipment:			\$ -
Rental			\$ -
Repair and Maintenance			\$ -
Purchase/Depreciation			\$ -
5. Supplies:			\$ -
Educational			\$ -
Lab			\$ -
Pharmacy			\$ -
Medical			\$ -
Office	\$ 546.00		\$ 546.00
6. Travel			\$ -
7. Occupancy			\$ -
8. Current Expenses			\$ -
Telephone			\$ -
Postage			\$ -
Subscriptions			\$ -
Audit and Legal			\$ -
Insurance			\$ -
Board Expenses			\$ -
9. Software			\$ -
10. Marketing/Communications	\$ 250.00		\$ 250.00
11. Staff Education and Training	\$ 850.00		\$ 850.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
10% indirect	\$ -	\$ 1,360.00	\$ 1,360.00
	\$ -		\$ -
	\$ -		\$ -
TOTAL	\$ 13,568.00	\$ 1,360.00	\$ 14,928.00

Indirect As A Percent of Direct

10.0%

Grantee Initials 

Date 11/15/2021

Exhibit B-3 Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Youth Council

Budget Request for: Juvenile Diversion Program Support Funding

Budget Request for: July 1, 2022 to June 30, 2023

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 10,000.00		\$ 10,000.00
2. Employee Benefits	\$ 2,045.00		\$ 2,045.00
3. Consultants			\$ -
4. Equipment:			\$ -
Rental			\$ -
Repair and Maintenance			\$ -
Purchase/Depreciation			\$ -
5. Supplies:			\$ -
Educational			\$ -
Lab			\$ -
Pharmacy			\$ -
Medical			\$ -
Office	\$ 523.00		\$ 523.00
6. Travel			\$ -
7. Occupancy			\$ -
8. Current Expenses			\$ -
Telephone			\$ -
Postage			\$ -
Subscriptions			\$ -
Audit and Legal			\$ -
Insurance			\$ -
Board Expenses			\$ -
9. Software			\$ -
10. Marketing/Communications	\$ 250.00		\$ 250.00
11. Staff Education and Training	\$ 750.00		\$ 750.00
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandato	\$ -		\$ -
10% indirect	\$ -	\$ 1,360.00	\$ 1,360.00
	\$ -		\$ -
	\$ -		\$ -
TOTAL	\$ 13,568.00	\$ 1,360.00	\$ 14,928.00

Indirect As A Percent of Direct

10.0%

Grantee Initial 

Date 11/15/2021

State of New Hampshire

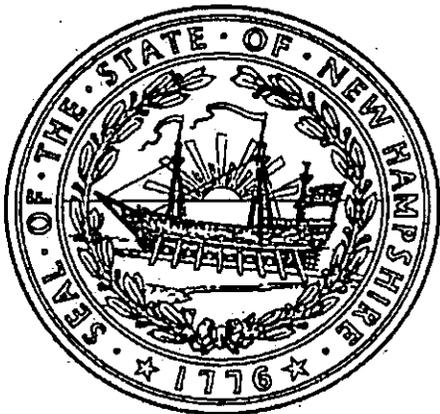
Department of State

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: 0005380239



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. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 17, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

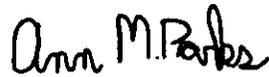
VOTED: That Casey Caster, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 11/12/21



Signature of Elected Officer

Name:

Title:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2021

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

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

PRODUCER Eaton & Berube Insurance Agency 11 Concord Street Nashua NH 03061	CONTACT NAME: Debra Amadei PHONE (A/C, No, Ext): 603-689-7229 FAX (A/C, No): E-MAIL ADDRESS: damadei@eatonberube.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Insurance Company NAIC # 23850	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 683266122 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2290476	6/18/2021	6/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY			PHPK2290476	6/18/2021	6/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB773226	6/18/2021	6/18/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2290476	6/18/2021	6/18/2022	Per Claim \$1,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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JUN30'20 AM10:47 DAS

mac



Lori A. Shilbrette
Commissioner

Joseph E. Ribeam, 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.

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

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

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

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

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

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

Areas served: Statewide

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

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

CADY, Inc. **Vendor # 171395**

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

The Chase Home **Vendor # 159596**

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

City of Keene **Vendor # 177417**

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

Crispin's House Coalition for Youth **Vendor #166693**

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

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

Grafton County Alternative Sentencing

Vendor #

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

Manchester Police Athletic League

Vendor #

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

The Upper Room A Family Resource Center

Vendor # 225619

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

The Youth Council

Vendor # 154886

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

Valley Court Diversion Program Inc.

