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

Lori A. Weaver
Commissioner

Marle Noonan
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 1, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a contract with Manchester Police Athletic League, Inc., (VC# 330520 B001), Manchester, NH, in the amount of \$400,000, to provide a Mentorship Pilot Program in Northern and Southern Hillsborough County for high-risk youth from the ages of twelve (12) to seventeen (17) who are engaged in violent or high-risk behaviors at school, in the community, or at home, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2027. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-042-421410-79060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: HUMAN SERVICES DIV, JUVENILE JUSTICE SERVICES, OJJDP

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	072-509073	Grants Federal	42140633	\$40,000
			<i>Subtotal</i>	<i>\$40,000</i>

05-95-042-421410-79060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DIV CHILDREN, YOUTH & FAMILIES, JUVENILE JUSTICE SERVICES, OJJDP

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
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2026	072-509073	Grants Federal	42140633	\$180,000
2027	072-509073	Grants Federal	42140633	\$180,000
			Subtotal	\$360,000
			Total	\$400,000

EXPLANATION

The purpose of this request is to provide a pilot program physically located within Hillsborough County focused on deterrence and prevention of violence and illegal activity in high-risk youth, while also promoting positive community involvement. The goals of this pilot program include implementing, supporting, and sustaining services that deflect youth from the juvenile justice system as well as enhancing outcomes for youth involved in the juvenile justice system, with a focus on youth with suspected or self-reported gang involvement. The program supports the Department's goal to reduce the census at Sununu Youth Services Center (SYSC) by providing prevention through mentorship and increasing protective factors in high risk youth.

It is estimated that 50 youths will participate in the youth mentorship program annually, and approximately 2,500 Manchester School District students will benefit from presentations provided by the Contractor at School assemblies.

The population to be serviced is youth in Hillsborough County, ages twelve (12) to seventeen (17) who are engaged in violent behaviors at school, in the community, or at home and will focus on youth with suspected or self-reported gang involvement. Hillsborough County has approximately triple the juvenile arrest rate of other counties and this program aims to reduce the number of juvenile violent offenders by providing supportive services that help mitigate environmental risk factors. Supporting services include:

- Individual skills building;
- Prosocial community connections;
- Case management and life coaching;
- Individual and group education;
- Vocational learning;
- Individual mentorship by mentors with lived experience;
- Community resources and service connections;
- Structured recreational time; and
- Career exploration and goal mapping that focuses on the individual strengths and needs of the youth.

This program will incorporate trauma informed and evidence-based practices and will incorporate incentives into the mentorship program. The program will also support parents/guardians by providing support groups, involvement in case planning and goal setting, and open communication throughout the youth's involvement with the program.

Prior to the conclusion of the contract the Contractor must also collaborate and provide a mentorship program guide to support other agencies across the state for expansion and implementation.

The Department will monitor services by:

- Meeting with the contractor monthly, or as otherwise requested by the Department.
- Review of annual reports which shall be based on a federal fiscal year and due by December 1st of each year.
- Review provided data on recidivism rates and rates of successful program completion.
- Review of monthly invoicing and supporting documentation of expenditures.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from November 8, 2024, through December 16, 2024. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The contract was awarded to the Vendor with the overall highest score. This is not a low bid award. The Scoring Sheet is attached.

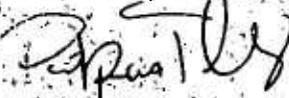
As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will be unable to implement this pilot program to deflect youth from the juvenile justice system and enhance outcomes for youth involved in the juvenile justice system, which supports efforts to reduce the census at Sununu Youth Services Center (SYSC) by providing prevention through mentorship and increasing protective factors in high risk youth in Hillsborough County.

Area served: Hillsborough County

Source of Federal Funds: Assistance Listing Number #16.54 FAIN #15PJDP-21-GG-04750-TITL, 15PJDP-22-GG-04937-MUMU, and 15PJDP-23-GG-05512-MUMU.

Respectfully submitted,



Lori A. Weaver
Commissioner

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFP-2025-DCYF-01-HIGHR-01
 Project Title HIGH-RISK YOUTH MENTORSHIP PILOT PROGRAM

	Maximum Points Available	Manchester Police Athletic League	My Turn	UNH - Institute on Disability
Technical				
Q1 Ability	200	195	180	150
Q2 Practice Models	100	96	70	80
Q3 Capacity	125	112	85	85
Q4 Experience	150	145	125	95
Q5 Knowledge	125	110	105	115
Q6 Incentives	50	46	47	10
Subtotal - Technical	750	704	612	535
Cost				
Vendor Cost	200	199	199	200
Vendor Budget Evaluation	50	45	35	16
Subtotal - Cost	250	244	234	216
TOTAL POINTS	1000	948	846	751
TOTAL PROPOSED VENDOR COST		\$400,000	\$400,000	\$398,364

Reviewer Name
1 Dominique Hicks
2 Shannon Peters
3 Jennifer Archer
5 Renee Touhey-Childress
6 Cortney Levesque
7 Nicole Ferguson

Title
Juvenile Probation Parole Officer
General Ops Manager
Juvenile Justice Specialist
Executive Director (external)
Program Specialist IV
Business Administrator II

Subject: RFP-2025-DCYF-01-HIGHR-01/ High Risk Youth Mentorship Pilot Program

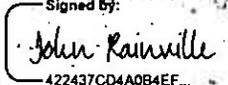
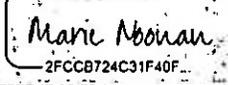
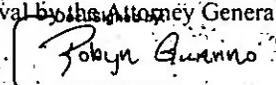
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Police Athletic League, Inc.		1.4 Contractor Address 409 Beech Street, Manchester, NH 03103	
1.5 Contractor Phone Number 603-626-0211	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Signed by: John Rainville Date: 4/21/2025 <small>422437CD4A0B4EF...</small>		1.12 Name and Title of Contractor Signatory John Rainville Executive Director	
1.13 State Agency Signature  Signed by: Marie Noonan Date: 4/25/2025 <small>2FCC8724C31F40F...</small>		1.14 Name and Title of State Agency Signatory Marie Noonan DCYF Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  <small>748734844941480...</small> On: 4/25/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			


 Contractor Initials
 Date 4/21/2025

2. **SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. **EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. **CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision 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 Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. **COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. **PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer, specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials JR
Date 4/21/2025

8. EVENT OF DEFAULT/REMEDIES.

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term, or condition of this Agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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, papers, and documents, all whether finished or unfinished:

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION.

The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Initial
JR

Contractor Initials

Date 4/21/2025

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee, of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. 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 with respect to the subject matter hereof.

Initial
JR
Contractor Initials
Date 4/21/2025

**New Hampshire Department of Health and Human Services
High-Risk Youth Mentorship Pilot Program**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3, in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

1.3. Paragraph 14, Insurance, is amended by adding subparagraph 14.1.3. as follows:

14.1.3. Automobile insurance for Contractor owned vehicles to include bodily injury and property damage in amounts of not less than \$1,000,000 aggregate, and automobile insurance for any vehicles used for transportation of clients that are not owned by Contractor of not less than \$100,000 per occurrence and not less than \$300,000 in the aggregate.

**New Hampshire Department of Health and Human Services
High-Risk Youth Mentorship Pilot Program**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must create a mentorship program, called the High-Risk Youth Mentorship Pilot Program (Program) for youth ages twelve (12) to seventeen (17) in Hillsborough County, New Hampshire, who are engaged in violent or high-risk behaviors at school, in the community, or at home, with the goal of reducing gun and other violence and high-risk behaviors. The Program must focus efforts on youth with suspected or self-reported gang involvement. The Program must provide supportive services and connections to supportive services that include:
 - 1.1.1. Opportunities for youth to be engaged in individual skills building;
 - 1.1.2. Prosocial community connections;
 - 1.1.3. Case management and life coaching;
 - 1.1.4. Individual and group education;
 - 1.1.5. Vocational learning;
 - 1.1.6. Individual mentorship;
 - 1.1.7. Community resources and service connection;
 - 1.1.8. Structured recreational time; and
 - 1.1.9. Career exploration and goal mapping that focuses on the individual strengths and needs of the youth.
- 1.2. The Contractor must ensure services are available in Northern and Southern Hillsborough County.
- 1.3. For the purposes of this Agreement, all references to business hours mean Monday through Friday from 8:00 AM to 5:00 PM.
- 1.4. The Contractor's mentorship program must incorporate the following four elements:
 - 1.4.1. Education on street culture, fundamental life skills such as conflict resolution and program solving, developing fundamental life skills such as conflict resolution and problem solving, raising awareness for available resources, and future mapping and goal setting.
 - 1.4.2. Mediating communications between youth and their peers, family, rivals, and school and community service providers.
 - 1.4.3. Mentorship with individuals with shared life experiences.
 - 1.4.4. Community Connection based on individual needs, including educational support and job training.

