

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

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33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

174

November 2, 2022

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to amend, **retroactive to October 1, 2022**, existing Residential Substance Abuse Treatment (RSAT) program subgrants with the Sullivan County Department of Corrections, Unity New Hampshire (Vendor #177482-B007), approved by the Governor and Executive Council on October 23, 2019, item #87 and further amended and approved by the Governor and Executive Council on October 13, 2021, item #92D and the Merrimack County Department of Corrections, Merrimack NH (Vendor # 177435-B007), approved by the Governor and Executive Council on November 6, 2019, item #53 and further amended and approved by the Governor and Executive Council on October 13, 2021, item #92D by extending the end dates only from September 30, 2022, to September 30, 2023, upon approval of the Governor and Executive Council. No additional funds are involved in this time extension.

EXPLANATION

This item is **retroactive** to October 1, 2022, because the time extension from the Federal Government was not granted in time to produce the amendment paperwork in time for the September 21, 2022 Governor and Executive Council meeting.

The Residential Substance Abuse Treatment (RSAT) program is granted to the Department of Justice (DOJ) by the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. Its purpose is to assist states and units of local government to establish and maintain residential substance abuse treatment programs in correctional and detention facilities where adult and juvenile offenders are incarcerated for a sufficient period of time to permit substance abuse treatment.

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
November 2, 2022
Page 2 of 2

This subgrant extension will allow the Sullivan County Department of Corrections to utilize remaining funds, in the amount of \$13,629, to continue to expand and improve its Transitional Reentry and Inmate Lifeskills (TRAILS) program, which focuses on group counseling, drug testing, and enhanced aftercare programs for high-risk individuals.

This subgrant extension will also allow the Merrimack County Department of Corrections to utilize remaining funds, in the amount of \$29,405, to continue to support and sustain its Successful Offender Adjustment & Reentry (SOAR) program, which uses Medically Assisted Treatment (MAT), connections with safe and sober housing, case management, peer support, job placement programming, educational classes, counseling, meditation, substance abuse programs, and mandatory aftercare services.

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

Please let me know if you have any questions concerning this request. Thank you for your consideration of this request.

Respectfully submitted,



John M. Formella
Attorney General

#3765885

 ORIGINAL

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND SULLIVAN COUNTY
DEPARTMENT OF CORRECTIONS
2ND CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Sullivan County Department of Corrections (Contractor).

WHEREAS, pursuant to an Agreement ("Contract"), the sum limitation of \$33,630 for services required upon the terms and conditions specified in the Contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20; amendment, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Contractor and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract
 - a. Paragraph 1.7; Completion Date: Shall be amended from September 30, 2022, to September 30, 2023.
2. Effective Date of Amendment
 - a. This Amendment shall take effect upon Governor and Council approval.
3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

Mark Durr
Sullivan County Department of Corrections

9/19/22
Date

Kathleen Carr
Kathleen B. Carr
Director of Administration

10/05/2022
Date

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

/s Christopher Bond
Attorney

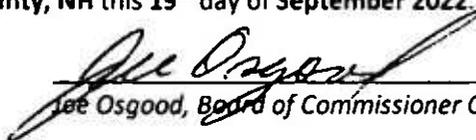
10/21/22
Date

CERTIFICATE OF VOTE/AUTHORITY

I, Joe Osgood of the Sullivan County, NH, do hereby certify that:

1. I am the duly elected Commissioner Clerk of the (Corporation:) County of Sullivan, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the Corporation;
3. I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
4. The following are true, accurate and complete copies of the resolutions duly adopted by the Corporation at a meeting of the Board of Commissioners held in accordance with New Hampshire State laws on Monday, September 22, 2022; 19 10.
5. **RESOLVED:** That this Corporation may enter into any and all agreements and contracts, amendments, renewals, revisions or modifications thereto, with the Department of Justice;
6. **RESOLVED:** That the Superintendent of the Department of Corrections, Mark Deem, is hereby authorized on behalf of this corporation to enter into said agreements and contracts with the NH Department of Justice, for the Residential Substance Abuse Treatment program, and to execute any and all documents, agreements, contracts, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. Derek R. Ferland is the duly appointed County Manager – Fiscal Agent of the Corporation.
7. The foregoing resolutions have not been amended, revoked or expired (since the August 5, 2019, resolution was granted) and remain in full force and effective as of today Monday, September 19, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand as the Commissioner Clerk of the Sullivan County, NH this 19th day of September 2022.



Joe Osgood, Board of Commissioner Clerk

STATE OF NH
COUNTY OF SULLIVAN

(SEAL OF COUNTY OF SULLIVAN, NH)



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: Sullivan County 14 Main Street Newport, NH 03773		Member Number: 606	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	7/1/2022	7/1/2023	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	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			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: <i>Mary Beth Purcell</i>
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			Date: 9/12/2022 mpurcell@nhprimex.org
			Please direct Inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND MERRIMACK COUNTY
DEPARTMENT OF CORRECTIONS
2ND CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Merrimack County Department of Corrections (Contractor).

WHEREAS, pursuant to an Agreement ("Contract"), the sum limitation of \$33,630 for services required upon the terms and conditions specified in the Contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20; amendment, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Contractor and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

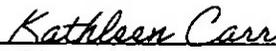
1. Amendment and Modification of Contract
 - a. Paragraph 1.7; Completion Date: Shall be amended from September 30, 2022, to September 30, 2023.
2. Effective Date of Amendment
 - a. This Amendment shall take effect upon Governor and Council approval.
3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.



Merrimack County Department of Corrections



Date

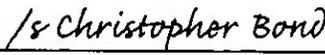


Kathleen B. Carr
Director of Administration

10/11/2022

Date

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



Attorney

10/12/22

Date

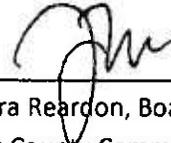
CERTIFICATE OF AUTHORITY for MERRIMACK COUNTY DEPARTMENT OF CORRECTIONS

I, Tara Reardon, Chair of the Merrimack County Board of Commissioners, do hereby certify that:

1. The Board of Commissioners authorizes the County Administrator to execute any documents which may be necessary to enter into contracts between the New Hampshire Department of Justice and the Merrimack County Department of Corrections;
2. This authorization was in full force and effect on the date the contract was signed by the county representative, Ross L. Cunningham;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof and at least thirty days hereafter; and
4. The following now occupies the office indicated above:

Ross L. Cunningham

IN WITNESS WHEREOF, I have hereunto set my hand as the Commission Chair this 12th day of September, 2022.



Tara Reardon, Board Chair
Merrimack County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 12th day, month of September, 2022,
before me Melinda A. Harrison the undersigned officer, personally appeared Tara Reardon who acknowledged herself to be the Chair of the Merrimack County Board of Commissioners and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my official seal.