Vendor # 204178

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

Youth Assistance Program for Northfield, Sanbornton and Tilton Inc.

Vendor # 204385

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

Overall Total	\$270,955
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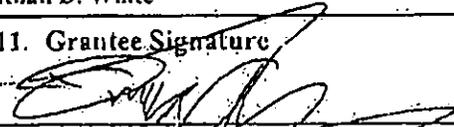
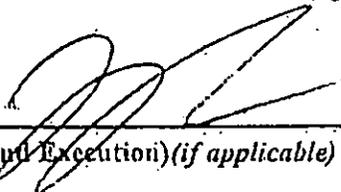
Juvenile Diversion Program Support Funding (RGA-2020-DCYF-01-JUVEN-08)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3. Grantee Name The Youth Council		1.4. Grantee Address 112 W PEARL STREET NASHUA, NH, 03060	
1.5. Grantee 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	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor DONNA Arias, Executive Director	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, on 6/25/20 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 or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace CATHERINE L JOHNSON Notary Public, State of New Hampshire My Commission Expires Sep. 18, 2024			
1.14. State Agency Signature(s) Signor(s) Joseph Ribsam Director		1.15. Name & Title of State Agency 	
1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable)			
By: Catherine Pinos Assistant Attorney General, On: 06/29/20			
1.17. Approval by Governor and Council (if applicable)			
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").

Grantee Initials DA
Date 6.11.20

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.3 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. **RECORDS AND ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials 
 Date 6-11-20

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- 14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17: **INSURANCE AND BOND.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
- 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
- 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
- 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
- 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
- 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials 
Date 6-17-20

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



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 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

Handwritten initials, possibly "DJA", in black ink.

Date

6-11-20

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



Exhibit A

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

[Handwritten Signature]
Date 6-11-20

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



Exhibit A

- experience and repaired social connections in collaboration with the youth, family and victims.
- 1.13. The Contractor shall ensure that all participants who successfully complete the program are deemed restored to full citizenship with the approval of the community, referral sources and upon notification to the victims of the participants completion.
- 1.14. The Contractor shall continue to utilize additional funding sources in order to maintain continuous program services, funding sources include but are not limited to:
 - 1.14.1. Fundraising
 - 1.14.2. Private donations and grants

[Handwritten Signature]



**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 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.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

The Youth Council

Exhibit B

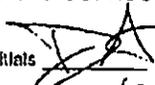
Contractor Initials

RGA-2020-DCYF-01-JUVEN-08

Page 1 of 2

Date

Rev. 01/08/19


 Contractor Initials
 Date 6-20



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

Exhibit B

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

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

The Youth Council

RGA-2020-DCYF-01-JUVEN-08

Rev. 01/08/19

Exhibit B

Page 2 of 2

Contractor Initials

Date

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

Exhibit B-1. Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Youth Council

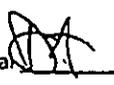
Budget Request for: RGA-2020-DCYF-01-JUVEN-08

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

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

Indirect As A Percent of Direct

0.0%

Contractor Initial 

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.

DA

9.11.20

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Juvenile Diversion Program Support Funding Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Valley Court Diversion Programs, Inc. ("the Grantee").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on July 15, 2020, (Item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 20, and Exhibit C, Revisions to Standard Grant Agreement, Section 1, Revisions to Grant Agreement, General Provisions Subsection 1.1., the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Grant Agreement General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Grant Agreement General Provisions, Block 1.8, Price Limitation, to read:
\$116,114.
3. Modify to change all references from "Contractor" to "Grantee" within Exhibit A Scope of Services and Exhibit B Methods and Conditions Precedent to Payment.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1, to read:
 - 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 through Exhibit B-3 – Amendment #1, Budget Sheet.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 6, to read:
 6. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall:
 - 6.1 Ensure each invoice is submitted in a form that is provided by, or otherwise acceptable to, the Department.
 - 6.2 Ensure each invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 6.3 Ensure each invoice includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 6.4 Ensure each invoice is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
6. Add Exhibit B-2 Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-3 Amendment #1 Budget Sheet, which is attached hereto and incorporated by

reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2021 upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/16/2021

Date

DocuSigned by:

Joseph E. Ribsam, Jr.

Name: Joseph E. Ribsam, Jr.

Title: Director

11/15/2021

Date

Valley Court Diversion Programs, Inc.