Initial
JR

**New Hampshire Department of Health and Human Services
High-Risk Youth Mentorship Pilot Program**

EXHIBIT B

- 1.5. The Contractor must incorporate trauma informed and evidence-based practices into the program by utilizing elements of:
 - 1.5.1. Cognitive Behavioral Therapy.
 - 1.5.2. Dialectical Behavioral Therapy, including:
 - 1.5.2.1. Mindfulness.
 - 1.5.2.2. Emotional regulation.
 - 1.5.2.3. Distress tolerance.
 - 1.5.2.4. Interpersonal effectiveness.
 - 1.5.3. The Power Source evidence-based group curriculum that connects youths to mentors with lived experience.
 - 1.5.4. The U.S. Office of Juvenile Justice and Delinquency Prevention Comprehensive Gang Model which utilizes the following strategies:
 - 1.5.4.1. Community mobilization by building relationships with community partners to help meet the needs of youth and their families.
 - 1.5.4.2. Networking with other organizations that provide training and partnership opportunities.
 - 1.5.4.3. Social intervention referrals.
 - 1.5.4.4. Suppression through youth intervention programs.
 - 1.5.4.5. Organizational change and data collection in order to update key stakeholders and to inform public policy.
- 1.6. The Contractor must help youth build relationships and resources that help mitigate environmental risk factors by remaining informed on the effects of Adverse Childhood Experiences (ACEs) and using that knowledge to map out realistic strategies for mentoring youth.
- 1.7. The Contractor must incorporate incentives into the mentorship program to encourage youth to actively engage in the mentorship program. Incentives include offering meals at weekly meetings, gift certificate raffles, hosting mentorship sessions at various venues throughout the city, and hosting group field trips.
- 1.8. The Contractor must inform youth about the mentorship program through local school assembly presentations.
- 1.9. The Contractor must support parents/guardians by providing support groups, involvement in case planning and goal setting, and open communication beginning at intake and throughout the youth's involvement with the program.

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- 1.10. The Contractor must employ at least one (1) clinical supervisor and either two (2) mentors or one (1) mentor and (1) caseworker. If employing two (2) mentors, one (1) mentor must have lived experience as it relates to this population, having engaged in or experienced street violence or violence within the home.
 - 1.10.1. The Contractor must ensure that the clinical supervisor has a minimum of one (1) of the following licenses in New Hampshire:
 - 1.10.1.1. Clinical Mental Health Counselor (LCMHC);
 - 1.10.1.2. Independent Clinical Social Worker (LICSW);
 - 1.10.1.3. Pastoral Psychotherapist (LPP);
 - 1.10.1.4. Marriage and Family Therapist (LMFT);
 - 1.10.1.5. School Social Worker (LSSW); or
 - 1.10.1.6. Psychologist.
- 1.11. The Contractor must have written policies that include, but are not limited to:
 - 1.11.1. Specific modalities.
 - 1.11.2. Boundaries.
 - 1.11.3. Trauma informed care.
 - 1.11.4. State reporting policies.
 - 1.11.5. Ethics and crisis response.
- 1.12. The Contractor must use up to a one (1) to five (5) caseworker to youth ratio and have four (4) to five (5) contacts with each youth per week.
- 1.13. The Contractor must create a referral process and engage in outreach to stakeholders and referral sources to message the program's opportunities. This includes appropriate referrals for mentorship from:
 - 1.13.1. Juvenile Probation Parole.
 - 1.13.2. Law Enforcement.
 - 1.13.3. Diversion Programs.
 - 1.13.4. Bureau of Children's Behavioral Health.
 - 1.13.5. Child Protection Services Workers.
 - 1.13.6. Licensed Mental Health Clinicians.
 - 1.13.7. Schools.
 - 1.13.8. Manchester Housing & Redevelopment Authority staff.
 - 1.13.9. Non-profit youth serving agencies.

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- 1.14. The Contractor must collaborate with other community-based services.
- 1.15. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.16. The Contractor must provide a mentorship program guide to the Department thirty days prior to the completion date of this Agreement to support other agencies across the state for expansion and implementation. The guide must include:
 - 1.16.1. An organizational chart with staffing roles and responsibilities;
 - 1.16.2. A training outline for both onboarding staff and in service training needs;
 - 1.16.3. An overview of the program;
 - 1.16.4. An explanation of the referral process, and the referral assessment procedures;
 - 1.16.5. Programming, therapeutic services, and rules;
 - 1.16.6. Parent engagement and communication;
 - 1.16.7. Incentives, philosophy and practices;
 - 1.16.8. Crisis support and mitigation practices to support youths' continuity in the community; and
 - 1.16.9. A cost analysis for sustainability.
- 1.17. The Contractor must evaluate sustainability planning and incorporate those plans into the Annual Reports referenced in Section 1.21.2. below.
- 1.18. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.19. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.20. The Contractor must ensure staff participate in annual training on "Know & Tell" Granite State Children's Alliance child abuse and neglect recognition and reporting - "Mental Health First Aid" National Council for Mental Wellbeing - Adverse Childhood Experiences - Motivational Interviewing as required by the Department.
- 1.21. The Contractor must support youth in community engagement by providing transportation when needed, as well as through both group field trips and individual introductions to available service providers. The Contractor must ensure the youth's parent or guardian consents to transportation.

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- 1.21.1. Contractor staff and mentors must provide a valid driver's license to be allowed to transport clients in vehicles provided by the Contractor. If Contractor staff or mentors are providing transportation in personal vehicles, they must also provide proof in automobile insurance as referenced in Exhibit A of this Agreement. All vehicles must be equipped with Contractor supplied dashboard cameras, in compliance with state and federal law, to monitor the interior of the vehicle.
- 1.21.2. The Contractor must ensure that staff and mentors are not permitted at any time to bring clients to their personal homes. All activities occurring outside of the Contractor's physical location must be approved by the Contractor.

1.22. Reporting

- 1.22.1. The Contractor must provide DCYF and the Juvenile Justice Reform Commission with data on recidivism rates and rates of successful completion of the program. For each youth served, the data shall include:
 - 1.22.1.1. Age;
 - 1.22.1.2. Race;
 - 1.22.1.3. Gender;
 - 1.22.1.4. Referral source;
 - 1.22.1.5. Family composition; and
 - 1.22.1.6. Self-reported and suspected gang involvement.
- 1.22.2. The Contractor must submit annual reports to the Department that provide a detailed overview of the project's impact on the community to include, but not be limited to:
 - 1.22.2.1. Accomplishments of the program and how any challenges were addressed.
 - 1.22.2.2. A review of all data with analyzation of the outcomes and trends for youth involved in the program.
 - 1.22.2.3. Goals moving forward.
 - 1.22.2.4. A sustainability plan and action steps with review of what the program has done towards completion of those steps.
- 1.22.3. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

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1.22.3.1. Completion of Title III Formula Grants Program Performance Measures outlined by the Federal Office of Juvenile Justice Delinquency Prevention and attached as Exhibit G, to include the following sections:

- 1.22.3.1.1. Individuals Served;
- 1.22.3.1.2. Service Delivery;
- 1.22.3.1.3. Training and Technical Assistance;
- 1.22.3.1.4. Prevention and Intervention Outcomes;
- 1.22.3.1.5. Youth Accountability;
- 1.22.3.1.6. Protective Factors; and
- 1.22.3.1.7. Productive Lives and Victimization.

1.22.4. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

1.23. Background Checks

1.23.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.23.1.1. A criminal background check, at the Contractor's expense, and:

1.23.1.1.1. Convictions for violent or sexual crimes against minors will be disqualifying;

1.23.1.1.2. For mentors with criminal convictions, other than for the crimes listed above, the Contractor shall engage in communication with the Department of Corrections, or other supervisory authority, to obtain information on prospective mentors with lived experience to ensure they have received rehabilitation that mitigates any risk of involvement in this program;

1.23.1.1.3. For mentors with criminal convictions who were not or are not involved with the Department of Corrections, the Contractor shall conduct an investigation to determine whether the individual poses a present threat to the safety of children. The investigation shall include an opportunity for the individual to present

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evidence to show that the individual does not pose a threat to the safety of children.

1.23.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, for listed individuals the Contractor shall conduct an investigation to determine whether the individual poses a present threat to the safety of children. The investigation shall include an opportunity for the individual to present evidence to show that the individual does not pose a threat to the safety of the children, the Contractor must also obtain a waiver from the Department prior to hiring; and

1.23.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, for listed individuals the Contractor shall conduct an investigation to determine whether the individual poses a present threat to the safety of children. The investigation shall include an opportunity for the individual to present evidence to show that the individual does not pose a threat to the safety of the children, the Contractor must also obtain a waiver from the Department prior to hiring.

1.23.2. Mentors with lived experience must undergo a process of assessing their current behaviors and be monitored to ensure they continue to adhere to a responsible way of living free from criminal behaviors.

1.24. Confidential Data

1.24.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.24.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.25. Privacy Impact Assessment

1.25.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its

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system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 1.25.1.1. How PII is gathered and stored;
 - 1.25.1.2. Who will have access to PII;
 - 1.25.1.3. How PII will be used in the system;
 - 1.25.1.4. How individual consent will be achieved and revoked; and
 - 1.25.1.5. Privacy practices.
- 1.25.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.26. Department Owned Devices, Systems and Network Usage

1.26.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

- 1.26.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.26.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.26.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access

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- 1.26.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.26.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.26.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.26.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.26.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.26.1.9. Agree when utilizing the Department's email system:
 - 1.26.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 1.26.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.26.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

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1.26.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.26.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.26.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.26.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.26.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.26.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.26.2. Workspace Requirement

1.26.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.27. Contract End-of-Life Transition Services

1.27.1. General Requirements

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- 1.27.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 1.27.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.27.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.
- 1.27.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.27.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and

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conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.27.1.6. In the event the Contractor has commingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.27.2. Completion of Transition Services

1.27.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.27.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.27.3. Disagreement over Transition Services Results

1.27.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.28. Website and Social Media

1.28.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.

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1.28.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.28.3. State of New Hampshire's Website Copyright

1.28.3.1. All right, title and interest in the State WWW site; including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement, which has been executed by the parties.
- 2.4. The Contractor must complete Title II Formula Grants Program Performance Measures in accordance with Exhibit G.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or

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required, e.g., the United States Department of Health and Human Services.”