Justice of the Peace/Notary Public

Commission Expiration Date: 5.20.2025





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: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303		Member Number: 604	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	1/1/2022	1/1/2023	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: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			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
NH Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 3/11/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

92D SAM

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

September 23, 2021

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to amend, **retroactive to October 1, 2021**, existing Residential Substance Abuse Treatment (RSAT) program subgrants with the Sullivan County Department of Corrections, Unity, New Hampshire (Vendor #177482-B007, Purchase Order #1070808), approved by the Governor and Executive Council on October 23, 2019, item #87 and the Merrimack County Department of Corrections, Boscawen, New Hampshire (Vendor #177435-B007, Purchase Order #1071545), approved by the Governor and Executive Council on November 6, 2019, item #53, by extending the end date only from September 30, 2021 to September 30, 2022. No additional funds are involved in this time extension.

EXPLANATION

This item is **retroactive** because the contract amendments were not received at this office for timely consideration by the Governor and Executive Council prior to September 30, 2021.

The Residential Substance Abuse Treatment (RSAT) program is granted to the Department of Justice (DOJ) by the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. Its purpose is to assist states and units of local government to establish and maintain residential substance abuse treatment programs in correctional and detention facilities where adult and juvenile offenders are incarcerated for a sufficient period of time to permit substance abuse treatment.

This subgrant extension will allow the Sullivan County Department of Corrections to continue to expand and improve its Transitional Reentry and Inmate Lifeskills (TRAILS) program, which focuses on group counseling, drug testing and enhanced aftercare programs for high-risk individuals.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
September 23, 2021
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This subgrant extension will also allow the Merrimack County Department of Corrections to continue to support and sustain its Successful Offender Adjustment & Reentry (SOAR) program, which uses Medically Assisted Treatment (MAT), connections with safe and sober housing, case management, peer support, job placement programming, educational classes, counseling, meditation, substance abuse programs and mandatory aftercare services.

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

Please let me know if you have any questions concerning this request. Thank you for your consideration of this request.

Respectfully submitted,



John M. Formella
Attorney General

#3312681

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND SULLIVAN COUNTY
DEPARTMENT OF CORRECTIONS
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Sullivan County Department of Corrections (Contractor).

WHEREAS, pursuant to an Agreement ("Contract"), the sum limitation of \$33,630.00 for services required upon the terms and conditions specified in the Contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20; Amendment, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Contractor and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract

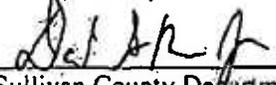
- a. Paragraph 1.7; Completion Date: Shall be amended from September 30, 2021 to September 30, 2022.

2. Effective Date of Amendment

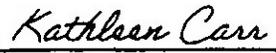
- a. This Amendment shall take effect upon Governor and Council approval.

3. Continuance of Agreement

- a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.


Sullivan County Department of Corrections

9-1-2021
Date


Kathleen B. Carr
Director of Administration

09-17-2021
Date

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


Attorney

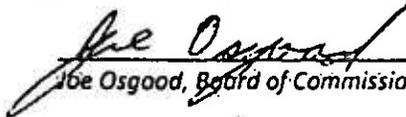
9/20/2021
Date

CERTIFICATE OF VOTE/AUTHORITY

I, Joe Osgood of the Sullivan County, NH, do hereby certify that:

1. I am the duly elected Commissioner Clerk of the (Corporation:) County of Sullivan, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the Corporation;
3. I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
4. The following are true, accurate and complete copies of the resolutions duly adopted by the Corporation at a meeting of the Board of Commissioners held in accordance with New Hampshire State laws on Monday, September 13, 2021;
5. RESOLVED: That this Corporation may enter into any and all agreements and contracts, amendments, renewals, revisions or modifications thereto, with the Department of Justice;
6. RESOLVED: That the Superintendent of the Department of Corrections, David A. Berry Jr., is hereby authorized on behalf of this corporation to enter into said agreements and contracts with the NH Department of Justice, for the Residential Substance Abuse Treatment program, and to execute any and all documents, agreements, contracts, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. Derek R. Ferland is the duly appointed County Manager – Fiscal Agent of the Corporation.
7. The foregoing resolutions have not been amended, revoked or expired (since the August 5, 2019, resolution was granted) and remain in full force and effective as of today Monday, September 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand as the Commissioner Clerk of the Sullivan County, NH this 13th day of September 2021.



Joe Osgood, Board of Commissioner Clerk

STATE OF NH
COUNTY OF SULLIVAN

(SEAL OF COUNTY OF SULLIVAN, NH)

 ORIGINAL



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: Sullivan County 14 Main Street Newport, NH 03773		Member Number: 606	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)	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			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	Primex ³ - NH Public Risk Management Exchange
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 9/14/2021 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

87 Jan

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

October 4, 2019

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to retroactively enter into contract agreements, totaling \$67,260, with the subgrantees listed below for the purpose of providing residential substance abuse treatment programs from the Federal Residential Substance Abuse Treatment Grant Program (RSAT) effective October 1, 2019 through September 30, 2021, upon approval of the Governor and Executive Council. 100% Federal Funds.

Funds to support this request are available in FY 2020 as follows: 02-20-20-4475
Residential Substance Abuse Treatment, 072-500574, Grants Federal:

<u>Subgrantee</u>	<u>Vendor #</u>	<u>Amount</u>
Sullivan County Department of Corrections	177482-B007	\$33,630
Strafford County Department of Corrections	177478-B002	\$33,630
Total:		<u>\$67,260</u>

EXPLANATION

This item request is retroactive because the full and correct contracts were not received by this office from the subgrantee for timely consideration by Governor and Council prior to September 30, 2019.

The RSAT is a federal formula grant program from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. Its purpose is to assist states and units of local government to establish and maintain residential substance abuse treatment programs in

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
October 4, 2019
Page 2 of 2

correctional and detention facilities where adult and juvenile offenders are incarcerated for a sufficient period of time to permit substance abuse treatment.

This request is to subgrant funds to the Sullivan County Department of Corrections and the Stafford County Department of Corrections for the purpose of enhancing substance abuse treatment programs.

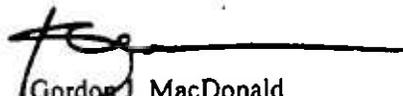
The Sullivan County Department of Corrections will utilize the funds to expand and improve the Transitional Reentry and Inmate Life Skills (TRAILS) program. This program focuses on group counseling, drug testing and enhanced aftercare programs for high-risk individuals.

The Stafford County Department of Corrections will utilize the funds to enhance their Cognitive Behavioral Therapy (CBT) program. This program combines weekly safety classes, motivational group sessions with a licensed alcohol and drug addiction counselor, parenting skill classes, drug testing, medical assistance treatment and aftercare planning for all inmates in need of service.

In the event that federal funds become no longer available, General Funds will not be requested to support this subgrant item.