Ellen Wicklum

Name: Ellen Wicklum

Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/17/2021

Date

DocuSigned by:
J. Christopher Marshall

Name: J. Christopher Marshall
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2 - Amendment #1, Budget Sheet

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, 2021 to June 30, 2022

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 23,056.00	\$ -	\$ 23,056.00
2. Employee Benefits	\$ 4,804.00	\$ -	\$ 4,804.00
3. Consultants	\$ 3,334.00	\$ -	\$ 3,334.00
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5: Supplies:		\$ -	\$ -
Educational		\$ -	\$ -
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office		\$ -	\$ -
6. Travel	\$ 1,700.00	\$ -	\$ 1,700.00
7. Occupancy	\$ 1,544.00	\$ 154.40	\$ 1,698.40
8. Current Expenses		\$ -	\$ -
Telephone	\$ 259.00	\$ -	\$ 259.00
Postage		\$ -	\$ -
Subscriptions		\$ -	\$ -
Audit and Legal	\$ 2,262.00	\$ -	\$ 2,262.00
Insurance	\$ 2,611.00	\$ -	\$ 2,611.00
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Communications		\$ -	\$ -
11. Staff Education and Training	\$ 438.00	\$ -	\$ 438.00
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (Paypal, Background Check Fees)	\$ 165.00	\$ -	\$ 165.00
10% indirect		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTAL	\$ 40,173.00	\$ -	\$ 40,173.00

Indirect As A Percent of Direct

0.0%

Exi

Grantee Initials ds
EW

Exhibit B-3 - Amendment #1, Budget Sheet

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, 2022 to June 30, 2023

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 23,056.00	\$ -	\$ 23,056.00
2. Employee Benefits	\$ 4,804.00	\$ -	\$ 4,804.00
3. Consultants	\$ 3,334.00	\$ -	\$ 3,334.00
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational		\$ -	\$ -
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office		\$ -	\$ -
6. Travel	\$ 1,700.00	\$ -	\$ 1,700.00
7. Occupancy	\$ 1,544.00	\$ 154.40	\$ 1,698.40
8. Current Expenses		\$ -	\$ -
Telephone	\$ 259.00	\$ -	\$ 259.00
Postage		\$ -	\$ -
Subscriptions		\$ -	\$ -
Audit and Legal	\$ 2,262.00	\$ -	\$ 2,262.00
Insurance	\$ 2,611.00	\$ -	\$ 2,611.00
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Communications		\$ -	\$ -
11. Staff Education and Training	\$ 438.00	\$ -	\$ 438.00
12. Subcontracts/Agreements		\$ -	\$ -
13. Other (Paypal, Background Check Fees)	\$ 165.00	\$ -	\$ 165.00
10% indirect		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTAL	\$ 40,173.00	\$ -	\$ 40,173.00

Indirect As A Percent of Direct

0.0%

Grantee Initials DS
EW

State of New Hampshire

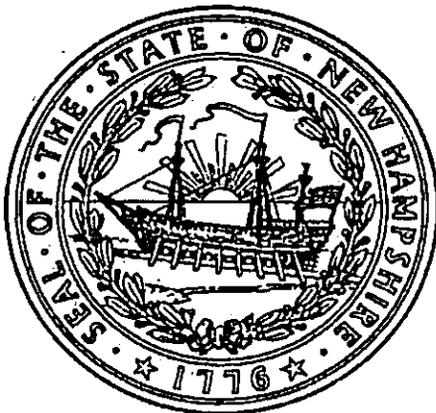
Department of State

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: 0005428438



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of August A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

1. Elizabeth Anne Clemens, 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 Valley Court Diversion Programs
(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 November 15, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

Is duly authorized on behalf of Valley Court Diversion Programs to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: Nov. 15, 2021

Elizabeth Anne Clemens
Signature of Elected Officer
Name: Elizabeth Anne Clemens
Title: Board President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2021

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE ROWLEY AGENCY INC. A B Gile a division of P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Christine Holman PHONE (A/C, No. Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Insurance Company INSURER B: Eastern Alliance Insurance Co. 10724 INSURER C: INSURER D: INSURER E: INSURER F:
--------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

