



**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
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August 24, 2022

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

REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to hold an organized meeting on October 29, 2022, by conducting the one-day Caregiver Conference, "It's A New Day," for a total conference cost not to exceed \$23,043.36, effective upon Governor and Council approval, through October 30, 2023. 100% Federal Funds.
- 2) Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **Sole Source** contract with the Capital Hotel Company , Concord, NH (VC#388614), in the amount of \$23,043.36, to provide rental space, audio/visual equipment, and catering services during the one-day Caregiver Conference, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through October 30, 2023. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2023, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-421010-2974000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, ADOPTION SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Program Services	TBD	\$23,043.36
			Subtotal	\$23,043.36

EXPLANATION

This request is to 1) host an organized meeting by conducting the Caregiver Conference, which will be attended by approximately 250 individuals, including non-State employees, and 2) to enter into **Sole Source** contract with the Grappone Conference Center to provide the required rental space, audio/visual equipment, and catering services for the conference.

This request is Sole Source because the Grappone Conference Center is the only known vendor within Concord, NH that is able to provide all necessary space and services. Caregivers will be traveling from all over New Hampshire, and, therefore, a central location is necessary. The

Department also requires a facility that has capacity to have all 250 people in one room, while also offering additional smaller function rooms for breakout training sessions as well as providing audio and visual equipment such as microphones and projectors. Since this is an all-day conference, food and beverages are necessary as well. It was determined that Concord, NH was centrally located; however, within the Concord area, there are very few conference centers. The Grappone Conference Center was able to accommodate the Department's conference needs, including space capacity, audio and visual equipment, and food, all in one location. The only potential alternative to the Grappone Conference Center could not hold more than 220 attendees.

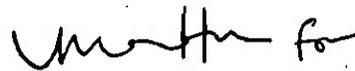
This one-day conference will be provided to New Hampshire's foster, relative and adoptive caregivers who provide support, love and open their homes to children in need of out of home placement. This conference will focus on providing required educational training for caregivers as well as an opportunity for NH's Caregivers to network and connect with one another. The purpose of this conference is to raise awareness as to the needs of the foster care program, provide support and training to current caregivers and seamlessly bring new foster and adoptive parents into the licensing funnel. This conference will not only provide support to our caregivers and grow our current pool of placement possibilities, but it will also provide an opportunity to strengthen the culture of our caregiver community as well as improve our retention of current caregivers. The target audience will be current foster, adoptive and relative caregivers as well as potential foster and adoptive caregivers and community partners.

Should the Governor and Council not authorize this request, the Department would be unable to offer this conference that is an annual event and has been offered for years. It is not only a morale booster for those families who provide out of home care, but also affords them required training hours necessary to maintain their foster care license. Foster, adoptive and relative caregivers are the core of DCYF and without them, children entering into the child welfare system would have one placement option, congregate care.

Federal Funds: Assistance Listing Number #93.6029, FAIN #2001NHAIPP, Administration for Children and Families

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner



**New Hampshire Department of Health and Human Services
Grappone Conference Center**

**AGREEMENT BETWEEN THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES,
DIVISION OF PUBLIC HEALTH SERVICES
AND THE Capital Hotel Company II, LLC.**

This Agreement is entered into by and between the State of New Hampshire, Department of Health and Human Services, Division for Children, Youth and Families (hereinafter "Department"), and the Capital Hotel Company II, LLC. (hereinafter "Contractor," of 70 Constitution Avenue, Concord, New Hampshire 03301.

WHEREAS, the Department requires rental space, audio/visual equipment, and catering services during the one-day Caregiver Conference on October 29, 2022,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree:

Table 1:

Date	Time	Function	Room	Agr	Gtd
Sat, Oct 29	6:00 AM - 8:00 AM	Set-up	Pre-function Area		
Sat, Oct 29	8:00 AM - 9:00 AM	Continental Breakfast	Pre-function Area	250	
Sat, Oct 29	8:00 AM - 5:00 PM	Break-out	Webster Room		
Sat, Oct 29	8:00 AM - 5:00 PM	Break-out	Pierce Room		
Sat, Oct 29	8:00 AM - 5:00 PM	Break-out	Concord Room		
Sat, Oct 29	8:00 AM - 5:00 PM	Break-out	Capital Room		
Sat, Oct 29	8:00 AM - 5:00 PM	Break-out	Merrimack Room		
Sat, Oct 29	8:00 AM - 5:00 PM	Exhibits	Pre-function Area		
Sat, Oct 29	8:00 AM - 5:00 PM	General Session	Granite Ballroom	250	
Sat, Oct 29	10:00 AM - 11:00 AM	Break	Pre-function Area	250	
Sat, Oct 29	12:00 PM - 1:00 PM	Lunch Buffet	Pre-function Area	250	
Sat, Oct 29	2:00 PM - 3:00 PM	Break	Pre-function Area	250	

Function Room Rental				
Quantity	Item	Price	Amount	
1	Webster Room	\$400.00		\$400.00
1	Pierce Room		\$400.00	\$400.00
1	Concord Room		\$300.00	\$300.00
1	Capital Room		\$200.00	\$200.00
1	Merrimack Room		\$300.00	\$300.00
1	Granite Ballroom		\$2,400.00	\$2,400.00
			Subtotal:	\$4,000.00



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		NH State Tax 8.50%:	\$340.00
		Function Room Rental Total:	\$4,340.00
Food			
Quantity	Item	Price	Amount
250	THE CONTINENTAL	\$12.00	\$3,000.00
250	COFFEE BREAK	\$3.00	\$750.00
250	CAPITAL CITY HOT BUFFET	\$28.00	\$7,000.00
330	Assorted Sodas on Consumption	\$3.00	\$990.00
250	COFFEE BREAK	\$3.00	\$750.00
		Subtotal:	\$12,490.00
		Service Charge 14.00%:	\$1,748.60
		Taxable Service Charge 6.00%:	\$749.40
		NH State Tax 8.50%:	\$1,125.36
		Food Total:	\$16,113.36

Audio Visual			
Quantity	Item	Price	Amount
1	- Projector Package	\$215.00	\$215.00
1	- Projector Package	\$215.00	\$215.00
1	- Projector Package	\$215.00	\$215.00
3	- Wireless Handheld Microphone(s)	\$120.00	\$360.00
4	- Risers for Staging	\$40.00	\$160.00
15	- 6' Exhibit Table(s) with 1 Chair	\$40.00	\$600.00
7	- Exhibit Electricity	\$40.00	\$280.00
1	- Projector Package	\$215.00	\$215.00
1	- Projector Package	\$215.00	\$215.00
1	- VGA Cable and Amplifier (for simultaneous projection)	\$55.00	\$55.00
1	- AV Interface Box (House Sound)	\$60.00	\$60.00
		Subtotal:	\$2,590.00
		Audio Visual Total:	\$2,590.00

Check Subtotal	\$19,080.00
Total Service Charges Total	\$1,748.60
Taxable Service Charges	\$749.40
Total Taxes	\$1,465.36
Check Grand Total	\$23,043.36
Deposit Paid	\$23,043.36
Balance Due	\$0.00

1. PAYMENT

1.1. Price Limitation:

1.1.1. The total to be paid or reimbursed under this Agreement from the Department to the Contractor shall not exceed \$23,043.36. The parties may increase this limit upon mutual agreement with appropriate approvals as required pursuant to the laws of the State of New Hampshire for government contracting.

1.1.2. The Contractor shall submit an invoice shall submit an invoice to the Department



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by November 15, 2022, which identifies and requests reimbursement for authorized expenses incurred for services provided on October 29, 2022. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. The Department shall make payment to the Contractor within thirty (30) days of receipt of the invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

- 1.1.3. The Department reserves the right to offset from any amounts otherwise payable to The Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

1.1.3.1.1. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DCYFInvoices@dhhs.nh.gov or mailed to:

1.1.3.1.2. Financial Manager

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

- 1.1.4. Notwithstanding any provision of this Agreement to the contrary, all obligations of the Department hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the scope of service.

2. Effective Date and Duration:

- 2.1. The Term of this Agreement shall be effective upon Governor and Executive Council approval and shall terminate on October 30, 2023, unless sooner terminated or extended in accordance with the terms of this Agreement. The parties may extend this Agreement for up to two (2) years, subject to the continued appropriation of funds, satisfactory performance, and the approval of the Governor and Executive Council.