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data

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- evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 4.1.2 All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders; vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.1.3 Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2 During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives, must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3 If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1 100% Federal funds, New Hampshire's 3-year Plan – Delinquency Prevention Title II Formula Grant, as awarded on September 8, 2022, December 22, 2022, September 28, 2023 by the Office of Justice Programs Office of Juvenile Justice Delinquency Prevention, ALN # 16.54, FAIN # 15PJDP-21-GG-04750-TITL, 15PJDP-22-GG-04937-MUMU, and 15PJDP-23-GG-05512-MUMU.
2. For the purposes of this Agreement the Department has identified:
 - 2.1 The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
 - 2.2 The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3 The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1 Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2 Is submitted in a format as provided by or otherwise acceptable to the Department.
 - 4.3 Identifies and requests payment in accordance with Section 3 above.
 - 4.4 Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.
 - 4.5 Is completed, dated and returned to the Department to initiate payment.
 - 4.6 Is assigned an electronic signature and is emailed to DCYFInvoices@dhs.nh.gov or mailed to:

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

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5. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.
6. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7., Completion Date.
7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial

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EXHIBIT C

audits performed by an independent CPA upon request by the Department.

- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.
9. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

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New Hampshire Department of Health and Human Services			
Contractor Name:		Manchester Police Athletic League	
Budget Request for:		High Risk Youth Mentorship Pilot Program	
Budget Period:		G & C Approval - June 30, 2027	
Indirect Cost Rate (if applicable)		7.35%	
	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	\$20,270	\$121,800	\$121,800
2. Fringe Benefits	\$1,970	\$11,850	\$11,850
3. Consultants	\$0	\$0	\$0
4. Equipment			
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$3,000	\$0	\$0
5.(a) Supplies - Educational	\$500	\$1,000	\$1,000
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies - Office	\$700	\$500	\$500
6. Travel	\$1,400	\$8,080	\$8,080
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$600	\$3,000	\$3,000
8. (c) Other - Other - Incentives	\$7,500	\$21,400	\$21,400
Other - Mobile Phones	\$960	\$2,880	\$2,880
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$36,900	\$170,510	\$170,510
Total Indirect Costs	\$3,100	\$9,490	\$9,490
Subtotals	\$40,000	\$180,000	\$180,000
		TOTAL \$	400,000.00

Initials
JR

Contractor Initials: _____
Date: 4/21/2025

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each Agreement during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the Agreement. False certification or violation of the certification shall be grounds for suspension of payments; suspension or termination of Agreements, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-6505

1. The Contractor certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The Contractor's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will:
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

- 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:
 - 1.6.1. 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
 - 1.6.2. 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;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here:

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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 awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).
2. 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 contract, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ocr/201009-0348-022/doc/20388401>
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689, and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. Have not within a three-year period preceding this proposal (Agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain; or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan.
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements.
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms; and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this Agreement, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any sub award or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

As the Grantee identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: HXH7NMQURG3
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here
If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

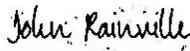
If the answer to #3 above is YES, stop here
If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Contractor Name: Manchester Police Athletic League

4/21/2025
Date:

Signed by:

 Name: John Rainville
 Title: Executive Director

Initial


New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A: Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data, and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

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DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

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DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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DHHS Information Security Requirements

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



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Exhibit F

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

(2) Business Associate Use and Disclosure of Protected Health Information

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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Business Associate Agreement

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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Business Associate Agreement

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- security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
 - I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
- g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

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Business Associate Agreement

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website.
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

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Business Associate Agreement

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
c. Data Ownership - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
d. Interpretation - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Manchester Police Athletic League

The State

Name of the Contractor

DocuSigned by:

Signed by:

Marie Noonan

John Rainville

Signature of Authorized Representative

Signature of Authorized Representative

Marie Noonan

John Rainville

Name of Authorized Representative

Name of Authorized Representative

DCYF Director

Executive Director

Title of Authorized Representative

Title of Authorized Representative

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Office of Juvenile Justice and Delinquency Prevention
State and Tribal Relations Assistance Division

Title II Formula Grants Program Performance Measures Definitions and Questions

OUTPUTS	DEFINITIONS	QUESTIONS
Individuals Served		
<p>1. Number of individuals served (by population) (OJJDP Overall)</p>	<p>To be "served" means a program, organization, or system admitted an individual and actively provided them services funded by OJJDP.</p> <p>Report individuals as served if an individual received services during the previous activity period and continued to receive services in the current activity period (carried over) or who began receiving services during the current activity period (new admission). To prevent duplications, count individuals once and only when they started receiving services, regardless of the number of times the individual may be served.</p> <p>A parent may be a child's biological parent, adoptive parent, foster parent, stepparent through marriage, or a temporary adult caregiver. A legal guardian is appointed by a judge to take care of a minor child.</p> <p>Additional family members include siblings and extended family members such as grandparents, aunts/uncles, and cousins, or individuals identified by the youth as family.</p>	<p>A. Number of children (ages 0-10) served who were carried over</p> <p>B. Number of children (ages 0-10) served who were new admissions</p> <p>C. Number of youth (ages 11-17) served who were carried over</p> <p>D. Number of youth (ages 11-17) served who were new admissions.</p> <p>E. Number of young adults (ages 18-24) served who were carried over</p> <p>F. Number of young adults (ages 18-24) served who were new admissions.</p> <p>G. Number of parents/legal guardians served who were carried over</p> <p>H. Number of parents/legal guardians served who were new admissions</p> <p>I. Number of additional family members served who were carried over</p> <p>J. Number of additional family members served who were new admissions</p>

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Title II Formula Grants Program Performance Measures Definitions and Questions

OUTPUTS	DEFINITIONS	QUESTIONS
Service Delivery		
<p>2. Percentage of eligible individuals served by an evidence-based program or practice (OJJDP Overall)</p>	<p>A program or practice is defined as evidence-based if up to 3 rigorous outcome evaluations (utilizing experimental or quasi-experimental designs) demonstrated its effectiveness by measuring the relationship between the program and its intended outcome(s) and has the ability to replicate and scale when implemented with fidelity.</p> <p>A program is a specific set of activities carried out according to guidelines to achieve a defined purpose. The results apply to the exact set of activities and procedures used for that one program as it was implemented at the time of evaluation. A program profile can answer: Did the ABC Mentoring Program in X-town, USA achieve its goals?</p> <p>A practice is defined as evidence-based when meta-analyses of experimental or quasi-experimental designs assess the average effectiveness of the practice on various outcomes across several studies. The practice must have the highest quality of evidence with a statistically significant average effect size favoring the practice.</p> <p>A practice is a general category of programs, strategies, or procedures that share similar characteristics about the issues they address and how they address them. A single evidence rating is given for each outcome affected by the practice. A practice profile can answer: Does mentoring usually achieve its goal?</p> <p>Evidence-based programs or practices can come from various valid sources (e.g., OJJDP Model Programs Guide, Blueprints for Violence Prevention, Substance Abuse and Mental Health Services Administration's National Registry of Evidence-Based Programs and Practices, Office of Justice Programs CrimeSolutions.gov, and State model program resources).</p>	<p>A. Number of individuals served by an evidence-based program.</p> <p>B. Number of individuals served by an evidence-based practice.</p> <p>C. Name and source of evidence-based program.</p> <p>D. Name and source of evidence-based practice.</p>

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Title II Formula Grants Program Performance Measures Definitions and Questions

OUTPUTS	DEFINITIONS	QUESTIONS
<p>3. Percentage of eligible individuals served by a promising program or practice (OJDP Overall)</p>	<p>A promising program is defined as promising if it does not satisfy the strict definition of an evidence-based program, but some evidence demonstrates achievement of intended outcomes. More extensive research is recommended.</p> <p>A program is a specific set of activities carried out according to guidelines to achieve a defined purpose. The results apply to the exact set of activities and procedures used for that one program. A program profile can answer: Did the ABC Mentoring Program in X-town, USA, achieve its goals?</p> <p>A promising practice is defined as promising if it does not satisfy the strict definition of an evidence-based practice, but some evidence demonstrates achievement of intended outcomes. The practice must have a moderate quality evidence with statistically significant average effect size favoring the practice. More extensive research is recommended.</p> <p>A practice is defined as a general category of programs, strategies, or procedures that share similar characteristics about the issues they address and how they address them. A practice profile can answer: Does mentoring usually achieve its goals?</p>	<p>A. Number of individuals served by a promising program</p> <p>B. Number of individuals served by a promising practice</p> <p>C. Name and source of promising program</p> <p>D. Name and source of promising practice</p>
<p>4. Percentage of eligible individuals served by a diversion service (Multi-Program)</p>	<p>Diversion services are intended to redirect youthful offenders from the juvenile justice system through services and supports as an alternative to formal processing in the juvenile justice system. Diversion from formal processing is dependence on successful completion of service requirements.</p>	<p>A. Number of individuals who received diversion services</p>

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Title II Formula Grants Program Performance Measures Definitions and Questions

OUTPUTS	DEFINITIONS	QUESTIONS
Training and Technical Assistance		
5. Number of training events held (OJJDP Overall)	Training refers to in-person or virtual teaching and learning activities, including planning, curriculum development and delivery, aimed to help individuals apply the knowledge, skills, and attitudes needed by a task, job, or organization. Training event(s) are planned activities that are delivered to help individuals apply knowledge, skills, and attitudes needed by a task, job, or organization. Training events include both train-the-trainer and training of individuals. Training request(s) are any formal or informal inquiries for learning activities, curriculum development and delivery, for a group of individuals or organizations.	A. Number of training requests received B. Number of training events held
6. Number of individuals trained (population trained) (OJJDP Overall)	Number of individuals who attended a training event.	A. Number of individuals trained B. Population trained
7. Percentage of technical assistance requests delivered (OJJDP Overall)	Technical assistance refers to development, dissemination, and delivery of specialized knowledge or expertise to an organization or group of individuals to address a problem, for the purpose of informing policy, procedure, or practice.	A. Number of technical assistance requests accepted B. Number of technical assistance requests delivered by type
Program Output		
8. Funds allocated per Title II program area (Program Specific)	After-care Reentry Community-based programs that prepare targeted youth to successfully return to their homes and communities after confinement in a training school, youth correctional facility, or other secure institution. These programs focus on preparing youth for release and providing a continuum of follow-up postplacement services to promote successful reintegration into the community.	A. Please select the program area(s) where you allocated funds and indicate the amounts allocated: 1. Aftercare/Reentry 2. After-School Programs 3. Alternatives to Detention 4. Child Abuse and Neglect Programs 5. Community-Based Programs and Services 6. Delinquency Prevention 7. Gangs