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

Respectfully submitted,


Gordon J. MacDonald
Attorney General

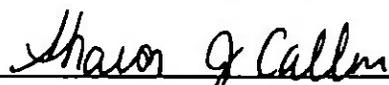
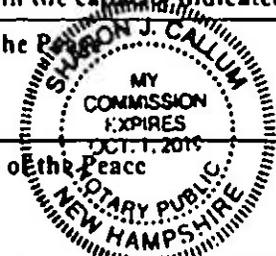
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GRANT AGREEMENT

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

GENERAL PROVISIONS

I. Identification and Definitions.

1.1. State Agency Name NH Department of Justice		1.2. State Agency Address 33 Capitol St., Concord, NH 03301	
1.3. Grantee Name Sullivan County		1.4. Grantee Address 103 County Farm Road. Uniry, NH 03743	
1.5. Grantee Phone # 603-542-8717	1.6. Account Number 02-20-20-201510- 4475-072-500574	1.7. Completion Date 9/30/2021	1.8. Grant Limitation \$33,630
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number 603-271-8090	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor David A. Berry Jr Superintendent	
1.13. Acknowledgment: State of New Hampshire, County of Sullivan, on 8/05/2019, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <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 Sharon J. Callum Admin. Asst.			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Admin	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By: <u>Takumi's Pakhwar</u> Assistant Attorney General, On: <u>10/17/2019</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u>1/1</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 D, 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 10:7 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 liability 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.
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 in 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 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

- 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.

EXHIBIT A

-SCOPE OF SERVICES-

1. Sullivan County as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for the Sullivan County Community Corrections Trails program in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 20RSA 18A Residential Substance Abuse Treatment (RSAT) grant.
2. The Subrecipient shall be reimbursed by the NHDOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8091 or Travis.Teeboom@doj.nh.gov.

Subrecipient Initials OB

Date 8/5/19

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient Sullivan County shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

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

Subrecipient Initials

Date

MB
8/5/19

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials DB

Date 9/5/19

RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM
GUIDELINES AND CONDITIONS

Federal Grant # 2018-J2-BX-0053

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

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

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

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

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

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

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

2. Applicability of Part 200 Uniform Requirements

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

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

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

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

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

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

3. Compliance with DOJ Grants Financial Guide

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

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

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

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

5. Requirements related to "de minimis" indirect cost rate

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise the NHDOJ in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding.

If the subrecipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NHDOJ Grants Management Unit in writing of the potential duplication, and, if so requested by the NHDOJ Grant Management Unit must seek a budget-modification or change-of-project-scope.

7. Requirements related to System for Award Management and Universal Identifier Requirements.

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subrecipient must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide the unique entity identifier required for SAM registration.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 P.M. EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the GMU the subrecipient shall call the NH Department of Justice main number, (603)271-3658, and request to speak to the GMU and report the breach. Subrecipients must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring's conducted by the GMU.

Personal Identifiable Information ("PII") is defined under 2 CFR 200.79

9. All subawards ("subgrants") must have specific federal authorization

The subrecipient ("subgrantee") at any tier must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that for purposes of federal grants administrative requirements OJP and the NHDOJ considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

10. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The subrecipient ("subgrantee") at any tier must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that for purposes of federal grants administrative requirements OJP and the NHDOJ considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

11. Requirements pertaining to prohibited conduct related to trafficking in persons

(including reporting requirements and OJP authority to terminate award)

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13. Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14. OJP Training Guiding Principles

Any training or training materials that the subrecipient ("subgrantee") at any tier develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

15. OJP Training Guiding Principles

Any training or training materials that the subrecipient ("subgrantee") at any tier develops or

delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

16. Effect of failure to address audit issues

The subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) or the NHDOJ may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency or the NHDOJ) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) or the NHDOJ during the period of performance for this award, if the subrecipient is designated as "high- risk".

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42.

The subrecipient ("subgrantee") at any tier must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54.

The subrecipient ("subgrantee") at any tier must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38.

The subrecipient ("subgrantee") at any tier must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that

are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient (or would or might fall within the scope of these prohibitions, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance, and may not proceed without the express prior approval by the NHDOJ.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grant Management Unit for guidance, and may not proceed without the express prior written approval of the NHDOJ.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subrecipient ("subgrantee") must promptly refer to the DOJ Office of the Inspector General

(OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards

("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the NHDOJ Grant Management Unit and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the NHDOJ.

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by

distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to the NHDOJ Grant Management Unit. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local government funds,

29. The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

30. The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

31. Use of program income

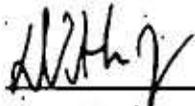
Program income, if prior approved by the NHDOJ Grant Management Unit, (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly expenditure reports.

32. Justification of consultant rate

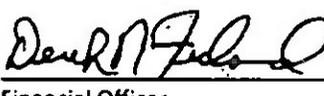
Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the NHDOJ prior to obligation or expenditure of such funds.

33. Subrecipient understands and agrees that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

34. Subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse reduction.



Agency Head Date 9/5/19



Financial Officer Date 9/5/19

Certificate of Vote/Authority

I, George Hebert, of the County of Sullivan, NH do hereby certify that:

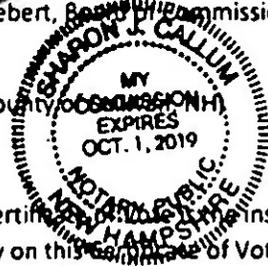
1. I am the duly elected Commissioner Clerk of the (Corporation) County of Sullivan, NH:
2. I maintain and have custody of and am familiar with the seal and minute books of the Corporation:
3. I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates:
4. The following are true, accurate and complete copies of the resolutions duly adopted by the Corporation at a meeting of the Commissioners held in accordance with New Hampshire State laws on Monday, August 5, 2019;
5. Resolved: that this Corporation may enter into any and all agreements and contracts, amendments, renewals, revisions or modifications thereto, with the NH Department of Justice.
6. Resolved: that the Superintendent of the Department of Corrections, David A Berry Jr., is hereby authorized on behalf of this Corporation to enter into said agreements and contracts with the NH Department of Justice, for the Residential Substance Abuse Treatment program, and to execute any and all documents, agreements, contracts and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. Derek R. Ferland is the duly appointed County Manager – Fiscal Agent of the Corporation.
7. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of August 5, 2019.

In Witness Whereof, I have hereunto set my hand as the Commissioner Clerk of the County of Sullivan, NH this 5th day of August, 2019.

George Hebert 8-5-19
 George Hebert, Commissioner Clerk

State of NH
County of Sullivan

(Seal of County of Sullivan)
Notary



The undersigned hereby certifies that the foregoing Certificate of Vote is a true and correct copy of the instrument described therein, that the signatures and seal of Sullivan County on this Certificate of Vote are genuine.

Sharon J. Callum
 Justice of the Peace/Notary Public
 My commission expires: Oct 1 2019



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 Official's 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: Sullivan County 14 Main Street Newport, NH 03773	Member Number: 606	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 48 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	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2019	7/1/2020	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: In regards to Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
					By: <i>Kary East Powell</i>
					Date: 6/21/2019 mpurcell@nhprimex.org
					Please direct inquires to: Primex ³ Risk Management Services 603-226-2841 phone 603-226-2833 fax
New Hampshire Department of Justice 33 Capitol St Concord, NH 03301					



CERTIFICATE OF COVERAGE

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

Each member of Primex[®] is entitled to the categories of coverage set forth below. In addition, Primex[®] 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 Primex[®], including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex[®] 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.

