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

**Nicholas A. Toumpas**  
Commissioner

Maggie Bishop  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-626-2983 TDD Access: 1-800-735-2964

December 19, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

*100% Federal funds*

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with the City of Rochester Police Department, 23 Wakefield Street, Rochester, NH 03867, (Vendor Code #177467-B003), to provide juvenile court diversion services by providing support services for Rochester Teen Night events, in an amount not to exceed ten thousand dollars (\$10,000). This amount represents an award effective January 29, 2014, or date of Governor and Executive Council approval, whichever is later, through February 1, 2015.

Funds to support this request are available in the following account for State Fiscal Year 2014 and 2015, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

**05-95-42-421410-79060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, JUVENILE JUSTICE SERVICES, OJJDP**

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2014	072-500575	42140614	Grants-Federal	\$ 5,257.50
2015	072-500575	42140614	Grants-Federal	\$ 4,742.50
			<b>Total:</b>	<b>\$10,000.00</b>

**EXPLANATION**

The purpose of this Request is to enter into an agreement with the City of Rochester Police Department to provide juvenile court intervention and diversion services to juveniles ages twelve (12) to seventeen (17) in the Rochester area who are at risk for delinquent behavior and/or struggling with mental health or substance use issues as well as those youth who have limited experience with the juvenile justice system.

The State of New Hampshire participates in the federal Office of Juvenile Justice and Delinquency Prevention Act of 2002 Formula Grants program. This grant program requires the State to support a variety of programs related to delinquency prevention and reduction, juvenile justice system improvement, research, evaluation, statistical analysis, and training and technical assistance.

The federal Office of Juvenile Justice and Delinquency Prevention administers the Formula Grants Program under Title II, Part B, of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended in 1988 and 1992 and reauthorized by Congress in 2002 [42 U.S.C. 5631-5633, Section 22 State Plans 28c (1), (2) and (2-A)]. This Act requires states to support a variety of programs related to delinquency prevention and reduction. The State Formula Grants program requires states to pass a certain amount of funds received to units of general local government or private nonprofit agencies in order to assist those agencies in delivering delinquency prevention and reduction programs.

The Department of Health and Human Services solicited proposals from local government entities and nonprofit agencies for delinquency prevention and intervention programs through the Request for Proposal process. A Request for Proposal was posted to the Department's website on July 3, 2013 with a closing date of July 30, 2013. The State Advisory Group convened on September 11, 2013 to review the fifteen (15) proposals received. The review team for the State Advisory Group included the following individuals:

- Joseph Diament – Director, Community Corrections, Department of Corrections
- Starr Smith – Case Manager, Adult Diversion Center, Merrimack County
- Bonnie St. Jean – Administrator, Department of Resource and Economic Development
- Judge Clifford Kinghorn – Judge, Administrative Office of the Courts
- Ted Kirkpatrick – Associate Dean, University of New Hampshire, Durham
- Amy Pepin – Policy Director, New Futures
- Pat Dowling – Retired Legislator, State of New Hampshire

On September 17, 2013, the State Advisory group, by consensus, selected eight (8) vendors to receive the State Formula Grants funding. The City of Rochester Police Department is one (1) of the eight (8) vendors selected to receive these federal funds. This vendor was chosen due to its comprehensive juvenile court diversion program. One component of the City of Rochester Police Department's juvenile court diversion program is mandatory attendance at Rochester Teen Night events.

Rochester Teen Night events provide a venue for juveniles ages twelve (12) to seventeen (17) to engage in pro-social activities including, but not limited to, sports activities that provide a positive outlet for physical aggression and develop social connections, dances, arts and crafts, food and support groups that are similar to the frame work of Ala-Teen.

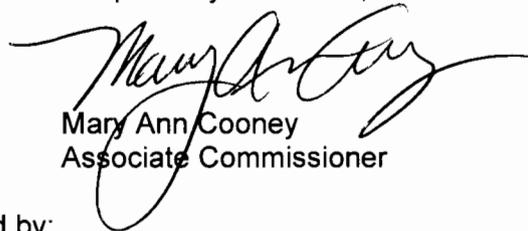
The funds awarded to the City of Rochester Police Department will be used by the vendor specifically to purchase food, disc jockey services, and sports equipment. Additionally, the vendor will hire a licensed alcohol and drug counselor who will be available at each Rochester Teen Night event to moderate support groups for juveniles.

Should the Governor and Executive Council not approve this request, the Rochester Teen Night events would experience a reduction in activities available to juveniles in the City of Rochester, which could result in an increase in service calls to the City of Rochester Police Department. An increase in service calls for juvenile activity to the City of Rochester Police Department would mean fewer resources available to the City of Rochester to protect the citizens of New Hampshire.