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OUTPUTS	DEFINITIONS	QUESTIONS
	<p>After-school Programs Programs that provide at-risk youth and youth in the juvenile justice systems with a range of age-appropriate activities, including tutoring, mentoring, and other educational and enrichment activities.</p> <p>Alternatives to Detention These are community- and home-based alternatives to incarceration and institutionalization including for youth who need temporary placement such as crisis intervention, shelter, and after-care and for youth who need residential placement such as a continuum of foster care or group home alternatives that provide access to a comprehensive array of services.</p> <p>Child Abuse and Neglect Programs that provide treatment to juvenile offenders who are victims of child abuse or neglect and to their families to reduce the likelihood that such youth offenders will commit subsequent violations of law.</p> <p>Community-based Programs and Services These programs and services are those that work pre- and post-confinement with:</p> <ul style="list-style-type: none"> a. Parents and other family members to strengthen families to help keep youth in their homes. b. Youth during confinement and their families to ensure safe return of youth home and to strengthen the families. c. Parents with limited English-speaking ability. <p>Delinquency Prevention Comprehensive juvenile justice and delinquency prevention programs that meet needs of youth through collaboration of the many local systems before which a youth may appear, including schools, courts, law enforcement agencies, child</p>	<ul style="list-style-type: none"> 8. Graduated and Appropriate Sanctions 9. Hate Crimes 10. Job Training 11. Learning and Other Disabilities 12. Mental Health Services 13. Mentoring, Counseling, and Training Programs 14. Positive Youth Development 15. Probation 16. Protecting Juvenile Rights 17. School Programs 18. Substance and Alcohol Abuse 19. Compliance Monitoring 20. Deinstitutionalization of Status Offenders 21. Disproportionate Minority Contact 22. Diversion 23. Gender-Specific Services 24. Indian Tribe Programs 25. Indigent Defense 26. Jail Removal 27. Juvenile Justice System Improvement 28. Planning and Administration 29. Reducing Probation Officer Caseloads 30. Rural Area Juvenile Programs 31. Separation of Juveniles from Adult Inmates 32. State Advisory Group Allocation

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Title II Formula Grants Program Performance Measures Definitions and Questions

OUTPUTS	DEFINITIONS	QUESTIONS
	<p>protection agencies, mental health agencies, welfare services, healthcare agencies, and private nonprofit agencies offering youth services.</p> <p>Gangs Programs, research, or other initiatives primarily to address issues related to youth gang activity. This program area includes prevention and intervention efforts directed at reducing gang-related activities.</p> <p>Graduated and Appropriate Sanctions Programs to encourage courts to develop and implement a continuum of post-adjudication restraints which include expanded use of probation, mediation, restitution, community service, treatment, home detention, intensive supervision, electronic monitoring, translation services and similar programs, and secure community-based treatment facilities linked to other support services such as health, mental health, education (remedial and special), job training, and recreation. Programs to assist in design and use of evidence-based risk assessment instruments to aid in application of appropriate sanctions.</p> <p>Hate Crimes Programs to prevent and reduce hate crimes committed by youth.</p> <p>Job Training Projects to enhance the employability of youth or prepare them for future employment. Such programs may include job readiness training, apprenticeships, and job referrals.</p> <p>Learning and Other Disabilities Programs concerning youth delinquency and disability, including on-the-job training to assist community services, law enforcement, and juvenile justice personnel to recognize and provide for learning and other disabled juveniles.</p>	

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Title II Formula Grants Program Performance Measures Definitions and Questions **7**

OUTPUTS	DEFINITIONS	QUESTIONS
	<p>Mental Health Services Programs providing mental health services for youth in custody in need of such services including, but are not limited to assessment, development of individualized treatment plans, and discharge plans.</p> <p>Mentoring, Counseling, and Training Programs Programs to develop and sustain a one-to-one supportive relationship between a responsible adult age 18 or older (mentor) and an at-risk youth, youth who have offended, or youth with a parent or legal guardian who is or was incarcerated (mentee), that takes place on a regular basis. These programs may support academic tutoring, vocational and technical training, and drug and violence prevention counseling.</p> <p>Positive Youth Development Programs that assist delinquent and at-risk youth in obtaining a sense of safety and structure, belonging and membership, self-worth and social contribution, independence and control over one's life, and closeness in interpersonal relationships.</p> <p>Probation Programs to expand use of probation officers particularly to permit nonviolent youth offenders, including status offenders, to remain with their families as an alternative to incarceration or institutionalization and to ensure youth meet terms of their probation.</p> <p>Protecting Juvenile Rights Projects to develop and implement activities focused on improving services for and protecting the rights of youth affected by the juvenile justice system, including hiring court-appointed defenders, providing training, coordination; and innovative strategies for indigent defense services.</p>	

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Title II Formula Grants Program Performance Measures Definitions and Questions

OUTPUTS	DEFINITIONS	QUESTIONS
	<p>School Programs Education programs or supportive services in traditional public schools and in detention/corrections education settings to encourage youth to remain in school or alternative learning programs, to support transition to work and self-sufficiency, and to enhance coordination between correctional programs and juveniles local education programs for purposes of ensuring the instruction they receive outside school is aligned with that provided in their schools and that any identified learning problems are communicated.</p> <p>Substance and Alcohol Abuse Programs, research, or other initiatives to address the use and abuse of illegal and other prescription and nonprescription drugs and the use and abuse of alcohol. Programs include control, prevention, and treatment.</p> <p>Compliance Monitoring Programs, research, staff support, or other activities performed primarily to enhance or maintain a state's ability to adequately monitor jails, detention facilities, and other facilities to assure compliance with sections 223(a)(11), (12), (13), and (22) of the Juvenile Justice and Delinquency Prevention (JJDP) Act.</p> <p>Deinstitutionalization of Status Offenders Programs, research, or other initiatives to eliminate or prevent the placement of accused or adjudicated status offenders and nonoffenders in secure facilities, pursuant to Section 223(a)(11) of the JJDP Act.</p> <p>Disproportionate Minority Contact Programs, research, or other initiatives primarily to address the disproportionate number of youth members of minority groups who come into contact with the juvenile justice system, pursuant to Section 223(a)(22) of the JJDP Act.</p>	

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Title II Formula Grants Program Performance Measures Definitions and Questions

OUTPUTS	DEFINITIONS	QUESTIONS
	<p>Diversion Programs to divert youth from entering the juvenile justice system, including restorative justice programs such as youth or teen courts, victim-offender mediation, and restorative circles.</p> <p>Gender Specific Services Services to address offenders' gender-specific needs, especially those of female offenders in the juvenile justice system.</p> <p>Indian Tribe Programs Programs to address youth justice and delinquency prevention issues for Indian Tribes and Alaska Natives.</p> <p>Indigent Defense Hiring court-appointed defenders and providing training, coordination, and innovative strategies for indigent defense.</p> <p>Jail Removal Programs, research, or other initiatives to eliminate or prevent the detention or confinement of youth in adult jails and lockups, as defined in Section 223(a)(13) of the JJDP Act.</p> <p>Juvenile Justice System Improvement Programs, research, and other initiatives to examine issues or improve practices, policies, or procedures on a system-wide basis (e.g., examining problems affecting decisions from arrest to disposition and detention to corrections).</p> <p>Planning and Administration Activities related to state plan development, other pre-award activities, and administration of the Formula Grants Program, including evaluation, monitoring, and staffing pursuant to the JJDP Act at 42 U.S.C. § 5632(c) and the OJJDP Formula Grant Regulation at 28 C.F.R. Part 31, Subpart B, § 31.102.</p>	

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Title II Formula Grants Program Performance Measures Definitions and Questions

OUTPUTS	DEFINITIONS	QUESTIONS
	<p>Reducing Probation Officer Caseloads Incentive grants to units of general local government that reduce the caseload of probation officers within such units. Grants may not exceed 5 percent of award, excluding State Advisory Groups' allocation.</p> <p>Rural Area Juvenile Programs Prevention, intervention, and treatment services in an area located outside a metropolitan statistical area as designated by the U.S. Bureau of the Census.</p> <p>Separation of Juveniles from Adult Inmates Programs that ensure that youth will not be detained or confined in any institutions where they may come into contact with adult inmates, pursuant to Section 223(a)(12) of the JJDP Act.</p> <p>State Advisory Group SAG Allocation Activities related to carrying out the state advisory group's responsibilities under Section 223(a)(3) of the JJDP Act.</p>	
<p>9. Percentage of subaward funding decisions made to fulfill statewide 3-year plan (Program Specific)</p>	<p>Subawards (subgrants) is funding given to a subrecipient to carry out part of the funded award or program.</p> <p>A statewide 3-year plan is crafted by the State Advisory Group to outline the state's activities, over a 3-year period, to prevent juvenile delinquency and improve the juvenile justice system.</p> <p>Identify how many subawards fulfilled the goals and activities outlined in the 3-year plan.</p>	<p>A. Number of subawards B. Number of subawards fulfilled a goal of the state 3-year plan</p>
<p>10. Percentage of subawards that met the goals stated in their application (Program Specific)</p>	<p>Subawards (subgrants) is funding given to a subrecipient to carry out part of the funded award or program.</p> <p>Identify how many subawards met the goals stated in their applications at the end of their award cycle.</p>	<p>A. Number of subawards that ended during the reporting period B. Number of subawards that met the goals stated in their application</p>