COVERAGES **CERTIFICATE NUMBER: 21-22 all lines** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			PHPK2205543	1/11/2021	1/11/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMPOP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td> </td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMPOP AGG	\$ 3,000,000		\$
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PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 3,000,000																				
PRODUCTS - COMPOP AGG	\$ 3,000,000																				
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COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3A States: VT 01-0000131286-01	1/11/2021	1/11/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td style="text-align: right;">\$</td></tr> <tr><td><input type="checkbox"/> OTH-ER</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 500000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 500000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 500000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	\$	<input type="checkbox"/> OTH-ER	\$	E.L. EACH ACCIDENT	\$ 500000	E.L. DISEASE - EA EMPLOYEE	\$ 500000	E.L. DISEASE - POLICY LIMIT	\$ 500000				
<input checked="" type="checkbox"/> PER STATUTE	\$																				
<input type="checkbox"/> OTH-ER	\$																				
E.L. EACH ACCIDENT	\$ 500000																				
E.L. DISEASE - EA EMPLOYEE	\$ 500000																				
E.L. DISEASE - POLICY LIMIT	\$ 500000																				
A	Professional			PHPK2205543	1/11/2021	1/11/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Claim</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>annual Aggregate</td><td style="text-align: right;">3,000,000</td></tr> </table>	Each Claim	1,000,000	annual Aggregate	3,000,000										
Each Claim	1,000,000																				
annual Aggregate	3,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant St. Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE C Holman, CPCU, CIC/C <i>Christine Holman</i>
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JUN30'20 AM 10:47 DAS

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max



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

Lori A. Shibleyette
Commissioner

Joseph E. Ribsam, Jr.
Director

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.

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

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

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

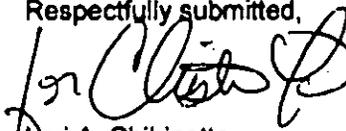
The Department selected the contractors through a competitive bid process using a Request for Grant Applications (RGA) that was posted on the Department's website from 4/7/2020 through 5/19/2020. The Department received 11 proposals, with one vendor withdrawing their proposal leaving a remaining 10 vendors.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

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

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

Areas served: Statewide

Respectfully submitted,


Lpri A. Shibinette
Commissioner

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

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

CADY, Inc. **Vendor # 171395**

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

The Chase Home **Vendor # 159596**

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

City of Keene **Vendor # 177417**

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

Crispin's House Coalition for Youth **Vendor #166693**

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

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

Grafton County Alternative Sentencing

Vendor #

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

Manchester Police Athletic League

Vendor #

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

The Upper Room A Family Resource Center

Vendor # 225619

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

The Youth Council

Vendor # 154886

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

Valley Court Diversion Program Inc.

Vendor # 204178

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

Youth Assistance Program for Northfield, Sanbornton and Tilton Inc.

Vendor # 204385

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

Overall Total	\$270,955
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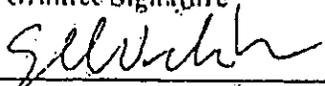
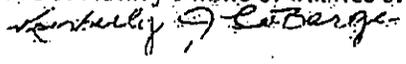
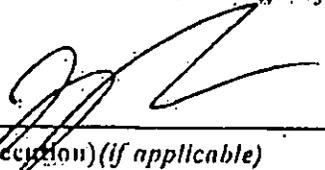
Juvenile Diversion Program Support Funding (RGA-2020-DCYF-01-JUVEN-09)

GRANT AGREEMENT

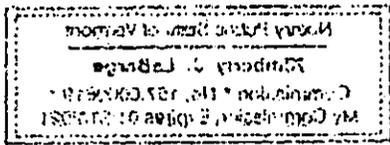
The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

I. Identification and Definitions.

1.1. State Agency Name Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3. Grantee Name Valley Court Diversion Programs, Inc.		1.4. Grantee Address 211 North Main Street White River Junction, VT, 05001	
1.5. 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 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 Eren Wicklorn Executive Director	
1.13. Acknowledgment: State of ^{Vermont} New Hampshire, County of _____, on _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace		<div style="border: 1px solid black; padding: 5px; width: fit-content;"> Notary Public State of Vermont Kimberly J. LaBerge Commission # No. 167.0000019 * My Commission Expires 01/31/2021 </div>	
1.14. State Agency Signature(s) Signor(s) <u>Joseph Ribsam</u> Director		1.15. Name & Title of State Agency 	
1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable)			
By: <u>Catherine Pinos</u> Assistant Attorney General, On: 06/26/20			
1.17. Approval by Governor and Council (if applicable)			
By:		On: / /	

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



3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or, upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of 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 employees of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage. In amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire; and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials SW
 Date 6/11/20

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



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 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

EW

RGA-2020-DCYF-01-JUVEN-09
Rev.09/08/18

Page 1 of 3

Date 6/18/20

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



Exhibit A

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

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



Exhibit A

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

1.13.1. Fundraising

1.13.2. Private donations and grants

Eew

6/11/20



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 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.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

Manchester Police Athletic League, Inc.