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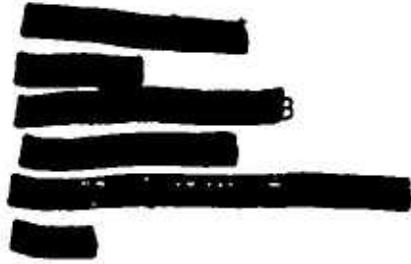
Participating Member: Sullivan County 14 Main Street Newport, NH 03773		Member Number: 606	Company Affording Coverage: NH Public Risk Management Exchange - Primex [®] Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			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	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 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:	Primex [®] - NH Public Risk Management Exchange
New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Kary East Powell</i>
			Date: 6/21/2019 mpurcell@nhprimex.org
			Please direct inquiries to: Primex [®] Claims/Coverage Services 603-228-2841 phone 603-228-3833 fax



Jeremy T Hartsell

Recovery Coach



OBJECTIVE

To help other people with substance use disorder to achieve and maintain their freedom through recovery.

EXPERIENCE

Americorps Community Resource Corps
Recovery Coach
February 12, 2018 - Present

SOUTHWESTERN COMMUNITY SERVICES
Resident Manager
April 5, 2017 - September 30, 2017

Responsibilities include leading by example, peer support, enforcing the rules per policy, curfew check, organizing and distributing cleaning supplies, intake paperwork, conflict resolution, and crisis prevention.

HOPE FOR NEW HAMPSHIRE RECOVERY
CLAREMONT CENTER

370 volunteer hours comprising of peer support, meeting facilitation, advertising, outreach, CCAR Recovery Coach Training, resource gathering, and community networking.
February 16, 2017 - April 4, 2017

SKILLS

Intake, Research, Crisis Prevention, Quick learner, Critical Thinking, Problem Solving, Group Facilitation, Recovery Coaching, Motivational Interviewing, Communication, Passionate, Lived Experience.

TRAINING

- Soft Skills
- CCAR Recovery Coach Academy
- CCAR Recovery Coach Academy Training of the Trainer
- Suicide Prevention
- HIV Update for Substance Use Professionals
- Behavioral Health with Co-Occurring Diagnoses
- Compassion Fatigue & Vicarious Trauma
- Recovery Coaching a Harm Reduction Pathway
- HIPAA
- Community Health Worker Core Competency
- Mental Health First Aid
- GET SMART FAST 201: Facilitator
- Sober Parenting Journey Facilitator Training
- Stigma as Discrimination
- Basic Motivational Interviewing
- Ethical Considerations

**TLC Family Resource Center
Job Description
AmeriCorps Member
The Center for Recovery Resources**

Job description:

The AmeriCorps member will work with clients to identify some of the challenges in their daily life. The member will help address problems like homelessness, hunger, transportation, childcare, or financial needs and other social determinants of health related challenges. The member will support the improved health of the community by being a certified recovery coach.

Reports to: The Center for Recovery Resources AmeriCorps Coordinator

Responsibilities:

- Be a welcoming presence at The Center for visitors, potential members, and current members
- Provide information by answering questions and requests, or making referrals
- Attend staff meetings and supervision as required
- Handle sensitive information in a confidential matter in compliance with HIPAA and 42 CFR Part 2 regulations
- Outreach to the community to educate about recovery and The Center for Recovery Resources, also acting as an ambassador of The Center for Recovery Resources and the greater recovery community
- Provide one-on-one recovery coaching and telephone recovery coaching
- Research into best practices for peer recovery centers
- Conduct recovery groups as trained (i.e. SMART Recovery, Sober Parenting Journey, Inside Out, etc.)
- Work on a particular project or population as agreed upon in coordination with the AmeriCorps Program Coordinator
- Act as a liaison between The Center for Recovery Resources, Department of Corrections, the transitional population
- Other tasks that fall within AmeriCorps guidelines as requested by The Center for Recovery Resources' manager or the executive director
- All other duties as assigned

STATE OF NEW HAMPSHIRE



DEPARTMENT OF JUSTICE

RESIDENTIAL SUBSTANCE ABUSE TREATMENT GRANT APPLICATION

COVER PAGE

- a) Program Title Sullivan County Community Corrections TRAILS
- b) Authorized Purpose Area In-House TRAILS program and Community Aftercare
- c) Grant Starting Date April 2019 Ending Date June 30, 2021
- d) Federal Funds Requested \$~~38,865.00~~ 76,815
- e) Agency Name Sullivan County
- f) Chief Elected Official/Head of Agency
Name David A Berry Jr. Title Superintendent
Address 103 County Farm Rd Unity NH 03743
Telephone: 603 542-8717 Fax: 603 542-0239 E-mail: dberry@sullivancountynh.gov
- g) Program Director
Name Donna Magee Title Program Director
Address 103 County Farm Rd Unity NH 03743
Telephone: 603 542-8717 Fax: 603 542-0239 E-mail: dmagee@sullivancountynh.gov
- h) Fiscal Officer
Name Derek Ferland Title County Manager
Address 14 Main Street Newport NH 03773 603 863 2560 telephone

Program Narrative:

1.

Program Goals, Objectives & Performance Measures

The goal of this initiative is to provide a full continuum of services through the local criminal justice system in Sullivan County. This requires a coordinated effort by all parties and is an ideal reentry system designed for replication in other rural communities.

The TRAILS program, the Aftercare reentry program and the grant will be under the direction of the Superintendent of the Sullivan County Department of Corrections. The Community Corrections security staff will provide ancillary supervision of the drug testing requirements along with electronic home confinement monitoring and the Program Director will be responsible for the supervising program staff.

The SCDOC has been constructing a best practice model for reentry over the last nine years. The County contracted with Malcolm Smith, PhD, who has collected data regarding the TRAILS program and who has reported on outcome measures. His research targeted gaps in current services such as transportation and transitional housing, and an increased need for 1:1 attention.

This past year, RSAT funding targeted the need for increased clinical attention by providing an additional eight hours of clinician time for Aftercare participants for 1:1 sessions and substance use management skills. It also provided 16 hours of case management services for community services connections, job source skills and housing needs.

The expected long term results for a Satellite Office to enhance reentry services is a reduction in recidivism by reducing barriers and increasing access to services, better use of SCDOC resources and improved coordination between SCDOC and community based organizations. We hope to be able to sustain this continuing impact long term.

2.