Area Served: City of Rochester

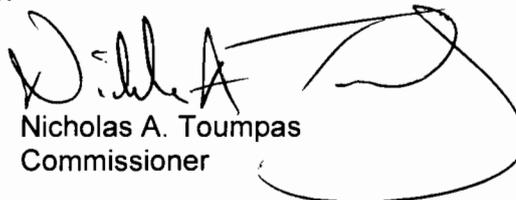
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

**RFP 13-DHHS-DCYF-1**  
**State Advisory Group (SAG) Prevention Services for the Community**  
**Vendor Proposal Review**  
**September 17, 2013**

<b>Vendor</b>	<b>Area Served</b>	<b>Consensus to Fund at Grant Level:</b>	<b>Consensus to NOT Fund</b>
Child and Family Services	Concord Manchester Nashua Rochester	\$179,699	
City of Nashua Police Athletic League (PAL)	Nashua		<b>X</b>
City of Rochester Police Department	Rochester	\$10,000	
Concord Boys & Girls Club	Concord		<b>X</b>
Family Mediation and Juvenile Services	Atkinson Danville Hampstead Kingston Newton Plaistow	\$50,000	
Federation of the Crippled and Disabled (FedCap)	Statewide		<b>X</b>
JSI d/b/a Community Health Institute	Statewide	\$80,430	
Life Bridge, Inc.	Carroll County Grafton County		<b>X</b>
Nashua Boys & Girls Club	Nashua		<b>X</b>
Helping Our Pupils Excel (HOPE) New Hampshire, Inc.	Manchester		<b>X</b>
New Hampshire Legal Assistance	Concord Rochester	\$68,276	
Salem Boys & Girls Club	Salem	\$21,226	
Seacoast Youth Services	Coastal New Hampshire		<b>X</b>
The Upper Room	Greater Derry Area	\$66,300	
The Youth Council	Nashua	\$90,000	

REF: 12/12/13  
 DEPT. ATT.  
 12/12/13

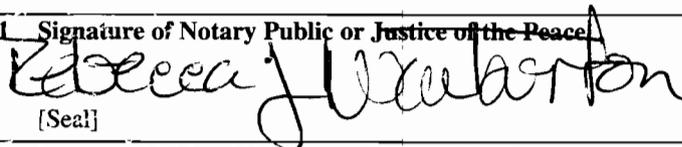
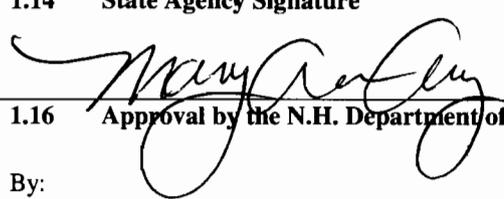
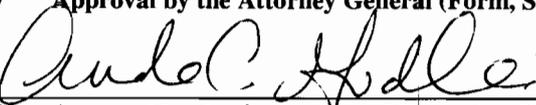
Subject: State Advisory Group (SAG) Prevention Services for the Community

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health & Human Services Division for Children, Youth and Families		<b>1.2 State Agency Address</b> 1056 North River Road Manchester, NH 03104	
<b>1.3 Contractor Name</b> Rochester Police Department		<b>1.4 Contractor Address</b> 23 Wakefield St. Rochester, NH 03867	
<b>1.5 Contractor Phone Number</b> (603) 330-7252	<b>1.6 Account Number</b> 010-042-79060000 072-50057542140614	<b>1.7 Completion Date</b> February 1, 2015	<b>1.8 Price Limitation</b> \$10,000
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Michael Allen Chief of Police	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Stratford</u> On <u>12/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Rebecca J. Warburton Notary Public Exp: 6/9/15			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> MARY ANN COONEY Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: 12/27/13			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.  
5.2 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. The State shall have no liability to the Contractor other than the contract price.  
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 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.

**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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials:                       
Date: 12/21/13

**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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:   JMA    
Date:   12/12/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. 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.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. 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.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

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Scope of Services

**1. Provisions Applicable to all Services**

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Service(s) described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

**2. Services to be provided**

The Contractor hereby covenants and agrees that during the term of this agreement, it will provide support services to Rochester Teen Night events, which are available to youth ages twelve (12) to seventeen (17) who are at risk of delinquent behavior, struggling with mental health or substance use issues as well as youth who have limited experience with the juvenile justice system. The Contractor shall provide services that include, but are not limited to:

- 2.1 Collaborating with the Rochester Recreation Department and Bridging the Gaps Coalition to provide pro-social activities to local youth during Rochester Teen Night Events by:
  - 2.1.1 Advertising Rochester Teen Night event activities that are available to at-risk youth in community locations that may include, but not be limited to, local schools, libraries, post offices, and medical offices.
  - 2.1.2 Attending Rochester Teen Night planning meetings, as necessary.
  - 2.1.3 Providing uniformed and non-uniformed personnel, including but not limited to school resource officers from the middle and high schools, to assist in supervising twelve (12) Rochester Teen Night events.
- 2.2 Mandating Rochester Teen Night attendance for youth referred to juvenile court diversion in the Rochester area.
- 2.3 Purchasing recreational sports equipment, specifically for Rochester Teen Night events, which includes but is not limited to:
  - 2.3.1.1 Twelve (12) dodge balls, five (5) inch in size.
  - 2.3.1.2 Six (6) dodge balls, seven (7) inches in size.
  - 2.3.1.3 Six (6) intermediate footballs
  - 2.3.1.4 Six (6) regulation footballs
  - 2.3.1.5 Six (6) intermediate basketballs.