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Title II Formula Grants Program Performance Measures Definitions and Questions

OUTCOMES	DEFINITIONS	QUESTIONS
Training and Technical Assistance		
11. Percentage of training participants who reported they applied training knowledge or skills within 3 months of attending a training (OJJDP Overall)	Number of individuals who reported they used the knowledge or skills learned at a training event within 3 months of attending the training, as determined by a post-survey.	A. Number of participants that used the skills or knowledge learned at a training within 3 months of attending the training
12. Percentage of organizations who employed a new evidence-based or promising service, policy, or practice recommended by a technical assistance provider (OJJDP Overall)	Number of organizations who reported employing a new evidence based or promising service, policy, or practice as a result of receiving technical assistance.	A. Number of organizations received technical assistance B. Number of organizations that employed a new evidence-based or promising service, policy, or practice after receiving technical assistance C. Number of organizations that employed a new service, policy, or practice after receiving technical assistance
Prevention/Intervention Outcomes		
13. Percentage of eligible individuals detained (OJJDP Overall)	Detention refers to the placement of a youth in a facility under court authority at some point between the time of referral to court intake and case disposition. Detention prior to case disposition is known as pre-dispositional detention. Detention after sentencing is post-dispositional detention. Post-dispositional detention includes awaiting placement or short-term sentencing to detention. Count individuals who received either type of detention.	A. Number of individuals eligible for detention B. Number of individuals detained of those eligible

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Title II Formula Grants Program Performance Measures Definitions and Questions

OUTCOMES	DEFINITIONS	QUESTIONS
<p>14. Percentage of eligible individuals adjudicated for a delinquency offense (OJJDP Overall)</p>	<p>Adjudication is a judicial determination (judgment) that a juvenile is responsible for the delinquency offense charged in a petition or other charging document.</p> <p>Delinquency offense is an act committed by a juvenile that would be criminal if committed by an adult. The juvenile court has jurisdiction over delinquent acts. Delinquent acts are defined in statute.</p>	<p>A. Number of individuals served.</p> <p>B. Number of individuals adjudicated for a first time delinquency offense</p> <p>C. Number of individuals adjudicated for a subsequent delinquency offense</p>
<p>15. Percentage of eligible individuals adjudicated for a status offense (OJJDP Overall)</p>	<p>Adjudication is a judicial determination (judgment) that a juvenile is responsible for a status offense charged in a petition or other charging document.</p> <p>A status offense is an act or conduct that would not, under the law of the jurisdiction in which the offense was committed, be a crime if committed by an adult. Status offenses may include truancy, curfew violations, incorrigibility, running away, and underage possession and/or consumption of alcohol or tobacco based on the individual's age and state and local statute.</p>	<p>A. Number of individuals served.</p> <p>B. Number of individuals adjudicated for a first time status offense</p> <p>C. Number of individuals adjudicated for a subsequent status offense</p>
<p>16. Percentage of eligible individuals who violated a court order/condition (OJJDP Overall)</p>	<p>Court conditions or orders are documented behavior and service participation expectations ordered by the justice system that an individual must complete to end the system's jurisdiction over an individual. Court conditions or orders include pre-dispositional orders pending trial, post-dispositional orders (i.e., probation), and/or diversion program conditions.</p>	<p>A. Number of individuals assigned a court order/condition</p> <p>B. Number of individuals who violated a court order/condition</p>

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OUTCOMES	DEFINITIONS	QUESTIONS
Program Quality		
<p>17. Percentage of eligible individuals who completed their intended service requirements (OJJDP Overall)</p>	<p>Service requirements are the actions, behavior changes, and/or outcomes an individual is expected to achieve as defined by the program model and an individual's risk level. For example, a diversion program may last 1 month, and a family therapeutic program may last 9 months. Count individuals who exited a service on any day between the first and last days of the activity period. Exit early means an individual exited the service before the intended time.</p>	<p>A. Number of eligible individuals who exited the service B. Number of individuals who exited the service on time and who completed the service's requirements C. Number of individuals who exited the service early and who completed the service's requirements D. Number of individuals who exited the service after the intended time and who completed the service's requirements E. Number of individuals who exited the service on time and who did not complete the service's requirements F. Number of individuals who exited the service early and who did not complete the service's requirements G. Number of individuals who exited the service after the intended time and who did not complete the service's requirements</p>
<p>18. Percentage of eligible individuals who completed the required court conditions (OJJDP Overall)</p>	<p>Court conditions are documented behavior and service participation expectations ordered by the justice system and/or a judge that an individual must complete to end the system's jurisdiction over the individual's life. Completion means an individual successfully met the requirements as defined by the court.</p>	<p>A. Number of individuals assigned conditions by the court B. Number of individuals who completed their assigned court conditions</p>

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Title II Formula Grants Program Performance Measures Definitions and Questions

OUTCOMES	DEFINITIONS	QUESTIONS
Youth Accountability		
<p>19. Percentage of eligible individuals who completed their required community service hours (Multi-Program)</p>	<p>Community service is a sentencing option mandated by the courts, as part of the court's conditions or orders, that requires an individual to complete a specified number of hours of service or labor for a community-based or public organization.</p>	<p>A. Number of individuals court-mandated to complete community service hours B. Number of individuals who completed their court-mandated community service hours</p>
Protective Factors		
<p>20. Percentage of eligible individuals who exhibited improved self-esteem (OJJDP Overall)</p>	<p>Self-esteem is perceiving oneself as worthy of esteem or respect. Examples of self-esteem and positive identity include having a sense of purpose, a positive view of personal future, and perception of personal power (an individual feels they have control over things that happen to them). The simplest evaluation design is pre- and post-test, defined as a before and after assessment to measure whether the expected changes took place in the participants in a program.</p>	<p>A. Number of individuals who received services to improve self-esteem B. Number of eligible individuals who exhibited an improvement in self-esteem</p>
<p>21. Percentage of eligible individuals with improved parent/caregiver relationships (OJJDP Overall)</p>	<p>An improved parent/caregiver relationship is defined as increased positive interactions between a child and their parent/caregiver. Examples include improved positive communication, a strengthened bond, frequent shared activities, trust, and increased emotional and practical support provided by a parent/caregiver to a child. A parent may be a child's biological parent, adoptive parent, foster parent, stepparent through marriage, or a temporary adult caregiver. A legal guardian is appointed by a judge to take care of a minor child. Additional family members include siblings and extended family members such as grandparents, aunts/uncles, and cousins, or individuals identified by the youth as family.</p>	<p>A. Number of individuals who received services to improve parent/caregiver relationships B. Number of eligible individuals who exhibited improved parent/caregiver relationships</p>

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OUTCOMES	DEFINITIONS	QUESTIONS
<p>22. Percentage of eligible individuals who participated in positive leisure/recreational activities (OJJDP Overall)</p>	<p>Leisure/recreational activities are structured or unstructured activities that an individual chooses to refresh their mind and bodies. Examples of unstructured activities include walking, meditating, reading, swimming, playing games, and dancing. Examples of structured activities include art lessons, music practice, sports activities, clubs, and involvement in youth programs, or afterschool programs.</p>	<p>A. Number of individuals who received services to promote participation in positive leisure/recreational activities B. Number of eligible individuals who participated in positive leisure/recreational activities</p>
<p>23. Percentage of eligible individuals who exhibited improved social competencies (OJJDP Overall)</p>	<p>Social competence is the ability to achieve personal goals in social interactions while simultaneously maintaining positive relationships with others over time and across situations. Examples of social competencies include planning, decisionmaking, empathy, sensitivity, cultural competence, and peaceful conflict resolution. The simplest evaluation design is pre- and post-test, defined as a before and after assessment to measure whether the expected changes took place in the participants in a program.</p>	<p>A. Number of individuals who received services to improve social competencies B. Number of eligible individuals who exhibited social competencies</p>
<p>24. Percentage of eligible individuals who actively engaged with school (OJJDP Overall)</p>	<p>Active engagement with school is multifaceted and includes a student who demonstrated behavioral engagement (i.e., class preparation, good attendance, participation in school activities); emotional engagement (i.e., liked school, interested in school); and cognitive engagement (i.e., self-regulated, exerted extra effort to do well, set academic goals). Engagement also includes student connectedness (feeling a sense of belonging) and bonding (strong relationships with teachers and other students).</p>	<p>A. Number of individuals who received services to improve school engagement B. Number of eligible individuals who exhibited active engagement with school</p>
<p>25. Percentage of eligible individuals who exhibited improved mental health (OJJDP Overall)</p>	<p>A mental health disorder is defined as any clinically significant behavioral or psychological syndrome characterized by the presence of distressing symptoms, impairment of functioning, or significantly increased risk of suffering death, pain, disability, or loss of freedom. The definition does not include deviant behavior, disturbances that are essentially conflicts between the individual and society or expected and culturally sanctioned responses to events.</p>	<p>A. Number of individuals who received services to improve mental health B. Number of eligible individuals who exhibited improved mental health</p>