Problem Statement

Sullivan County is a small rural county located in western NH with a population of 43,004 people, including 14 towns and 1 city. Sullivan is a county with a high rate of substance abuse and has the third highest rate of poverty in the State. The target population for this proposal is offenders with co-occurring substance abuse and mental health disorders who are serving sentences at Sullivan County Community Corrections Center. All offenders will receive pre-release and post-release services. The following data breaks down the Sullivan County 2017-2018 inmate TRAILS participation:

Number of inmates who completed the TRAILS program	47
Track I	23 males, 15 females
Track II	2 males, 1 female
Track V	5 males, 1 female
Currently active in TRAILS as of 6/30/18	9
Number of inmates who failed to complete TRAILS	14
Number of inmates who participated in the Work Release Program	63
Number of inmates supervised on Electronic Monitoring	47
Number of inmates supervised on Pre-Trial Services	73
Number of inmates on Community Intervention Program (CIP)	2
Number of inmates who failed to complete CIP	1

Over 80% of the sentenced population in the Sullivan County Jail has been identified as having substance abuse issues. Central Nervous System medications account for 44.6% of the total medications distributed to inmates in the FY18 fiscal year. Approximately 21% of inmates suffer from a lesser form of mental illness and are not receiving medication or refuse but do receive clinical services.

Current Assessment Process/Continuum of Services: The target population for the program is sentenced offenders, males and females, who are high risk for substance use issues and have co-occurring mental health disorders, serving a sentence of 3 months or longer. The risk assessment tool that is being utilized by clinicians is the ORAS (Ohio Risk Assessment System) and upon admission inmates receive a mental health screen by the medical department when they conduct their medical intake. The contracted psychiatrist spends 12 hours per month at our facility with an average census of 75 inmates, compiling a psychiatric evaluation as indicated.

Sullivan County Jail has successfully developed a program model using an evidence-based approach to improve inmate outcomes. The programming over the past five years has built upon a system of strengthening and enhancing the Transitional Reentry and Inmate Life Skills (TRALLS) program to include comprehensive education programs to improve family and community support prior to reentry and to help the offender gain skills and tools to resist relapse and reoffending.

With the reentry system in place, analysis includes the performance outcomes and a review of the entire planning and implementation phase in an effort to continually improve upon the design and develop the model for replication by other jurisdictions.

Program Design & Implementation: Due to the nature of the drug epidemic and lack of inpatient treatment services within the community, intensive treatment will be provided in the Community Corrections Center which will be expanded to the community satellite Aftercare program. All SCDOC staff, including correctional officers, has been trained on best practice programs, including motivational interviewing with inmates and on reentry philosophy. State probation/parole officers have also been trained in the University of Cincinnati's EPICS model, a suite of evidence-based practices including motivational interviewing and cognitive based therapy.

3. Program Description:

Community Supervision Services/Post-Release Aftercare: With the inpatient program in place, the SCDOC would like to focus on improving/expanding its community aftercare program to include an enhanced reporting site in the City of Claremont. Currently, Aftercare participants attend group and 1:1 counseling for a 12 month period following release from incarceration. For the first 6 months attendance is weekly, for the following 3 months they attend bi-weekly and for the remaining 3 months they attend once per month. At any time during this period, if warranted the offender can be placed in enhanced aftercare which returns them to attending on a weekly basis, increases their UA testing to a higher risk category, places them in 1:1 sessions with the clinician and may refer them to a didactic group such as Thinking for a Change, Seeking Safety or Prime for Life. The inmate may also be referred to additional services available in the community including a "warm hand-off" to community mental health and/or domestic violence intervention services. Participants in Aftercare program are eligible for medication assisted treatment (MAT).

The Aftercare drug testing component assigns participants to a color based upon their risk assessment. They are required to call in to the Community Corrections Center daily and if their color is called, they must report for screening. Current RSAT funding allows for a Corrections Case Manager to be present in the community for 16 hours per week to allow for UA screening to be done if the participant does not have transportation to the facility. We would like to expand the CCM's time to 24 hours per week in the satellite office to provide better access to case management support services such as job resources, transport for WorkReady, job search, health benefits and housing needs.

This target population is already fighting an uphill battle to recovery; they are justice-involved, and have mental illness and substance use disorders. Adding the stress of having to find transportation to the CCC, which is in a rural part of the county, greatly increases the chances of missing day reporting appointments or other conditions of their release through the CCC, which might lead to a violation of probation or non-compliance with program rules.

All program staff properly record participant involvement through weekly notes, documented case plans, and classification meetings.

4. Capabilities and Competencies:

Sullivan County Jail employs the following program staff for TRAILS 90 day in-house program along with providing family education sessions, and assisting with Aftercare needs:

Program Director with MSW, LADC	40 hours per week
Clinician with LCMHC, LADC	40 hours per week
Clinician with BA	40 hours per week (will complete education/supervision for LADC testing in April 2019)
Case Manager with BSW	40 hours per week
Case Manager with BA	40 hours per week
Contracted Clinician	40 hours per week (currently receiving applicants)
Contracted Clinician	32 hours per week (currently receiving applicants)

The resumes for all current employees are attached. MOU for contracted clinical services is attached. Class Schedules are attached

5. Description of Evidence Based Practices, Aftercare Services and Methodology of Random Drug Testing

The satellite Aftercare program will work with other community program partners:

- Turning Points Network – is a non-profit organization that advocates for families/individuals who are victims of domestic violence and sexual abuse. They offer group, family and individual counseling and crisis intervention, to include 24 hour crisis hotline.
- UNH Cooperative Extension – counselors assist participants with family skills utilizing the Strengthening Families model and Money Management.
- West Central Behavioral Health is an affiliate of the Department of Psychiatry, Dartmouth Medical School and has been partnering with Sullivan County for many years. They provide substance abuse treatment and mental health counseling for offenders both pre and post release.
- NH Department of Probation/Parole - works in conjunction with Aftercare program rules for participants on probation to ensure continuity of care. Attends monthly meeting with TRAILS program staff to discuss needs of participants pre and post release.
- Better Life Partners located at Valley Regional Hospital - provides MAT to released offenders and those participating in Aftercare
- TLC Family Resource Center/The Recovery Center – will provide MAT services to Aftercare participants along with the required 1:1 and Group counseling recommended.
- GROUPS Recover Together – provides MAT to released offenders and those participating in aftercare. Provides substance recovery meetings.
- Dr. Steven Powell, DHMC – provides mental health and substance abuse counseling – MAT provider for released offenders and Aftercare participants

Offenders assigned to the Community Corrections Center remain within the Sullivan County Department of Corrections jurisdiction following release. The community based satellite office will guarantee a continuum of care utilizing the same programming that is offered in the TRAILS in-house program, CBT, MI and relapse prevention strategy as needed. It will continue to meet the current needs of Aftercare participants with an expanded component of 1:1 clinician access for crisis intervention, greater access to community services/job development services, and access to a corrections case manager to help with home checks, work checks, UA screenings, transportation to education such as WorkReady and other security related aspects of the program.