WDA



New Hampshire Department of Health and Human Services  
State Advisory Group (SAG) Award for Prevention Services for the Community

Exhibit A

- 2.3.1.6 Six (6) regulation basketballs.
- 2.4 Ensuring sports equipment purchased in Section 2.3 is available at each Rochester Teen Night event.
- 2.5 Providing pro-social activities at Rochester Teen Night events that target at-risk youth, which include, but are not limited to:
  - 2.5.1.1 Disc Jockey (DJ) services to provide music and entertainment at a minimum of eight (8) monthly Rochester Teen Night events. The Contractor shall ensure that:
    - 2.5.1.1.1 DJ will provide services for no less than four (4) hours per Rochester Teen Night event.
    - 2.5.1.1.2 DJ services in Section 2.5.1.1.1 are inclusive of set up and take down of audio equipment.
  - 2.5.1.2 Opportunities to participate in sports activities that provide a positive outlet for physical aggression and develop social connections. The Contractor shall ensure:
    - 2.5.1.2.1 Activities available to youth assist in the development of sportsmanship and leadership skills.
- 2.6 Providing Licensed Alcohol and Drug Counselor (LADC) at twelve (12) Rochester Teen Night events. The Contractor shall ensure the LADC:
  - 2.6.1 Is available to all youth attending Rochester Teen Night events.
  - 2.6.2 Provides services in a support group setting, similar to the frame work of Ala-Teen, supporting those individuals who use or know a family member that uses drugs and alcohol in a negative manner.
- 2.7 Purchasing food for twelve (12) of the Rochester Teen Night events for youth consumption. Food menu items may include, but not be limited to:
  - 2.7.1 Pizza.
  - 2.7.2 'Mini'-meals.
  - 2.7.3 Fruits and vegetables.
  - 2.7.4 Snack foods.
  - 2.7.5 Drinks.
- 2.8 Conducting criminal background checks for all adult staff and volunteers for Rochester Teen Night events.
- 2.9 Keeping record of participant demographic information as specified in Section 3.1.1.2 as well as date, duration and description of each activity in which youth participate during the Rochester Teen Night events. Additionally, the Contractor shall:
  - 2.9.1 Keep record of the number of calls for service regarding juvenile activity received during Rochester Teen Night events, as well as the number of calls for service regarding juvenile activity that are received during the



Exhibit A

same time frame and day of the week that Rochester Teen Night events are scheduled but not occurring. The Contractor shall use the data collected to:

- 2.9.1.1 Determine changes in the amount of calls for service for juvenile activity received on the same time and day of the week that there is and is not a Rochester Teen Night event scheduled.
- 2.9.1.2 Report changes in the amount of calls for service as described in Section 2.9.1.1 to the Division for Children, Families and Youth on a quarterly basis as required in Section 3.
- 2.10 Collaborating with other community agencies and juvenile court diversion programs. The Contractor shall:
  - 2.10.1 Provide information regarding contract services to the Center for Excellence and the NH Juvenile Court Diversion Network for informational purposes.
  - 2.10.2 Provide a detailed list of all boards, organizations, and associations that deal with juvenile mental illness issues, drug and alcohol addiction issues or other juvenile behavior issues in the Contractor's service area (or serving in the service area) to the Center for Excellence and the NH Juvenile Court Diversion Network either by US mail or by e-mail. The detailed list shall include, but not be limited to, the name of the board, organization or association, and its:
    - 2.10.2.1 Specialty.
    - 2.10.2.2 Telephone number.
    - 2.10.2.3 Mailing address.
    - 2.10.2.4 E-mail address.
    - 2.10.2.5 Website, if applicable.
  - 2.10.3 Provide dates, times and locations of any upcoming meetings known, as described in Section 2.10.2, above, to the Center for Excellence and the NH Juvenile Court Diversion Network no later than fourteen (14) days prior to the meeting.
  - 2.10.4 Contact the Center for Excellence to obtain state accepted best practices in juvenile court diversion program operations and reporting methods.
- 2.11 Provide samples of any marketing materials developed for promoting contracted services to the Center for Excellence and the Division for Children, Youth and Families (DCYF). The Contractor shall:
  - 2.11.1 Ensure marketing materials described in Section 2.11 are credited to the US Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

**3. Reporting Requirements**

- 3.1 In addition to any reporting requirements in Section 2 the Contractor shall:



Exhibit A

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- 3.1.1 Provide quarterly reports to the Division for Children, Youth and Families that include, but are not limited to:
    - 3.1.1.1 A narrative summary of activities conducted in Section 2. The narrative shall include, but not be limited to:
      - 3.1.1.1.1 Descriptions of activities conducting including but not limited to dates, times, duration and the number of participants in each activity.
      - 3.1.1.1.2 Barriers and challenges experienced by the Contractor during the quarter.
      - 3.1.1.1.3 A plan to address barriers and challenges in Section 3.1.1.1.2 for the next quarter.
      - 3.1.1.1.4 Data collected regarding the amount of calls for service received as described in Section 2.9.
    - 3.1.1.2 Demographic information that includes, but is not limited to:
      - 3.1.1.2.1 Number of youth served by race/ethnicity and gender.
      - 3.1.1.2.2 Number of youth who attended Rochester Teen Night events as a component of the Rochester Police Department's Juvenile Court Diversion Program.
      - 3.1.1.2.3 Number of youth who stopped attending Rochester Teen Night events prior to meeting diversion program requirements.
      - 3.1.1.2.4 Number of youth who obtain a finding of true on an unrelated petition after attending Rochester Teen Night events.
      - 3.1.1.2.5 Referral source.
      - 3.1.1.2.6 Number of youth who participated in each Rochester Teen Night event.
  - 3.1.2 Provide quarterly reports that include backup documentation listed in Section 3.1 detailing actual expenditures for approved contract related activities.
    - 3.1.2.1 Quarterly reports shall be due as follows:
      - 3.1.2.1.1 April 30th for all activities performed from January 1st through March 31st of the current year.
      - 3.1.2.1.2 July 31st for all activities performed from April 1st through June 30th of the current year.
      - 3.1.2.1.3 October 31st for all activities performed from July 1st through September 31st of the current year..
      - 3.1.2.1.4 January 31st for all activities performed from October 1st through December 31st of the previous year.

**4. Requirements of Delivery of Services**



Exhibit A

- 
- 4.1 In addition to the reporting requirements specified in Section 3, the Contractor shall provide documented proof that, at minimum:
- 4.1.1 Sports equipment identified in Section 2.3 is purchased within thirty (30) days of the contract effective date.
  - 4.1.2 Food purchases as described in Section 2.7 accommodate a minimum of sixty (60) Rochester Teen Night event participants per event.
  - 4.1.3 A minimum of sixty (60) at-risk youth attend one (1) Rochester Teen Night event.
  - 4.1.4 Fifty (50) of the sixty (60) at-risk youth attend five (5) Rochester Teen Night events.
  - 4.1.5 Thirty (30) at-risk youth attending Rochester Teen Night events participate in at least two (2) support groups in Section 2.6.
  - 4.1.6 The detailed list of boards, organizations and associations in Section 2.10.2 has been provided to the Center for Excellence within thirty (30) days of the contract effective date.
  - 4.1.7 Marketing or promotional samples, as described in Section 2.11, have been sent to the Center for Excellence and DCYF, for each event scheduled.



Exhibit B

**Method and Conditions Precedent to Payment**

This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #16.540, U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
3. Payment for services shall be made as follows:
  - 3.1 The Contractor will submit quarterly reports as specified in Exhibit A, Scope of Services, Sections 3, with an invoice for reimbursement of actual expenses incurred during the quarter, for a total of four (4) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 3.2 Invoices and reports identified in Section 3.1 must be submitted to:

Pamela Sullivan  
Juvenile Justice Specialist  
NH Department of Health and Human Services  
Division for Children, Youth and Families  
1056 North River Road  
Manchester, NH 03104
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 3.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: RPD Rochester Teen Night  
Budget Request for: RFP#1-OCYF- PREVENTION  
(Name of RFP)  
Budget Period: December 2013-June 2014

Line Item	Direct		Indirect		Total	Contractor Share / Match		Funded by DHS contract share	
	Incremental	Fixed	Incremental	Fixed		Incremental	Fixed	Incremental	Fixed
1. Total Salary/Wages	\$ 21,560.50	\$ -	\$ -	\$ -	\$ 21,560.50	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 2,080.00	\$ -	\$ -	\$ -	\$ 2,080.00	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ -
13. Other (Specific details mandatory):	\$ 515.00	\$ -	\$ -	\$ -	\$ 515.00	\$ -	\$ -	\$ -	\$ -
Sports Equipment	\$ 3,142.50	\$ -	\$ -	\$ -	\$ 3,142.50	\$ -	\$ -	\$ -	\$ -
Food for Rochester Teen Night Events	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 28,898.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,898.00</b>	<b>\$ 23,640.50</b>	<b>\$ -</b>	<b>\$ 5,257.50</b>	<b>\$ -</b>

Indirect As A Percent of Direct 0.0%

Contractor Initials   JMA    
Date   12/12/13

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: City of Rochester Police Department

Budget Request for: State Advisory Group (SAG) Prevention Services for the Community

Budget Period: July 1, 2014-February 1, 2015

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 21,560.50	\$ -	\$ 21,560.50	\$ 21,560.50	\$ -	\$ 21,560.50	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 2,080.00	\$ -	\$ 2,080.00	\$ 2,080.00	\$ -	\$ 2,080.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ -	\$ 1,600.00
13. Other (specific details mandatory): Food for Rochester Teen Night Events	\$ 3,442.50	\$ -	\$ 3,442.50	\$ -	\$ -	\$ -	\$ 3,142.50	\$ -	\$ 3,142.50
<b>TOTAL</b>	<b>\$ 28,683.00</b>	<b>\$ -</b>	<b>\$ 28,683.00</b>	<b>\$ 23,640.50</b>	<b>\$ -</b>	<b>\$ 23,640.50</b>	<b>\$ 4,742.50</b>	<b>\$ -</b>	<b>\$ 4,742.50</b>

Indirect As A Percent of Direct: 0.0%

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials:   JGA    
Date:   12/12/13

**8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.**

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

**9. Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

**9.1 Fiscal Records:** books, records, documents and other data 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 during the Contract Period, said records to 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.