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OUTCOMES	DEFINITIONS	QUESTIONS
26. Percentage of eligible individuals who abstained from or reduced substance misuse. (OJJDP Overall)	Substance misuse is defined as the risky use of substances without addiction, including heavy or excessive use of alcohol, underage drinking, any use of illicit substances, and use of prescription medications without medical justification. Use of illegal substances includes, but is not limited to, illegal drugs (e.g., heroin), prescription and nonprescription drugs, and alcohol, depending on the legal age to use a substance in local, state, or federal statute. Abstinence is defined as not misusing substances.	A. Number of individuals who received services for substance misuse B. Number of individuals who abstained from illegal substance use C. Number of individuals who abstained from legal substance use D. Number of individuals who reduced illegal substance misuse E. Number of individuals who reduced legal substance misuse
Productive Lives		
27. Percentage of eligible individuals who completed high school. (OJJDP Overall)	Number of individuals who received a diploma from a traditional high school, an alternative high school, or a General Education Development.	A. Number of eligible individuals who received a high school diploma or a General Education Development
28. Percentage of eligible individuals employed (full or part time). (OJJDP Overall)	Number of individuals who worked full time (40 hours or more per week) or part time (20 hours or less per week). Employment includes paid employment, a paid or unpaid internship, or participation in an apprenticeship program.	A. Number of eligible individuals employed (full or part time)
Victimization		
29. Number of individuals experienced victimization. (OJJDP Overall)	Victimization is defined as an individual impacted by either a violent or non-violent event directly or as a witness. A subsequent victimization includes an individual who experienced a new unrelated victimization or a new victimization similar in nature or circumstances to their first victimization.	A. Number of individuals who experienced a first time victimization B. Number of individuals who experienced a subsequent victimization

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State of New Hampshire Department of State

CERTIFICATE

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

Business ID: 179682

Certificate Number: 0006777149



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 13th day of September A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, James E. Chambers, hereby certify that:
(Name of the elected Officer of the Corporation/LLC, cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Manchester Police Athletic League, Inc.
(Corporation/LLC Name)

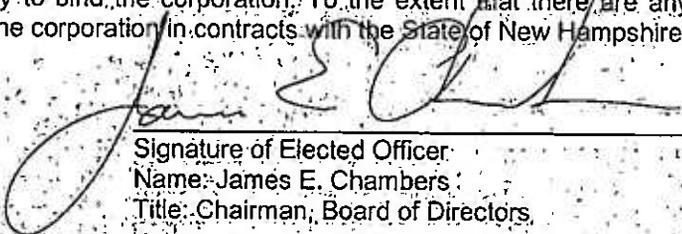
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 12, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

Is duly authorized on behalf of Manchester Police Athletic League, to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 4/16/25


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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2025

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

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

PRODUCER Cross Insurance-Manchester 1100 Elm Street Manchester, NH 03101	CONTACT NAME: Marissa Leuci PHONE (A/C No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com														
INSURED Manchester Police Athletic League 409 Beech Street Manchester, NH 03103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Everest National Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: MMG Ins Co-</td> <td>15997</td> </tr> <tr> <td>INSURER C: RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest National Insurance Company		INSURER B: MMG Ins Co-	15997	INSURER C: RLI Insurance Company	13056	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 24-25 All Lines w/Prof **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Sexual Abuse Coverage			SIGL01805-241	06/15/2024	06/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COM/OP AGG \$ 1,000,000 \$1M per occurrence \$ \$2M agg
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			KA12668511	11/16/2024	11/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$			S18EX01635-241	06/15/2024	06/15/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			RTP0045285	11/12/2024	11/12/2025	Limit \$1,000,000 Deductible \$2500

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

re: High-Risk Youth Mentoring program

CERTIFICATE HOLDER NH Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2025

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

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

PRODUCER Violetberri, LLC 1475 S Price Rd Chandler, AZ 85286	CONTACT NAME: Colleen DeWitt	
	PHONE (A/C, No, Ext): (800) 409-8958	FAX (A/C, No):
E-MAIL ADDRESS: certs@vensure.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Midwest Employers Casualty Company		23612
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Surge Resources, LLC
 L/C/F Manchester Police Athletic League
 300 Hanover Street
 Manchester NH 3104

COVERAGES **CERTIFICATE NUMBER:** 10223177 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	KEYPE00002501	09/09/2024	09/09/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage provided for all leased employees but not subcontractors of: Manchester Police Athletic League.
 Client Effective: 01/01/2025

CERTIFICATE HOLDER

NH - New Hampshire
 NH Department of Health & Human Services
 129 Pleasant Street
 Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Jodie R. Kramer Cole *Jodie R. Kramer Cole*

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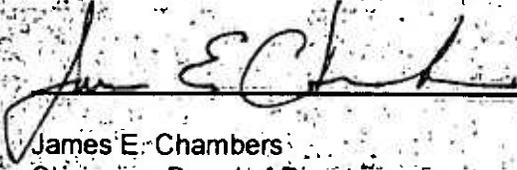
409 Beech Street
Manchester, NH 03103
603-626-0211
ManchesterPoliceAthleticLeague.org

The mission of the Manchester Police Athletic League is:

To empower youth with the values of respect, responsibility, and community through positive relationships with law enforcement and adult mentors.

Certificate of Authenticity

This is to attest that the financial statements for the Manchester Police Athletic League, Inc. for the fiscal year ended June 30, 2024, are correct in all material respects.



James E. Chambers
Chairman, Board of Directors

2/10/25

Date

MANCHESTER POLICE ATHLETIC LEAGUE

**FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION**

**FOR THE FISCAL YEAR ENDED
JUNE 30, 2024**

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GELINAS & PRATTE

KENNETH P. GELINAS,
C.P.A., M.B.A., C.V.A.
Ken@GelinasCPA.com

CERTIFIED PUBLIC ACCOUNTANTS
www.GelinasCPA.com

MONIQUE PRATTE, C.P.A.
Monique@GelinasCPA.com

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

December 26, 2024.

To the Board of Directors
Manchester Police Athletic League
409 Beech Street
Manchester, NH 03103.

We have reviewed the accompanying financial statements of Manchester Police Athletic League (a 501 (c)(3) nonprofit organization), which comprise the statement of financial position as of June 30, 2024 and the related statements of activities, functional expenses and cash flows for the year then ended and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Manchester Police Athletic League, New Hampshire and to meet other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Monique Pratte, CPA

Gelinas & Pratte, CPA
Manchester, NH
December 26, 2024

36 Salmon Street
Manchester, NH 03104
(603) 625-8931 • Fax: (603) 628-3594

150 E. Palmetto Park Rd. • Ste. 800
Boca Raton, FL 33432
(603) 625-8931 • Fax: (603) 628-3594

**MANCHESTER POLICE ATHLETIC LEAGUE
STATEMENT OF FINANCIAL POSITION
FOR YEAR ENDED JUNE 30, 2024**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Assets			
Current Assets			
Cash and Cash Equivalents	\$ 369,590	\$ 18,801	\$ 388,391
Accounts Receivable	16,407		16,407
MPD Grants Receivable		23,020	23,020
Prepaid Expenses	35,117		35,117
Total Current Assets	<u>421,114</u>	<u>41,821</u>	<u>462,935</u>
Noncurrent Assets			
Property and Equipment, Net of Accumulated Depreciation	639,234		639,234
	<u>639,234</u>	<u>0</u>	<u>639,234</u>
Total Assets	<u>\$ 1,060,348</u>	<u>\$ 41,821</u>	<u>\$ 1,102,169</u>
Liabilities and Net Assets			
Current Liabilities			
Accounts Payable	\$ 4,702		\$ 4,702
Payroll Liabilities	17,999		17,999
Total Liabilities and Net Assets	<u>22,701</u>	<u>0</u>	<u>22,701</u>
Net Assets			
Unrestricted Net Assets	1,037,647		1,037,647
Donor Restricted Net Assets		41,821	41,821
Total Net Assets	<u>1,037,647</u>	<u>41,821</u>	<u>1,079,468</u>
Total Liabilities and Net Assets	<u>\$ 1,060,348</u>	<u>\$ 41,821</u>	<u>\$ 1,102,169</u>

The accompanying notes are an integral part of these financial statements.

MANCHESTER POLICE ATHLETIC LEAGUE
STATEMENT OF ACTIVITY
FOR YEAR ENDED JUNE 30, 2024

Operating Revenues and Other Support:	
Donations	\$ 91,296
Fundraising	286,574
Grants	166,282
Other	9,425
Total Operating Revenues and Other Support	<u>553,577</u>
Expenses:	
Management and General	260,701
Program Service	289,751
Fundraising	71,831
Total Expenses	<u>622,283</u>
Non-Operating Income (Expense):	
Interest Income	16,173
Total Non-Operating Activities	<u>16,173</u>
Change in Net Assets	(52,533)
Net Assets, Beginning of Year:	<u>1,132,001</u>
Net Assets, End of Year	<u>\$1,079,468</u>

The accompanying notes are an integral part of these financial statements.

**MANCHESTER POLICE ATHLETIC LEAGUE
SCHEDULE OF FUNCTIONAL EXPENSES
FOR YEAR ENDED JUNE 30, 2024**

	Management and General Expenses	Program Services	Fundraising	Total
Expenses:				
Payroll and Payroll Tax	\$ 120,196	\$ 259,700	\$ 28,876	\$ 408,772
Occupancy	52,349	13,340		65,689
Professional Services	13,000			13,000
Insurance	24,171			24,171
Depreciation	25,640			25,640
Office Expense	19,602	11,550	1,366	32,518
Conferences/Events	3,851			3,851
Vehicle	1,892			1,892
Travel & Meetings		1,574		1,574
Event Space Rental			30,321	30,321
Other Direct Expense		3,587	11,268	14,855
Total Expenses Reported on the Statement of Activity	\$ 260,701	\$ 289,751	\$ 71,831	\$ 622,283

The accompanying notes are an integral part of these financial statements.