Exhibit B

Contractor Initials

EW

RGA-2020-DCYF-01-JUVEN-06

Page 1 of 2

Date

6/26/20



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

Exhibit B

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

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

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Valley Court Diversion Programs

Budget Request for: Juvenile Diversion Program Support Funding

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

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

Indirect As A Percent of Direct

0.0%

Contractor Initials *EW*

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.

EW

6/11/20

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Juvenile Diversion Program Support Funding Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Youth Assistance Program of Northfield, Sanbornton, Tilton, Inc. ("the Grantee").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on July 15, 2020, (Item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Grant Agreement, General Provisions, Paragraph 20, Amendment and Exhibit C, Revisions to Standard Grant Agreement, Section 1, Revisions to Grant Amendment, General Provisions Subsection 1.1, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Grant Agreement General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Grant Agreement General Provisions, Block 1.8, Price Limitation, to read:
\$116,114.
3. Modify to change all references from "Contractor" to "Grantee" within Exhibit A Scope of Services and Exhibit B Methods and Conditions Precedent to Payment.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1, to read:
 - 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 through Exhibit B-3 – Amendment #1 Budget Sheet.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 6, to read:
 6. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall:
 - 6.1 Ensure each invoice is submitted in a form that is provided by, or otherwise acceptable to, the Department.
 - 6.2 Ensure each invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 6.3 Ensure each invoice includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 6.4 Ensure each invoice is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
6. Add Exhibit B-2 Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-3 Amendment #1 Budget Sheet, which is attached hereto and incorporated by

DS

reference herein.

^{DS}
DS

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2021 upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/10/2021

Date

DocuSigned by:

Joseph E. Ribsam, Jr.

AAE4DFB3C88E438

Name: Joseph E. Ribsam, Jr.

Title: Director

Youth Assistance Program of Northfield, Sanbornton, Tilton.
Inc.

11/10/2021

Date

DocuSigned by:

Dawn Shimberg

058863E0739A410

Name: Dawn Shimberg

Title: Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/17/2021

Date

DocuSigned by:
J. Christopher Marshall
66DD468E3084403...

Name: J. Christopher Marshall
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2 - Amendment #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, 2021 - June 30, 2022			
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 23,067.74	\$ -	\$ 23,067.74
2. Employee Benefits	\$ 13,271.15	\$ -	\$ 13,271.15
3. Occupancy	\$ 3,834.11	-	\$ 3,834.11
TOTAL	\$ 40,173.00	\$ -	\$ 40,173.00

Indirect As A Percent of Direct

Grantee Initials DS

Date 11/10/2021

Exhibit B-3 - Amendment #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, 2022 - June 30, 2023			
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 23,067.74	\$ -	\$ 23,067.74
2. Employee Benefits	\$ 13,271.15	\$ -	\$ 13,271.15
3. Occupancy	\$ 3,834.11		\$ 3,834.11
TOTAL	\$ 40,173.00	\$ -	\$ 40,173.00

Indirect As A Percent of Direct

Grantee Initials DS

Date 11/10/2021

State of New Hampshire

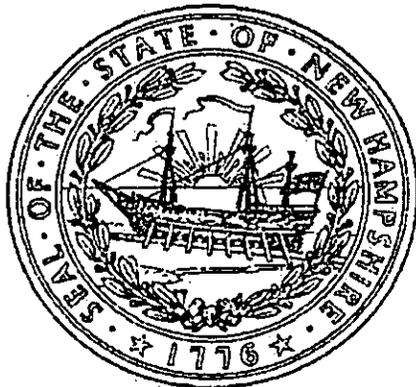
Department of State

CERTIFICATE

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

Business ID: 66720

Certificate Number: 0005428719



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of August A.D. 2021.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2021

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

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

PRODUCER Gale Insurance Agency, Inc. 288 Main Street P.O. Box 3069 Tilton NH 03276	CONTACT NAME: Rose-Marie Welch PHONE (A/C, No, Ext): (603) 286-8944 E-MAIL ADDRESS: rmwelch@metrocast.net	FAX (A/C, No): (603) 286-7864
	INSURER(S) AFFORDING COVERAGE	
INSURED Youth Assistance Program of Northfield, Sanbornton, Tilton, Inc PO Box 3068 Northfield NH 03276	INSURER A: West American Insurance Co	NAIC # 44393
	INSURER B: Ohio Casualty Insurance Co	24074
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL21111001245 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC OTHER:		BLW58200842	12/05/2021	12/05/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Expense Mod Factor 1 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAO58200842	04/05/2021	04/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	XWO58200842	12/05/2021	12/05/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER State of New Hampshire DHHS 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

JUN30'20 AM 10:47 DAS

||

MAC



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

Lori A. Shibleyette
Commissioner

Joseph E. Ribizzi, Jr.
Director

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.