**9.2 Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

**9.3 Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

**10. Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

**10.1 Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

**10.2 Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.

**11. Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

**13. Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**14. Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

**14.1** The preparation of this (report, document etc.) was financed under a 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 required, e.g., the United States Department of Health and Human Services.

**15. Prior Approval and Copyright Ownership:**

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

**16. Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**17. Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

**NH Department of Health and Human Services**

**STANDARD EXHIBIT C-1**

**ADDITIONAL SPECIAL PROVISIONS**

- 1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**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 GRANTEES 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 grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and 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 grant 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 grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, 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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant 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 grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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.

Rochester PD      From: 2/14 To: 2/15  
 (Contractor Name)      (Period Covered by this Certification)

Michael Alev      Chief of Police  
 (Name & Title of Authorized Contractor Representative)

*[Signature]*      12/12/13  
 (Contractor Representative Signature)      (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

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 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

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

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, grant, loan, or cooperative agreement (and by specific mention sub-grantee or 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, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (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, sub-grants, 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.

  
(Contractor Representative Signature)

Michael Allen Chief of Police  
(Authorized Contractor Representative Name & Title)

  
(Contractor Name)

12/12/13  
(Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

**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 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 proposal (contract), 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 proposal (contract) 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 the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) 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.

Contractor Initials: MYA

Date: 12/12/13

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).
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**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) 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;
  - (c) 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 (1)(b) of this certification; and
  - (d) 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.
- (2) 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**

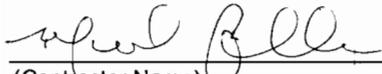
By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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 (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) 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.

  
\_\_\_\_\_  
(Contractor Representative Signature)

Michael Allen Chief of Police  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

  
\_\_\_\_\_  
(Contractor Name)

12/12/13  
\_\_\_\_\_  
(Date)

Contractor Initials: MAA

Date: 12/12/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT G**

**CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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 proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
\_\_\_\_\_  
(Contractor Representative Signature)

Michael Allen Chief of Police  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

  
\_\_\_\_\_  
(Contractor Name)

12/12/13  
\_\_\_\_\_  
(Date)

NH Department of Health and Human Services

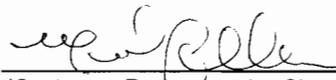
STANDARD EXHIBIT H

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 contract, 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.

  
(Contractor Representative Signature)

Michael Allen Chief of Police  
(Authorized Contractor Representative Name & Title)

  
(Contractor Name)

12/12/13  
(Date)

## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity 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 Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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 Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) 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 Agreement.
- f. 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.
- g. 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.

- h. Business Associate shall document such disclosures of PHI and information related to such 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.
- i. 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 accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) 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.
- k. Within ten (10) 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-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, 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 so long as 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 notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- 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 Agreement, 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 for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. 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. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and 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 Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I 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 Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

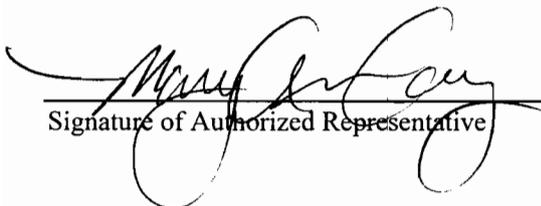
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS

The State Agency Name

Rochester PD

Name of the Contractor



Signature of Authorized Representative



Signature of Authorized Representative

Mary Ann Conway

Name of Authorized Representative

Michael Allen

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

Chief of Police

Title of Authorized Representative

12/20/13

Date

12/12/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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 \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, 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 subaward 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 identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. 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:

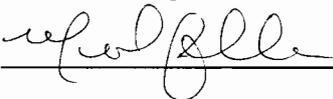
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



(Contractor Representative Signature)

Michael Allen Chief of Police

(Authorized Contractor Representative Name & Title)



(Contractor Name)

12/12/13

(Date)

Contractor initials: MA  
Date: 12/12/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor 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 DUNS number for your entity is: \_\_\_\_\_ 968578153

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 initials: MA  
Date: 12/2/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

# CERTIFICATE OF VOTE

I, Daniel Fitzpatrick, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of City of Rochester.  
(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 12.16.13:  
(Date)

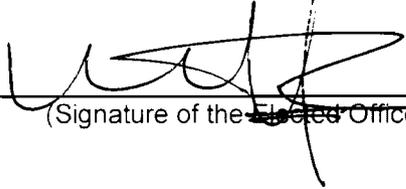
**RESOLVED:** That the Chief of Police  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12 day of December, 2013.  
(Date Contract Signed)

4. Michael J. Allen is the duly elected Chief of Police  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

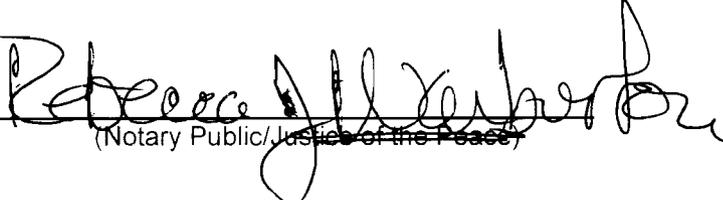
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Stafford

The forgoing instrument was acknowledged before me this 16 day of December 2013.