3. Indemnification:

- 3.1. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, or subcontractors, including but not limited to negligent, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. 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.



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4. Confidentiality:

4.1. Any and all confidential information obtained or received by the Contractor shall be kept confidential and shall not be disclosed to anyone for any reason, unless required by law. "Confidential Information" means all information owned, managed, created, or received from the Individuals, the Department, any other agency of the State, or any medical provider, that is protected by Federal or State information security, privacy or confidentiality laws or rules. Confidential Information includes, but is not limited to, Derivative Data, protected health information (PHI), personally identifiable information (PII), federal tax information (FTI), Social Security Administration information (SSA) and criminal justice information services (CJIS) and any other sensitive confidential information provided under the Agreement. This covenant shall survive the termination of the Agreement.

5. Assignment:

5.1. The Contractor shall not assign any interest in this Agreement without prior written notice, which shall be provided to the Department at least fifteen (15) days prior to the assignment, and a written consent of the Department. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

6. Modification:

6.1. No modification of this Agreement shall be binding upon the other Party unless made in writing and agreed upon by both Parties to this Agreement. Either Party may terminate this Agreement for any reason or for no reason upon thirty (30) days written notice to the other Party.

7. Severability:

7.1 In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and shall remain in full force and affect.

8. Jurisdiction:

8.1. This Agreement shall be governed by, interpreted and enforced under the laws of the State of New Hampshire without making reference to its conflicts of laws or choice of laws provisions. The Parties consent to a state court located in the state of New Hampshire as having the sole jurisdiction of any and all controversies that may arise under this Agreement.

9. Entire Agreement:

9.1. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.



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10. Insurance:

- 10.1. The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 10.2. Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and
- 10.3. Special cause of loss coverage form covering all property subject to this Agreement in an amount of not less than 80% of the whole replacement value of the property.
- 10.4. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 10.5. The Contractor shall furnish to the Department, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Department, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

11. Workers' Compensation:

- 11.1. By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 11.2. To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Department, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

12. Contractor's Relation to the State:

- 12.1. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.



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SIGNATURES

**On Behalf Of: State of New
Hampshire Printed Name:**

Signature: Joseph E. Ribsam, Jr.

Date: 8/31/2022

**On Behalf of the Courtyard by Marriott Hotel and Grappone
Conference Center Name:**

Signature: Pamela Bissonnette

Date: 8/30/2022



New Hampshire Department of Health and Human Services
Grappone Conference Center

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

OFFICE OF THE ATTORNEY GENERAL

9/27/2022

Date

DocuSigned by:
Robyn Guarino
7467302A1397A00
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Agreement 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:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CAPITAL HOTEL COMPANY II, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 28, 1999. 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: 333453

Certificate Number: 0005853004



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. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



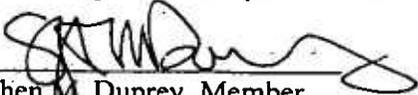
CAPITAL HOTEL COMPANY, LLC

Member's Certificate

The undersigned, being a member of Capital Hotel Company II, LLC (the "LLC"), hereby certifies that the following is a true copy of the resolutions duly adopted by the members of the limited liability company by a unanimous written consent on July 1, 2006, and that such resolutions have not been modified, amended or rescinded and are still in force and effect as of this date:

1. To authorize Pamela Bissonnette, COO, to negotiate, execute and deliver on behalf of the LLC any and all documents, including contracts with the State of New Hampshire and its various departments, which may include but is not limited to the Department of Safety, the Department of Health and Human Services, the Department of Education, the New Hampshire Board of Nursing and the University of New Hampshire.

The undersigned has duly executed this certificate this 26 day of Sept 2022.

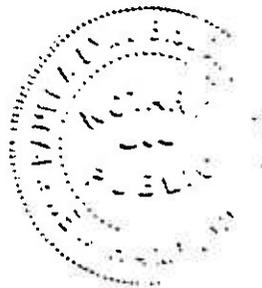
By: 
Stephen M. Duprey, Member
Duly Authorized

THE STATE OF NEW HAMPSHIRE
Merrimack, SS.