**MANCHESTER POLICE ATHLETIC LEAGUE
STATEMENT OF CASH FLOWS
FOR YEAR ENDED JUNE 30, 2024**

Cash Flows from Operating Activities

Change in Net Assets	\$	(52,533)
Adjustments to Reconcile Change in Net Assets:		
Accounts Receivable		(11,353)
Depreciation		25,640
MPD Receivable		(23,020)
Prepaid Expenses		3,024
Accounts Payable		4,702
Payroll Liabilities		5,616
Net Cash Used in Operatin Activities		(47,924)

Cash Flows from Investing Activities

Property Improvements		(56,072)
-----------------------	--	----------

Net Change in Cash and Cash Equivalents

		(103,996)
Cash and Cash Equivalents, Beginning of Year		492,387

Cash and Cash Equivalents, End of Year

	\$	388,391
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The accompanying notes are an integral part of these financial statements.

MANCHESTER POLICE ATHLETIC LEAGUE
NOTES TO THE FINANCIAL STATEMENTS
FOR YEAR ENDED JUNE 30, 2024

Nature of Organization and Significant Accounting Policies:

Nature of Organization: Manchester Police Athletic League (the "Organization") is a not-for-profit organization established in 1992 for the purpose of providing at-risk youth with coaching and mentoring services to build positive relationships between them and members of the Manchester Police Department.

Method of Accounting: The financial statements of the Organization have been prepared using the accrual basis of accounting in accordance with the accounting principles generally accepted in the United States of America (GAAP).

Cash and Cash Equivalents: The Organization maintains its cash and cash equivalents in various bank deposit accounts which as of June 30, 2024 do not exceed federally insured limits. The Organization has a cash management program, which provides for the investment of excess cash balances primarily in short-term money market and certificates of deposit accounts. The Organization considers such highly liquid investments with original maturities of one year or less when purchased to be cash equivalents.

Accounts Receivable: Accounts receivable consist primarily of noninterest-bearing amounts due for services and program reimbursements. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable and therefore management has determined that no allowance is necessary.

Classification and Reporting of Net Assets: The Organization reports information regarding its assets, liabilities and net assets, and support, revenues and expenses according to three classes of net assets: unrestricted net assets; temporarily restricted net assets; and permanently restricted net assets. A description of the three net asset classes follows:

- Unrestricted net assets represent the portion of net assets of the Organization that is neither permanently restricted nor temporarily restricted by donor-imposed stipulations.
- Temporarily restricted net assets represent contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations.
- Permanently restricted net assets represent contributions and other inflows of assets whose use by the Association is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Organization pursuant to those stipulations.

As of June 30, 2024, the Organization does not have any permanently restricted net assets.

Revenue Recognition: Revenues are reported when received as increases in unrestricted net assets unless use of the related assets are limited by donor-imposed restrictions. The Organization recognizes revenue from fundraising programs and networking admissions when collected.

MANCHESTER POLICE ATHLETIC LEAGUE
NOTES TO THE FINANCIAL STATEMENTS
FOR YEAR ENDED JUNE 30, 2024

Nature of Organization and Significant Accounting Policies (Continued)

Donated Services and In-Kind Contributions: Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities. The financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by GAAP.

Investments and Investment Income: Investments are reported at fair value as of the date of the statements of assets, liabilities and net assets. Realized and unrealized gains and losses are reflected in the accompanying statements of support, revenues and expenses along with investment income which consists of interest and dividends.

Property and Equipment - Net: Property and equipment additions are recorded at cost, if purchased and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 5-39 years. When assets are sold or otherwise disposed of, the cost and related depreciation is removed and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

Advertising Costs: The Organization expenses advertising costs as incurred. Advertising expense for the year ended June 30, 2024 was \$1,779.

Income Taxes: The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. The Organization may be subject to federal and state income taxes for profits generated from trade or business activities unrelated to the Organization's exempt function. For the year ended June 30, 2024 the board believes the Organization has not generated any unrelated business taxable income.

The Organization accounts for uncertain tax provisions under FASB ASC 740, Income Taxes, which provides a framework for how entities should recognize, measure, present and disclose uncertain tax positions in their financial statements. The Organizations may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. Management has reviewed the Organization's reporting and believes they have not taken tax positions that are more likely than not to be determined to be incorrect by the IRS and therefore, no adjustments or disclosures are required. The Organization is subject to routine audits by taxing jurisdiction; however, there are currently no audits for any tax periods pending or in progress.

Estimates: The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**MANCHESTER POLICE ATHLETIC LEAGUE
NOTES TO THE FINANCIAL STATEMENTS
FOR YEAR ENDED JUNE 30, 2024**

1. Nature of Organization and Significant Accounting Policies (Continued)

Financial Instruments and Credit Risk: Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates.

2. Method of Accounting Reconciliation

The Organizations Form 990 was prepared using the cash-basis method of accounting. Following is a summary of reconciliation from the 990 to the financial statements:

	<u>Cash Basis</u>	<u>Adjustment</u>	<u>Accrual Basis</u>
Gross Revenue	\$ 539,097		
Beginning Accounts Receivable		(5,054)	
Ending Accounts Receivable		16,407	
Grant Receivable		23,020	
Total Gross Revenue	<u>539,097</u>	<u>34,373</u>	<u>573,470</u>
Expenses	613,132		
Ending Accounts Payable		(4,702)	
Beginning Prepaid Expenses		(37,670)	
Ending Prepaid Expenses		35,117	
Beginning Accrued Payroll		12,383	
Ending Accrued Payroll		(17,999)	
Total Expenses	<u>(613,132)</u>	<u>(12,871)</u>	<u>(626,003)</u>
Change in Net Assets	\$ (74,035)	\$ 21,502	\$ (52,533)

3. Property and Equipment:

Property and equipment as of June 30, 2024 consists of the following:

Building and Improvements	\$ 1,025,443
Furniture, Fixtures, and Equipment	171,548
Vehicles	13,528
	<u>1,210,519</u>
Less: Accumulated Depreciation	571,285
	<u>\$ 639,234</u>

Depreciation expense for the year ended June 30, 2024 was \$25,640.

**MANCHESTER POLICE ATHLETIC LEAGUE
NOTES TO THE FINANCIAL STATEMENTS
FOR YEAR ENDED JUNE 30, 2024**

4. Restricted Net Assets

Net Assets with Donor Restrictions: Net assets with donor restrictions were restricted for the following purposes on programs at June 30, 2024:

Programs	\$
Choices	8,373
Cooking	6,334
QC Court Diversion	624
DCYF & Waypoint Youth	3,096
Food & Family	3,983
Ice Cream Project	440
Children's Fund	13,633
Mentoring	1,175
Parenting Series	1,959
Summer Program	<u>2,204</u>
Restricted Funds	41,821

5. Concentration of Risk

A material portion of the Organization's revenue is dependent upon government sources, the loss of which would have a material adverse effect on the Organization. In fiscal year 2024, the City of Manchester provided approximately 24% and the State of New Hampshire provided approximately 9% of total revenues.

6. Commitments and Contingencies

Grants: Amounts received from grantor agencies are subject to audit and adjustment by the grantor agencies, principally the state and local government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

Commitment: The Organization paid expenses for programs that have a commitment from grantor agencies and satisfy the related restrictions. The pre-paid restricted balances as of June 30, 2024:

Intervention	9,074
Court Diversion	<u>13,946</u>
MPD Grant Receivable	\$ 23,020

7. Subsequent Events

Management has evaluated subsequent events through December 9, 2024, the date the financial statements were available to be issued and has not evaluated subsequent events after that date. The Organization did not identify any subsequent events that would require disclosure.



409 Beech Street
Manchester, NH 03103
603-626-0211

ManchesterPoliceAthleticLeague.org

Manchester Police Athletic League

2025 Board of Directors

Name	Position	Professional Affiliation
James Chambers	Chairman	Retired
Keri Pappalardo	Secretary	Lavallee Brensinger Architects
Celia Belletete	Director	Belletetes Building Products
James Brennan	Director	Harvey Construction
Tina Brown	Director	St. Mary's Bank
Monika Bryant	Director	Retired
Eva Castillo	Director	NH Alliance for Immigrants & Refugees
Mallory Chumas	Director	Mallory K Social
William Claffy	Director	Cross Insurance
Brian Frechette	Director	Elliot Health System
A. Eli Leino	Director	Bernstein Shur
David Lisboa	Director	Manchester Police Department
Daniel Maradiaga	Director	Derryfield Country Club
Peter Marr	Director, Ex Officio	Manchester Police Department
Eric Skillings	Director	NH Dept. of Health & Human Services

John F. Rainville

Professional Experience

Manchester Police Athletic League – Manchester, NH

Executive Director – March 2021 – Present

- Manage a 501 (c)3 nonprofit youth serving organization with 6 full-time and 6 part-time employees, 15 year-round volunteer coaches, and a \$600,000 budget to provide programming for over 750 youth each year.

Daniel Webster Council, Boy Scouts of America – Manchester, NH

Development Director – January 2015 – February 2021

- Independently managed up to ten annual fundraising events. Established partnerships; recruited volunteers; solicited sponsors; managed promotional efforts; and handled logistics to produce successful events.
- Organized annual appeals to membership, board members, and New Hampshire businesses to raise up to \$475,000. Developed campaign materials, trained staff and volunteers, and managed fundraising teams to achieve goals.
- Produced the Boy Scouts' flagship fundraising event, the *New Hampshire Distinguished Citizens Award Dinner*, raising between \$100,000 and \$140,000 annually from 2015 to 2019. Created themes, developed printed material; coordinated committee efforts; recruited and scripted speakers; directed each production, and managed event logistics.