By Daniel W. Fitzpatrick  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/9/15

## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> City of Rochester <b>Member Number:</b> 017-070199 - 14		<b>Company Affording Coverage (the "Company"):</b> Local Government Center Property-Liability Trust, LLC PO Box 2008, Concord, NH 03302-2008	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence \$ 5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products -Comp/Op Agg \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
			Excess Liability
			Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
			Disease - Policy Limit \$ 2,000,000
<b>Description:</b> Proof of Coverage on the Community Center Building located on 150 Wakefield Street, Rochester, NH.			

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
<b>Certificate Holder:</b> State of New Hampshire Dept. of Health & Human Services 105 Pleasant Street  Concord NH 03301	<b>Companies</b>  <b>By:</b> _____ Authorized Representative  <b>Date Issued:</b> 7/26/2013	Please direct inquiries to:  Debra A. Lewis 603.230.3332

\*Terms in quotes are defined in the Member Agreement.



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> City Of Rochester 31 Wakefield Street Rochester, NH 03867	<b>Member Number:</b> 280	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	\$
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Tammy Downes</i>
			<b>Date:</b> 7/26/2013    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
City Of Rochester 31 Wakefield Street Rochester, NH 03867			

# Art Jacobs

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## WORK EXPERIENCE

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### Recreation Supervisor

1998- Present

*Rochester Arena and Youth Services , Rochester, NH*

- Coordinate and supervise community programs of year round activities for youth and adults.
- Recruit, train and instruct staff in all aspects of departmental policies and procedures.
- Manage and develop long term planning related to programs and operations.
- Serve as department liaison with Recreation and Arena Boards

### Maintenance Technician

1996-1998

*Media One, Dover NH*

### Marine Machinery Mechanic

1986-1996

*Portsmouth Naval Ship Yard , Kittery, ME*

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## CERTIFICATIONS AND TRAINING

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Certified Public Manager, State of New Hampshire	2009
Hunter Education Instructor, New Hampshire Fish and Game	2011-Present
Supervisors Academy Levels 1-4	2002
Coach Smart Instructor Level 1 & 2	2005-Present
National Youth Sports Coaches Association Certified Football Coach	1986

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## EDUCATION

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Spaulding High School <i>Rochester, NH</i>	1986
Portsmouth Naval Ship Yard Trades Apprentice Program Kittery, ME	1991
Central Texas College (Associates Degree) Killeen, Texas	1991

# Graham Griffin

**Education:** B.S. Recreation Management and Policy May 2004  
Option in Program Administration with an Emphasis in Youth Development  
University of New Hampshire

**Experience:** Bridging the Gaps, Rochester, NH August 2012 - Present  
**Program Director/Coalition Coordinator**

- Works with Executive Director and Coalition Board to develop annual budget for the activities, track progress to insure appropriate and efficient use of resources, and provide income and expenditure progress reports to the Executive Director as requested.
- Oversee subcontracting with other organizations in order to foster collaboration and avoid replication of programming efforts.
- Assess needs, plan, and carry out environmental alcohol, tobacco and other drug reduction events for individuals, organizations, businesses, and communities.
- Lead collaborative needs assessment and planning process that includes all regional major service partners and coalition members.
- Provide oversight and supervision to ensure fidelity of Project Success.
- Identify and recommend appropriate programs in collaboration with training staff, outside consultants, and the Coalition Board.
- Develop relationships with local program directors to foster and develop a pool of alternate resources and avoid replication of service.
- Develop and continue ongoing evaluation plan with data management team.

YMCA of Strafford County, Rochester, NH January 2011 – April 2012  
**School Age Child Care Director**

- Supervise, hire, train, and provide feedback to a staff of 20.
- Maintain NH State Child Care Licensing rules and regulations for seven before and after school programs in Strafford County with over 200 members
- Maintain accurate health and safety records for staff and children.
- Coordination and implementation of School Vacation Camps in two locations
- Develop and maintain an annual budget, adjusting when needed based on actual vs. budgeted enrollment.
- Responsible for all purchases, food and supplies, for the department.
- Work with marketing department to create all promotional materials on a regular basis.
- Developed relations with all schools and school departments where programs are running.
- Provide direct program support daily by helping drive the bus, substituting for staff and observing at various sites.
- Created first ever Youth of the Year event for the Schools Out Program. The event had over 250 attendees and is now being implemented across the state at four other Greater Manchester YMCA programs.

Girls Inc., Rochester, NH 2002 – 2011  
**Regional Director** (2005 – January 2011)

- Independently manage the Rochester Girls Center. Responsible for the planning of after school and summer camp activities.
- Supervise and ensure the safety of 35 (on average) girls while at Girls Inc or while attending a Girls Inc function(s).
- Supervise, hire, train and provide feedback for staff, interns, and volunteers throughout the year.
- Worked with UNH Recreation Management and Policy (RMP) department to bring in the first ever UNH – RMP intern to the Rochester Girls Center.
- Established a structured, safe, and healthy environment for girls through implementation of Girls Inc Policies and Procedures and personally modeling these behaviors to girls in the program and staff.
- Increased enrollment by an average of 10 girls per month resulting in maximum capacity, 50 participants, for the program.
- Maintain accurate health and safety records on each child in the program.
- Responsible for tracking parent membership balances, and cash reconciliation.