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

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

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

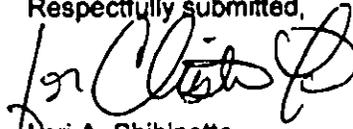
The Department selected the contractors through a competitive bid process using a Request for Grant Applications (RGA) that was posted on the Department's website from 4/7/2020 through 5/19/2020. The Department received 11 proposals, with one vendor withdrawing their proposal leaving a remaining 10 vendors.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

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

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

Areas served: Statewide

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

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

CADY, Inc.

Vendor # 171395

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

The Chase Home

Vendor # 159596

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

City of Keene

Vendor # 177417

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

Crispin's House Coalition for Youth

Vendor #166693

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

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

Grafton County Alternative Sentencing

Vendor #

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

Manchester Police Athletic League

Vendor #

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

The Upper Room A Family Resource Center

Vendor # 225619

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

The Youth Council

Vendor # 154886

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

Valley Court Diversion Program Inc.

Vendor # 204178

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

Youth Assistance Program for Northfield, Sanbornton and Tilton Inc.

Vendor # 204385

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

Overall Total	\$270,955
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Juvenile Diversion Program Support Funding (RGA-2020-DCYF-01-JUVEN-10)

GRANT AGREEMENT

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

GENERAL PROVISIONS

I. Identification and Definitions.

1.1. State Agency Name Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3. Grantee Name Youth Assistance Program of Northfield, Sanbornton, Tilton, Inc.		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 \$35,768
1.9. Grant Officer for State Agency Nathan D. White		1.10. State Agency Telephone Number (603) 271-9631	
1.11. Grantee Signature <i>Dawn B. Stenberg</i>		1.12. Name & Title of Grantee Signor <i>Dawn B. Stenberg, Director</i>	
1.13. Acknowledgment: State of New Hampshire, County of <i>Belknap</i> , on <i>6/25/20</i> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11.; and acknowledged that <u>she</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) <i>Jesse L. Renauld-Smith</i> JESSE L. RENAULD-SMITH Justice of the Peace-NH My Commission Expires Oct. 28, 2021			
1.13.2. Name & Title of Notary Public or Justice of the Peace <i>Jesse Renauld-Smith Justice of the Peace</i>			
1.14. State Agency Signature(s) Signor(s) <i>Joseph Ribsam</i> <i>Director</i>		1.15. Name & Title of State Agency <i>[Signature]</i>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable) By: <i>Catherine Pinos</i> Assistant Attorney General, On: <i>06/26/20</i>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <i>1/1</i>			

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

- 3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.3 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
- 6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
- 7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- 10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. **CONFLICT OF INTEREST.** No officer, member or 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

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

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



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

Youth Assistance Program of Northfield, Sanbornton
and Tilton

Exhibit A

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



Exhibit A

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

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



Exhibit A

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

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

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



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 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.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

Youth Assistance Program of Northfield, Sanbomton
and Tillon

Exhibit B

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Date 6-26-20

Rev. 01/08/19

Alan A. Stunking



**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.

Youth Assistance Program of Northfield, Sanbornton
and Tilton

Exhibit B

Contractor Initials

ASB

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Date 6-26-20

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Adam B. Shunkberg

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services			
Grantee Name Youth Assistance Program of Northfield, Sanbornton and Tilton, Inc.			
Budget Request for: Juvenile Diversion Program Support Funding			
Grant Period: July 1, 2020 - June 30, 2021			
Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 20,538.34	\$ -	\$ 20,538.34
2. Employee Benefits	\$ 11,815.96	\$ -	\$ 11,815.96
7. Occupancy	\$ 3,413.70	\$ -	\$ 3,413.70
TOTAL	\$ 35,768.00	\$ -	\$ 35,768.00

Indirect As A Percent of Direct

Contractor Initials ASB

Date 6-26-20
Devin B. Skerbing

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.