Drug Testing conducted in FY18	2812 tests		
Aftercare	774	Pre-Trial Services	793
Probation	149	Jail (in-house)	161
TRAILS/CCC	323	Community Intervention	25
Electronic Monitoring	220	Federal Probation/Parole	44

APPENDIX B

New Hampshire Department of Justice Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Federal	Match
Clinician	12 hrs/wk x 115 weeks x 23.00/hr	\$31,740	
Clinician	8hrs/wk x 115 weeks x 24.28/hr		\$22,337.60
Community Case Manager	24 hrs/wk x 115 weeks x 18.00/hr		\$49,680.00

Indicate if new or existing position -- *existing position though currently RSAT provides for 8 hrs of clinician time*

SUB-TOTAL \$31,740

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Individual fringe benefits must be listed by amount and percentage.

Name/Position	Computation	Federal	Match

SUB-TOTAL 0

Total Personnel & Fringe Benefits \$103,757.60

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

<u>Purpose of Travel</u>	<u>Location/Item</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
Ongoing training for best practices/licensure requirements through NHADACA 10 classes @ \$65 each				\$650.00
Motivational Interviewing with Dr. Stephen Andrews				\$1500.00

TOTAL 0

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

<u>Item</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
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TOTAL 0

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

<u>Supply Items</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
13 panel drug test cups from Redwood Toxicology @ 4.75 per cup 3000 cups		\$7125.00	\$7125.00

TOTAL \$7125.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Program category Not Approved By NH Department of Justice

TOTAL 0

G. Consultants - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
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Subtotal 0

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

<u>Item</u>	<u>Location</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
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Subtotal: 0

H. Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

<u>Item</u>	<u>Federal</u>	<u>Match</u>
MAT counseling/sourcing for prescriptions at The Center for Recovery Resources - Claremont NH \$50wk x 1 hour clinical group x 115 wks = \$5750 \$50wk x 1 hour 1:1 recovery care management x 115 wks = \$5750 Administrative costs \$1150	\$37,950	
5750 + 5750 + 1150 x 3 participants = \$37,950		

TOTAL 0

I. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

<u>Description</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
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TOTAL 0

J. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

<u>Description</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
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Requires applicant have an approved federal indirect cost rate.

TOTAL 0

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal (match) funds that will support the project.

Budget Category	Amount	Federal	Match
A. Personnel		<u>\$31,740.00</u>	<u>\$72,017.60</u>
B. Fringe Benefits		_____	_____
C. Travel		_____	<u>\$2150.00</u>
D. Equipment		_____	_____
E. Supplies		<u>\$7,125.00</u>	<u>\$7,125.00</u>
F. Construction		_____	_____
G. Consultants		_____	_____
H. Contracts		<u>\$37,950</u>	_____
H. Other		_____	_____
Total Direct Costs		_____	_____
I. Indirect Costs		_____	_____
TOTAL PROJECT COSTS		<u>\$76,815</u>	<u>\$81,292.60</u>
Federal Request	<u>\$76,815.00</u>		
Non-Federal Match Amount	<u>\$81,292.60</u>		

APPENDIX C

New Hampshire Department of Justice

BUDGET NARRATIVE:

RSAT funding will allow for a clinician to provide 12 hours of service to Aftercare participants for 1:1 counseling, community intervention classes and an opportunity to follow-up on individual case plans to ensure that the person is on track with treatment and life skills goals.

The SCDOC will be providing twenty-four hours per week for a Community Case Officer (certified officer) to provide UA testing, house and work checks, assistance with job development skills, and to provide community services contacts along with other security related tasks for aftercare participants.

RSAT funding to provide the extra 12 hours of clinical service to Aftercare participants will be a great service to expand current programming as Sullivan County DOC continues to move forward with providing transitional sober housing to inmates who will participate in Aftercare programming. Once a location is secured for sober housing, the Aftercare satellite office will move from its current location to office space within the sober housing building providing easier access to services.

The Center for Recovery Resources will be our referral source for Aftercare participants needing MAT. Funding from RSAT will allow Aftercare participants to be placed with a case manager at the recovery center who will submit paperwork to Medicaid for the participant to receive required medications and will help to cover the cost of additional 1:1 and group sessions required by the MAT provider.

APPENDIX D

APPENDIX E

RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM
GUIDELINES AND CONDITIONS

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

1. The subrecipient assures that it will comply with the regulations, policies, and guidelines to satisfy requirements of the Office of Justice Programs, Bureau of Justice Assistance, Residential Substance Abuse Treatment Program. This includes random drug testing of RSAT program participants before, during and after participation, and a commitment to providing mandatory aftercare services to participants who have left the program.
2. The subrecipient agrees to adhere to the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs "Financial Guide".
3. The subrecipient assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subrecipient further assures that the Residential Substance Abuse Treatment Program grant funds will be expended only for purposes and activities covered by the subrecipient's approved application.
4. The subrecipient agrees to provide information on the program supported with Residential Substance Abuse Treatment Program grant funds as requested by the United States Department of Justice and the New Hampshire Department of Justice, Grants Management Unit, and to retain grant-related documentation for three (3) years after the close of the grant award period.
5. The subrecipient authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this Residential Substance Abuse Treatment Program. Further, the subrecipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis.
6. The subrecipient agrees to maintain detailed time and attendance records for any and all personnel positions funded with Residential Substance Abuse Treatment Program grant funds.

GUIDELINES AND CONDITIONS (Continued)

7. The subrecipient agrees that all Residential Substance Abuse Treatment Program grant funds will be expended on Residential Substance Abuse Treatment Program allowable activities as described in the subrecipient's program abstract narrative. The subrecipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant ending date which were set forth in the subrecipient's application.

8. Equipment purchased with Residential Substance Abuse Treatment Program grant funds shall be Year 2000 compliant and shall be listed by the subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of federal Residential Substance Abuse Treatment Program grant funds.

9. The subrecipient agrees that the title to any equipment purchased Residential Substance Abuse Treatment Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for Residential Substance Abuse Treatment Program purposes for which it was acquired.

10. The subrecipient agrees to provide for an annual audit of the Residential Substance Abuse Treatment Program. Residential Substance Abuse Treatment Program funds will only pay its prorated share of the audit. This prorated share is the percentage of the Residential Substance Abuse Treatment Program grant award compared to the total agency budget. The audit shall be conducted in accordance with OMB Circular No. A-133 (revised 06/24/97). A copy of the completed audit report and management letters shall be sent to the New Hampshire Department of Justice, Grants Management Unit, annually. If the subrecipient is not required to perform an audit under the revised version of OMB Circular No. A-133, but an audit is still performed, the subrecipient agrees to provide a copy of said audit and management letters to the New Hampshire Department of Justice, Grants Management Unit.

11. The subrecipient and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discriminations, 28 CFR Part 35 and Part 39.

GUIDELINES AND CONDITIONS (Continued)

12. The subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the subrecipient on the grounds of race, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the Office of Justice Programs, Office for Civil Rights, 810 Seventh Street NW, Washington DC 20531.

13. The subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subrecipient to verify that persons employed by the subrecipient are eligible to work in the United States.

14. The subrecipient assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

15. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

16. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subrecipient agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles.