- Using spreadsheets track all site activity participation statistics, track required USDA participation and demographic information, and report on all County, City and State grant information as required on a monthly basis.
- Implement Girls Inc National Curriculum, as Enrichment Programming to local area Elementary, Middle and High Schools.
- Co-director of the Girls Inc annual 5K road race including solicitation of sponsors, recruitment of volunteers and advertising.
- Work as a lead coordinator for the Greater Seacoast Girls Initiative, a collaborative group with the United Way, to create a conference for Middle School Girls.

Girls Inc., Concord, NH

**Program Coordinator** (2004 – 2005)

- Plan and coordinate daily activities for after school and summer camp including arts and crafts, science, sports, drama, dance and national curriculum.
- Supervise a staff of four in working with pre-adolescents.
- Supervise and ensure the safety of a daily average of 32 pre-adolescent children in daily activities and field trips.
- Responsible for keeping records of children, daily attendance, and entering deposits.
- Help with various fundraisers for the organization including contributing art work for the annual art auction and soliciting donations from area businesses for the TV auction.

Girls Inc., Concord, NH

**After School and Lead Summer Camp Instructor** (2002 – 2004)

- Facilitated sports, arts, and science programs for girls' ages 5-16 during the school year with the stated goal of fostering team work, scientific curiosity, and a stronger sense of self-worth.
- Responsible for closing the facility at the end of scheduled programs ensuring all children have left safely and building has been properly closed.
- Handle parent payments and inquires.

Community Partners, Rochester, NH

2008- 2009

**Program Facilitator** (Evenings and Weekends)

- Facilitated "Sibshop" workshops for siblings of kids with disabilities.
- Worked with youth ages 10-13 in Team Building, Leadership, and Emotional Outlets.
- Implemented programming based on the national guide for "Sibshop" and planned additional activities each month.
- Supervised youth in monthly activities of swimming, sledding, cooking, low ropes course and other active games.
- Helped youth to network and communicate with peers on the issues they face having a sibling with a disability.

**Work history prior to 2002 available upon request**

**Certifications:**

- Adult, Child and Infant CPR and First Aid
- Water Safety

**Organizations:**

- International Rotary Club, Rochester Rotary Club
- Expanding Your Horizons in Science and Mathematics

**References Available Upon Request**

## Nicole Dale

*Trained through schooling, prior internships, and work experience in the field of social work and addiction. Knowledgeable in planning and leading groups as well as working on an individual basis with clients of all race, age, and gender.*

### WORK HISTORY

#### **June 2010- Current Bridging the Gaps Rochester, NH**

##### **Youth Prevention Services Coordinator**

Responsible for working with a variety of private, public, and municipal local and regional stakeholders to deliver alcohol and drug prevention services to youth in the Rochester School District. These deliverables include but are not limited to logistic coordination, plan development, coordination of participants, trainings, and marketing.

Position is also responsible for attending relevant trainings to maintain certification, assisting in grant writing, new program development and other duties as assigned.

#### **August 2008- June 2010 CHANCES Farmington, NH**

##### **Program Coordinator**

Oversee development and implementation of the youth programs. Ensures program quality and performance related to recruiting, screening, matching, monitoring, scheduling and closing relations with the families, schools, parent/ guardian, community organizations and the child throughout the relationship.

#### **January 2008- May 2008 Turning Point Half Way House, South Eastern New Hampshire Services Dover, NH**

##### **Counselor Intern**

Co-lead groups weekly, entered data assessment plan notes into charts, perform case management, attend in-house trainings routinely, educate myself through weekly supervision, help prepare clients for discharge (scheduled and unscheduled)

#### **December 2007- June 2010 Uno's Restaurant Dover, NH**

##### **Server**

#### **December 2006- May 2007 Barrington Middle School Mentor Program Barrington, NH**

##### **Mentor**

Participate in a once a week one on one session with a middle school child.

#### **September 2006- December 2006 Cross Roads House Portsmouth, NH**

##### **Service Learning**

Became familiar with the homeless population and the hardships families and individuals face while being homeless.

#### **September 2005- April 2006 Merrimack River Medical Services Somersworth, NH**

##### **Counselor Intern**

Knowledgeable in the twelve core functions. Attended in house trainings such as crisis intervention prevention training. Observed and dealt with dual diagnosis patients.

*References: Available upon request*

## **Nicole Dale**

### **EDUCATION**

**Master of Social Work, MSW, University of New England Expected Graduation 2015  
August 2006- August 2008 University of New Hampshire Durham. NH**

**Bachelor of Social Work**  
Graduated

**August 2003- May 2006 New Hampshire Technical Institute Concord, NH**  
**Associate of Addiction Counseling**  
Graduated with honors

*References: Available upon request*

# LAUREN M. COLANTO

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## PUBLIC SECTOR EXPERIENCE

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### Recreation Program Coordinator

June 2012-Present

*Rochester Arena and Youth Services, Rochester, NH*

- Aid in supervision and planning of various programs including Teen Night.
- Assist recreation supervisor in oversight of six camp locations for children grades first through middle school.
- Supervise and evaluate thirty camp counselors.
- Provide equipment, parental communication and camper/parent de-escalation support to camp counselors.
- Foster open, frequent communication with parents, recreation supervisor, assistant director and main office.
- Maintain organized parent communication records and incident reports.