On the 26th day of Sept, 2022, before me, Pamela Bissonnette, the undersigned officer, appeared Stephen Duprey, known to me (or satisfactorily proven) to be the person whose name appears above, and s/he subscribed her/his name to the foregoing instrument and swore that the facts contained in this Certificate are true to the best of her/his knowledge and belief.


Justice of the Peace/Notary

My Commission Expires: 8/5/25



Additional Named Insureds

Other Named Insureds

Capital Hotel Company I, LLC

Capital Hotel Company II, LLC

Capital Hotel Company III, LLC

Capital Hotel Company IV, LLC

Capital Hotel Company V, LLC

Capital Hotel Company VI, LLC

Duprey Hospitality LLC

Duprey Service Company LLC

Stephen Duprey

Steves Greens LLC

The Duprey Company, LLC

CAREGIVER CONFERENCE 2022

Saturday, October 29 | Grappone Conference Center

TITLE: IT'S A NEW DAY

DRAFT SCHEDULE AND NOTES

Time	Activity	Description	Location	Speakers / Leaders
8:00 - 8:30	Check-in	<p>Participants check-in.</p> <p>Receive lanyard/name tag to personalize, a raffle ticket, and a swag bag containing a "clue" for the ice-breaker game ("Find another participant who..." "Go and introduce yourself to a person who...")</p> <p>They have coffee, mingle and check out the ongoing activities taking place in the Lounge (see below)</p>	The Lounge	n/a
8:30 - 4:30 ONGOING	<ul style="list-style-type: none"> - Coffee Station - Networking - Resource Fair - Graffiti/Storytelling Wall - Photo Booth - meditate / pray / reflect room 	<p>At any time throughout the day, participants can return to the Lounge, have a sip of coffee, mingle, check out the organizations/individuals that are present at the "resource fair*", doodle on the storytelling wall, or find some quiet in the well-being corner.</p> <p>*The Resource Fair will feature established organizations providing services to Foster Parents but also</p> <ul style="list-style-type: none"> - Seasoned Foster Parents - Youth representatives available to have a conversation and share advice 	<p>The Lounge</p> <p>The Well-Being Room</p>	

DRAFT #2 (06/20)

		- One table for prospective foster parents willing to find out more		
8:30 - 9:15	Welcome Session	Objective: set the tone, excitement for the day ahead, explain what to expect, recognition for the efforts. Special mention of foster parents who referred other parents. Dynamic Ice-breaker game	The Auditorium	DCYF
9:30 - 11:30	Session 1/A	Best Practices Peer to Peer #1	Room 1	Shawnasey - Foster Care Manager + Foster Parent
9:30 - 10:30	Session 2	Fostering Teens	Room 2	In collaboration with DCYF Adolescent Program, engaging aged out teens
9:30 - 10:30	Session 3	Self-care	Room 3	Life-Coach to be identified
10:45 - 11:45	Session 4	Fostering Special Needs / Autism	Room 2	Expert Special Needs Educator (Carol to Provide)
10:45 - 11:45	Session 5	Trauma tool-box	Room 3	Tik-tok influencer ZOOM
12:00 - 1:00	BREAK	Buffet Lunch + SPA ON THE GO - 10 minute neck & shoulder massage stations	The Lounge	Massage provider
12:45 - 1:45	Activity 1 & 2	Option 1: TEAM BUILDING BOARDS Option 2: YOGA & MINDFULNESS	2 spacious empty rooms	
2:00 - 4:00	Session 1/B	Best Practices Peer to Peer #2:	Room 1	Foster parent name TBC +

DRAFT #2 (06/20)

				Central Unit supervisor name - TBC
2:00 - 3:00	Session 2	Fostering Teens Same as AM	Room 2	Same as AM
2:00 - 3:00	Session 3	Self-care Same as AM	Room 3	Same as AM
3:00 - 4:00	Session 4	Fostering Special Needs / Autism Same as AM	Room 2	Same as AM
3:00 - 4:00	Session 5	The trauma toolbox Same as AM	Room 3	Same as AM
4:00 - 4:30	Closing	Final remarks 1 last "game" to end on a high note	The Auditorium	DCYF