17. The subrecipient assures that all programs will conform to the federal grant program requirements. Specifically, such programs must include at a minimum the following statutory requirements: be 6 to 12 months in duration, be in a residential correctional or detention facility, be set apart from the general inmate population, utilize urinalysis or other proven reliable forms of testing, be substantially focused on the substance abuse problems of the inmate, and be intended to develop the cognitive, behavioral, social, vocational, and other skills necessary to solve a substance abuse or related problem.

18. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2018-J2-BX-0058 awarded by the Bureau of Justice Assistance, U.S. Department of Justice and administered through the New Hampshire Department of Justice."

19. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by Grant No. 2018-J2-BX-0053 awarded by the Bureau of Justice Assistance, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

20. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of the Office of Justice Programs, US Department of Justice.

21. The subrecipient understands and agrees that the RSAT program be utilizing only evidence-based practices and will be randomly testing RSAT program participants for licit and illicit substances while in the program.

22. The subrecipient understands and agrees that aftercare in the community is a mandatory component of RSAT programming and that all participants of an RSAT-funded program that are released from custody will receive aftercare as described in the attached application.

Head of Agency _____ Date: _____

Financial Officer _____ Date: _____

Initials: _____

APPENDIX F

DEPARTMENT OF JUSTICE
STATE OF NEW HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549; Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no recipient of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

If you are unable to sign this certification, you must attach an explanation to this certification.

Name and Title of Authorized Representative

Signature _____ Date _____

Name and Address of Agency

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND MERRIMACK COUNTY
DEPARTMENT OF CORRECTIONS
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Merrimack County Department of Corrections (Contractor).

WHEREAS, pursuant to an Agreement ("Contract"), the sum limitation of \$33,630.00 for services required upon the terms and conditions specified in the Contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

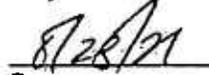
WHEREAS, pursuant to the provisions of paragraph 20; Amendment, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Contractor and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract
 - a. Paragraph 1.7; Completion Date: Shall be amended from September 30, 2021 to September 30, 2022.
2. Effective Date of Amendment
 - a. This Amendment shall take effect upon Governor and Council approval.
3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.


Merrimack County Department of Corrections


Date

Kathleen Carr
Kathleen B. Carr
Director of Administration

08/27/2021
Date

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

Takmina Rakhmatova
Attorney

8/30/2021
Date

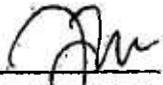
CERTIFICATE OF AUTHORITY for MERRIMACK COUNTY DEPARTMENT OF CORRECTIONS

I, Tara Reardon, Chair of the Merrimack County Board of Commissioners, do hereby certify that:

1. The Board of Commissioners authorizes the County Administrator to execute any documents which may be necessary to enter into contracts between the New Hampshire Department of Justice and the Merrimack County Department of Corrections;
2. This authorization was in full force and effect on the date the contract was signed by the county representative, Ross L. Cunningham;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof and at least thirty days hereafter; and
4. The following now occupies the office indicated above:

Ross L. Cunningham

IN WITNESS WHEREOF, I have hereunto set my hand as the Commission Chair this day 25th, August, 2021.

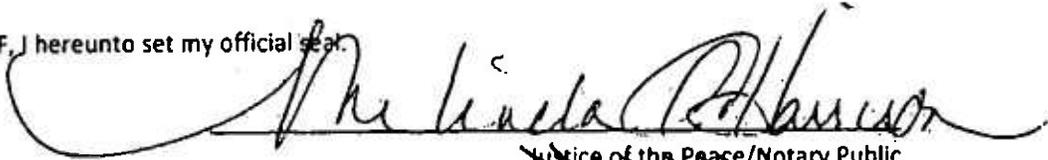


Tara Reardon, Board Chair
Merrimack County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 25th day month of August 2021,
before me Melinda A. Harrison the undersigned officer, personally appeared Tara Reardon who acknowledged herself to be the Chair of the Merrimack County Board of Commissioners and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my official seal.



Notary of the Peace/Notary Public

Commission Expiration Date: 5.20.2025





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: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303		Member Number: 604	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)	1/1/2021	1/1/2022	Each Occurrence	\$ 5,000,000	
<input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <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		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			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	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Powell</i>
			Date: 4/7/2021 mpurcell@nhprimex.org
NH Department of Justice 33 Capitol St Concord, NH 03301			Please direct inquires to: Primex ³ Claims/Coverage Services 603-228-2841 phone 603-228-3833 fax

53 sam

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL



October 21, 2019

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to retroactively enter into a subgrant with the Merrimack County Department of Corrections, Boscawen, NH (Vendor #177435-B007), in an amount not to exceed \$33,630, from the Federal Fiscal Year 2018 Residential Substance Abuse Treatment (RSAT) Formula Grant, for the purpose of assisting in the implementation and preservation of a substance abuse treatment and community-based aftercare service program, effective October 1, 2019 through September 30, 2021, upon approval of the Governor and Executive Council. 100% Federal Funds.

Funding is available as follows:

02-20-20-201510-4475	<u>FY 2020</u>
Residential Substance Abuse Trmt.	
072-500574, Grants Federal	\$33,630

EXPLANATION

This item is retroactive because the contract was not received at this office for timely consideration by Governor and Council prior to October 1, 2019.

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
October 21, 2019
Page 2 of 2

This request is to subgrant funds to the Merrimack County Department of Corrections for the purpose of enhancing substance abuse treatment programs.

The Merrimack Dept. of Corrections will utilize these funds to support and sustain their Successful Offender Adjustment & Reentry (SOAR) program. This program utilizes evidence-based practices such as Medically Assisted Treatment (MAT), connections with safe and sober housing in the community, case management, peer support, job placement programming, educational classes, counselling, meditation, substance abuse treatment programs and mandatory aftercare services with community partners.

In the event that federal funds become no longer available, General Funds will not be requested to support this subgrant item.

Please let me know if you have any questions concerning this request. Thank you for your consideration.

Respectfully submitted,


Gordon J. MacDonald
Attorney General

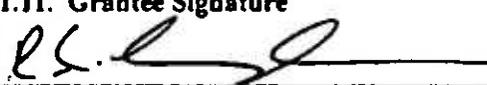
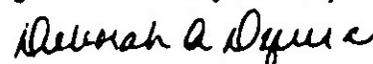
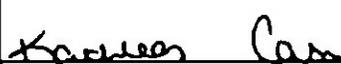
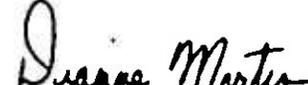
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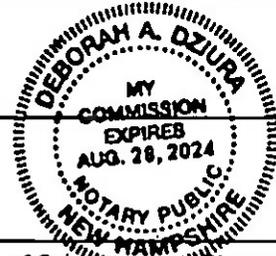
GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Justice		1.2. State Agency Address 33 Capitol St., Concord, NH 03301	
1.3. Grantee Name Merrimack County Department of Corrections		1.4. Grantee Address 314 Daniel Webster Highway, Boscawen, NH 03303	
1.5. Grantee Phone # 603-796-3601	1.6. Account Number 02-20-20-201510- 4475-072-500574	1.7. Completion Date 9/30/2021	1.8. Grant Limitation \$33,630
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number 603-271-8090	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Ross Cunningham DOC Superintendent	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack, on 8/27/19, 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 Deborah A. Dziura, Notary Public			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Admin	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By:  Assistant Attorney General, On: 10/20/19			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			