Program Director – March 2010 – December 2014

- Worked with volunteer committees to plan, promote, and implement state-wide outdoor programs for youth as well as adult leader trainings.
- Managed camp directors to deliver quality summer camp programs and provided marketing and logistical support, including development of promotional materials and web site management.
- Collaborated with facility managers at two camp properties to coordinate maintenance and capital projects with program implementation.
- Developed partnerships with community organizations and government agencies to provide day camp experiences at locations around the state.
- Partnered with professional sports teams and event promoters to provide Scouting families with unique entertainment opportunities while raising funds to support council operations.
- Secured grant funding for new facilities and program equipment and supervised project implementation.

Outreach Director – May 2004-February 2010

- Managed a team of three executives and eleven paraprofessional program staff to provide school-based outreach programs, Scouting for under-served youth, and Law Enforcement and Fire Service "Exploring" career education opportunities for teens throughout New Hampshire.

- Utilized a \$500,000 U.S. Department of Justice grant to expand school-based early intervention programs for at-risk youth beyond Greater Manchester into both the Greater Seacoast area and the Lakes Region in partnership with 35 public schools, the Dover Housing Authority, and the Laconia Boys and Girls Club.
- Grew Scouting in New Hampshire by using grant funding in partnership with youth-serving organizations around the state to create 45 new Scout groups.

Learning For Life Executive – December 1999– May 2004

- Secured grant funding from United Ways, government agencies, and private foundations to support school-based outreach programs for at-risk youth in Greater Manchester.
- Hired, trained, and supervised teams of paraprofessionals and interns to deliver school programs and outdoor adventure programs for special populations.
- Subsidized school outreach programming by selling outdoor adventure services to schools and other organizations on a contract basis.

Adventure Program Specialist – September 1996 – December 1999

- Taught at-risk youth in grades 5 – 12 life skills in both school-based and community center focused early intervention programs.
- Facilitated outdoor adventure programs including rock climbing, ropes course, kayaking, hiking, and camping for a wide variety of youth and adult populations.
- Instructed volunteer Scout leaders in youth behavior management and outdoor skills.

Special Assignments with Daniel Webster Council

Boston Portsmouth Airshow – VIP Services Manager/Logistical Support – 2010, 2011, 2012

- Served on the leadership team that produced three air shows at Pease International Tradeport.
- Coordinated hospitality services with major sponsors, serving over 5,000 guests daily, and provided on-site customer service.
- Recruited and managed dozens of volunteers to staff hospitality suites and reserved seating areas and developed plans for security, crowd control, catering and beverage service, and sanitation.

Over the Edge "Xtreme Descent" – Technical Team Volunteer Coordinator – 2009, 2010, 2011

- Recruited volunteers with climbing or rescue experience to help patrons rappel from the roof of Manchester's Brady Sullivan Tower for the "Xtreme Descent" fundraising challenge.

Winni Derby – Marketing Director – 2017 / Tournament Director 2018 - 2021

- Served on the leadership team that revitalized the annual Lake Winnepesaukee salmon fishing tournament after the previous producers canceled the 2016 event.
- Managed the tournament website, Facebook page, radio promotion, and all direct marketing.
- Created partnerships with Lakes Region businesses to support and promote the tournament and secured sponsorships.
- Recruited volunteers and coordinated with New Hampshire Fish & Game to operate weigh stations in Laconia and Wolfeboro.

Women's Leadership Reception – Creator and Staff Advisor – 2016-2020

- Developed the concept for a new fundraising event recognizing women who volunteer for Scouting as well as an outstanding woman in the community.
- Recruited a volunteer committee to promote the reception, solicit sponsors, and develop the evening's program to include a featured guest speaker.

Marketing & Communications – November 2013 – May 2014

- Produced and distributed monthly newsletters, updates on policy changes, event promotions, and other communications during a staff vacancy.
- Maintained Daniel Webster Council website. Created and managed online event registrations.

Interim District Executive – September 2012 – February 2013

- Coordinated volunteer committees in the towns of Londonderry, Derry, Windham, Salem, and Pelham to grow Scouting in those communities by recruiting youth, raising funds, and cultivating new volunteers.
- Managed relationships with schools, churches, and service clubs to increase support for Scouting.

Education & Training**Bachelor of Science in Outdoor Education** – September 1996

- University of New Hampshire, Durham, NH

Associate in Applied Science in Forest Recreation – May 1994

- Paul Smith's College, Paul Smiths, NY

Fundamentals of Fundraising – *Association of Fundraising Professionals* – November 2016

- 16 hour course presenting essential skills and best practices for non-profit fundraisers

People Management – *BSA Center for Professional Development* – January 2006

- 120 hour, 3-part series of management training courses including theory and self-assessment

Leadership Greater Manchester – *Manchester, NH Chamber of Commerce* – June 2005

- 9 full-day sessions exploring community issues and leadership with tours and panel discussions

Eagle Scout – Boy Scouts of America Troop 99, Goffstown, NH – September 1990**Volunteer****Leadership Manchester Annual Retreat Facilitator** – September 2000 – Present

- Collaborate with Steering Committee leadership to facilitate the opening retreat for Leadership Greater Manchester each fall. Guide 35-45 professionals through a two-day team-building experience including group problem-solving, ropes course elements, and personal reflection.

EVENOR PINEDA

Skills Summary

Highly self-motivated

Great Interpersonal Communication Skills

Adept at dealing with adversity

Hard working

Disciplined

Goal and results oriented

Competent in oral and written communication

Approachable situational management style

Read, Write, Speak Spanish

Experience:

Alternatives to Violence Project (AVP)

2010-2012; AVP Workshops Participant

2010-AVP Basic Workshop (24-hrs)

2010-AVP Relationships Workshop (8-hrs)

2011-AVP Personal Power Workshop (8-hrs)

2011-AVP Advanced Workshop (24-hrs)

2011-AVP Training for Trainers (24-hrs)

2011-AVP Facilitator Workshop (8-hrs)

2012-AVP Facilitator Workshop (8-hrs)

2011-2013; Workshop facilitator

176-total hours facilitating, training, and aiding

Resident Communication Committee (RCC)

- 2013-2019: Resident Communication Committee: member
- 2017-2019-RCC Chair
- 2015-2017-RCC Co-Chair
- 2013-2019-Education/Programs Sub-Committee: Chair

Manchester Police Athletic League (MPAL)

- 2020-2021: Futures Guest Speaker
- 2022-Present: Futures Co-Facilitator
- 2022-Present: Juvenile Court Diversion
 - Panel Member
 - 1:1 Mentor
 - Check-In Provider
- 2023: Growing Adolescents Through Guidance & Engagement Program (GAGE)
 - Mentor
- 2023-Present: CHOICES Program Mentor

American Civil Liberties Union-New Hampshire (ACLU-NH)

- 2023-Present: Board Member
- 2023-Present: Finance Committee Board Member

Education:

- 2002: GED-Adult Learning Center (Nashua)
- 2006-2012: Granite State High School (NHDOC-Concord Special School District)
 - Completed High School Diploma (2012)
- 2008-2018: Career Technology (CTEC) Courses (NHDOC)
 - Completed 18-Courses
 - 1,252.5 total classroom hours
- 2011-2015: New-England College
 - Earned 12-Credits

Employment:

Manchester Police Athletic League

- Intervention Programming Coordinator/2023-Present
- Futures Co-Facilitator/2022-2023

Prime Source Foods

Field Sales Representative/ 2021-2023

Inside Sales Representative/2021

NH Department of Transportation

Traffic Signals Tech/2020-2021

Pavement Marking/2019-2020

NHDOC Recreation Department

Office Clerk/ 2013-2019

Batesville Casket Company

CNC Operator/2002-2005

Semi-Rub/2000-2002

Tony Hebert

Prime Source Foods, Londonderry, NH

Outside/Inside Sales Representative: January 2024-Present.

- Utilized CRM software to conduct sales activities and manage customers.
- Conducted on-site consultation and product demonstrations.
- Generated qualified leads for Presentation and onboarding new customers.
- Successfully managed a territory covering 5 states.

Red Arrow Diner, Concord, Nashua, NH

Kitchen Manager: March 2023-January 2024

- Staffed well-trained, productive employees with sufficient schedule coverage to meet kitchen demands.
- Organized and implemented worker training programs.
- Hired new staff, and evaluated employee performance along with the general manager.
- Developed and upheld consistency in kitchen operations with regular meetings and organized training.

Facility Plumbing, NH DOC, Concord, NH

Plumber: June 2015- March 2023

- Installed, repaired, and maintained Plumbing systems and fixtures.
- Read Blueprint, and schematic systems for plumbing layouts.
- Installed water supply lines, and Drainage systems.
- Inspected and tested plumbing systems for leaks and other issues.

Education:

- Community College System of NH- Work Ready Development Program Certificate 2022
- Toastmasters International- Certificate Program: November 2019
- Positive Solutions for Families- Certificate program October 2017
- Healthy Relationships- Certificate March 2019
- Parenting Wisely- certificate January 2019
- Parenting- certificate March 2014
- Psychological First Aid, Suicide Prevention and Intervention August 2016; July 2019
- Blackstone Career Institute (Criminal Law), February 2022
- PTSD Training 2021
- Cognitive Behavior Therapy (CBT) Training 2021
- Coping Mindfully Training 2022

Volunteer Work

MPAL-Manchester Police Athletic League, Manchester, NH May 2023- Present.

Mentor for the court diversion program. Assist with and participate in programming designed to enable at risk youth to develop skills and abilities that deter them from further court involvement.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Manchester Police Athletic League

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
John Rainville	Executive Director	\$4,160.00	\$84,414.00
Evenor Pineda	Intervention Programming Coordinator	\$39,960.00	\$74,160.00
Tony Hebert	Intervention Specialist	\$31,320.00	\$70,000.00
TBD	Intervention Specialist	\$31,320.00	\$55,000.00
TBD	Clinical Supervisor	\$15,040.00	\$27,300.00
		\$0.00	\$0.00