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 _____
Date 8/27/19

- 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.
- 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 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

Grantee Initials
 Date 6/22/18

- 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 \$300,000 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 8/27/15

Date 8/27/15

EXHIBIT A

-SCOPE OF SERVICES-

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

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. Subrecipient Merrimack County Department of Corrections shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

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

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Subrecipient Initials D

Date 8/27/19

EXHIBIT C

-SPECIAL PROVISIONS-

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

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Subrecipient Initials D

Date 8/27/19

RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM
GUIDELINES AND CONDITIONS

Federal Grant # 2018-J2-BX-0053

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

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

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

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

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

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

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

2. Applicability of Part 200 Uniform Requirements

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

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

Initials 
Date 1/27/19

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

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

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

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

3. Compliance with DOJ Grants Financial Guide

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

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

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

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

Initials
Date
[Handwritten signature and date]

5. Requirements related to "de minimis" indirect cost rate

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise the NHDOJ in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding.

If the subrecipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NHDOJ Grants Management Unit in writing of the potential duplication, and, if so requested by the NHDOJ Grant Management Unit must seek a budget-modification or change-of-project-scope.

7. Requirements related to System for Award Management and Universal Identifier Requirements.

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subrecipient must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide the unique entity identifier required for SAM registration.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

Int'l
Date: 8/27/19

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 P.M. EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the GMU the subrecipient shall call the NH Department of Justice main number, (603)271-3658, and request to speak to the GMU and report the breach. Subrecipients must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring's conducted by the GMU.

Personal Identifiable Information ("PII") is defined under 2 CFR 200.79

9. All subawards ("subgrants") must have specific federal authorization

The subrecipient ("subgrantee") at any tier must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that for purposes of federal grants administrative requirements OJP and the NHDOJ considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

10. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The subrecipient ("subgrantee") at any tier must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that for purposes of federal grants administrative requirements OJP and the NHDOJ considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

11. Requirements pertaining to prohibited conduct related to trafficking in persons

Initials:
Date:


(including reporting requirements and OJP authority to terminate award)

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13. Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14. OJP Training Guiding Principles

Any training or training materials that the subrecipient ("subgrantee") at any tier develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

15. OJP Training Guiding Principles

Any training or training materials that the subrecipient ("subgrantee") at any tier develops or

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delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

16. Effect of failure to address audit issues

The subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) or the NHDOJ may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency or the NHDOJ) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) or the NHDOJ during the period of performance for this award, if the subrecipient is designated as "high-risk".

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42.

The subrecipient ("subgrantee") at any tier must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54.

The subrecipient ("subgrantee") at any tier must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38.

The subrecipient ("subgrantee") at any tier must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that

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are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient (or would or might fall within the scope of these prohibitions, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance, and may not proceed without the express prior approval by the NHDOJ.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grant Management Unit for guidance, and may not proceed without the express prior written approval of the NHDOJ.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subrecipient ("subgrantee") must promptly refer to the DOJ Office of the Inspector General

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(OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards

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("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the NHDOJ Grant Management Unit and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the NHDOJ.

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances; discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by

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[Signature]

distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to the NHDOJ Grant Management Unit. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local government funds.

29. The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

30. The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

31. Use of program income

Program income, if prior approved by the NHDOJ Grant Management Unit, (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly expenditure reports.

32. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the NHDOJ prior to obligation or expenditure of such funds.

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33. Subrecipient understands and agrees that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

34. Subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse reduction.

LCJ Date 8/22/19 Michael Grand Date 8/27/19
Agency Head Financial Officer

Initials: [Signature]
Date: 8/27/19

Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

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

The Merrimack County Dept. of Corrections (Applicant) certifies that any funds awarded through grant number 2019RSA02 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: Ross L. Cunningham Syst.

Signature: 

Date: 12/3/19

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

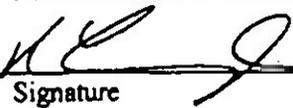
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Ross L. Cunningham, Superintendent
Name and Title of Head of Agency


Signature

8/27/19
Date

Memimack County Dept of Corrections 314 DW Hwy
Name and Address of Agency

Boscawen, NH 03303

EEOP Reporting

I, Ross L. Cunningham [responsible official], certify that
MEMPHIS COUNTY DOC [recipient] has completed the EEO reporting tool certification
form at: https://olp.gov/about/ocr/faq_eeop.htm on 8/19/19 [Date]

And that Ross L. Cunningham [responsible official] has completed the EEOP
training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:
8/19/19 [date]

I further certify that: Memphis County DOC [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature:



Date:



CERTIFICATE OF AUTHORITY

I, Tara Reardon, Chair of the Merrimack County Board of Commissioners do hereby certify that:

- (1) the Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice on Date:08/27/2019;
- (2) The Board of Commissioners further authorizes the County Administrator, to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

Ross L. Cunningham

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair this 27th day of AUGUST 2019

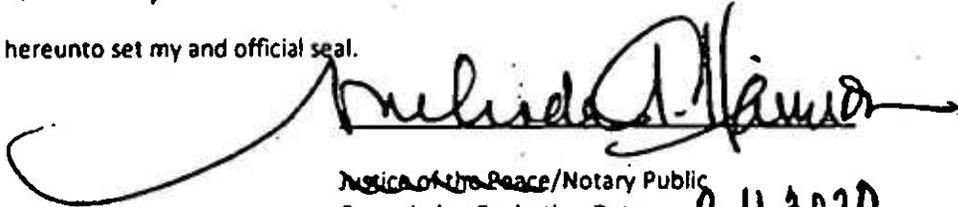


 Tara Reardon, Board Chair
 Merrimack County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 27th day of (month and year), before me Melinda A. Harrison the undersigned officer, personally appeared Tara Reardon, Board Chair, who acknowledged their self to be the Chairman for the Board of Commissioners being authorized to do so, executed the foregoing instrument for the purpose therein contained. of Merrimack County

IN WITNESS WHEREOF, I hereunto set my and official seal.



 Justice of the Peace/Notary Public
 Commission Expiration Date: 2-11-2020





CERTIFICATE OF COVERAGE

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex[®]. 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: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303		Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex [®] 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	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	1/1/2019	1/1/2020	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$2,000,000 \$2,000,000
<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	Primex[®] - NH Public Risk Management Exchange
NH Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Katy Best Powell</i>
			Date: 6/19/2019 mpurcell@nhprimex.org
			Please direct inquiries to: Primex [®] Claims/Coverage Services 603-225-2841 phone 603-225-3633 fax