### Secondary Spanish Teacher/Language Department Head

August 2010 - June 2013

*Spaulding High School, Rochester, NH*

- Facilitate monthly department meetings to share assessments and strategize for student success.
- Lead various teacher trainings workshops at high school and middle school.
- Manage group of thirty faculty members during school self-study as NEASC Standard 1 Committee chair.
- Organize and lead department curriculum creation and modification days.
- Cultivate community relations through volunteering on the Stafford County Youth Vision Team.
- Utilize computer skills to digitalize all student assessments and department records.
- Maintain class website and department documents through utilization of Google Drive.

### Municipal Management Association of NH, UNH, Local Government Center Fellowship

June 2011-August 2012

*Town of Waterville Valley, NH*

- Assist town manager in daily responsibilities and functions of local government.
- Provide town selectmen with observations and recommendations for growth and development of Waterville Valley Recreation Department.
- Attend department head, planning board, zoning and selectmen meetings.
- Research, collect and organize town financial records for USDA water/sewer project in the White Mountain National Forest.
- Collect and analyze cable franchise agreement information from neighboring municipalities to present to selectmen in their negotiations with Time Warner cable.

### Community Program Director

June 2006 - August 2010

*Beverly Recreation Department, Beverly, MA*

- Plan and implement summer camp program for 1,000 children ages 6-12.
- Supervise, train and evaluate staff of twenty four counselors.
- Communicate frequently with city officials and municipal departments.
- Manage program payroll and equipment budget.
- Create and distribute all promotional and registration materials in English and Spanish.
- Coordinate subprograms with private organizations such as Girl Scouts U.S.A. and local community outreach groups.

### Spanish Teacher

August 2009 - June 2010

*Dover High School, Dover, NH*

- Plan and lead weeklong student field study in Puerto Rico.

## CERTIFICATION

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New Hampshire Modern Language Spanish K-12 Certification

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## EDUCATION

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### Masters of Public Administration

May 2012

*University of New Hampshire, Durham, NH*

### BA Spanish, BA History

May 2008

*University of New Hampshire, Durham, NH*

Member of Alpha Chi Omega National Sorority

## NICOLE E. RODLER

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### **Personal Philosophy:**

*To be a team player that rises to the occasion when needed. Results oriented.  
Engaging, with strong interpersonal skills, adaptable, reliable, organized and able to  
make and maintain difficult decisions while utilizing resources and empowering others.*

### **Professional Work Experience:**

**Juvenile Court Diversion Coordinator  
City of Rochester Police Department**

**12/2009-present  
Rochester, NH**

- Coordinate Police Department's Juvenile Court Diversion and Teen Drug Court services based on restorative justice
- Train, coordinate and supervise teen peer juries for Teen Drug Court and adult Diversion juries
- Work with and provide necessary training to community partners, school administration and law enforcement on prevention efforts
- Manage diversion caseload: setting up community service sites; overseeing restitution and mediation process; providing educational curriculum for prevention and intervention; and coordinate services with school and family
- Provide support to juvenile division through meetings, trainings and networking
- Research, write and help monitor grant opportunities pertaining to juvenile services
- Sits on Statewide Juvenile Court Diversion Network to share and gain resources
- Develops and presents pertinent Departmental trainings on current youth trends
- Participates in Departmental hiring process as Civilian Staff

**Manchester Weed & Seed Strategy Coordinator  
City Of Manchester Health & Police Departments**

**07/2005- 12/2009  
Manchester, NH**

- Coordinated City-wide collaboration on crime prevention
- Developed, managed and reported out on an Annual Budget, including oversight of allocated funds for special interests.
- Managed all statistical data and outcome measurements for the Strategy
- Direct Supervision of an Americorp VISTA position responsible for the coordination of the 56+ Neighborhood Watch Groups
- Management of all Federal, Local and Private funding reports
- Management of monthly strategy reports from Committees
- Worked with community partners on the four core components of the Strategy: Law Enforcement; Community Policing; Neighborhood Revitalization and Coordinated Community Response
- Public speaking and multi- media presentations to community
- Organized and trained on appropriate prevention topics

## NICOLE E. RODLER

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### Affiliations, Committees and Volunteer Positions:

**NH State Disproportionate Minority Contact Committee Member, State of NH**

Law Enforcement Trainer, 3/2012-present

**NH State Juvenile Court Diversion Network, State of NH**

Chair, 6/2011-current

**Bridging the Gap, Rochester, NH**

Coalition member, 12/2009-present

**SHARE Fund, Board of Directors, Rochester, NH**

Board of Directors, 1/2012-3/2013

**Greater Manchester Chapter American Red Cross, Manchester, NH**

Board of Directors, 08/2007- 12/'09

Disaster Action Team, 02/2008-12/'09

**Makin' It Happen Coalition, Manchester, NH**

Board of Directors, 05/2004-06/'05; 01/2006-'07

Violence Prevention and Dropout Prevention Committees, 07/2000- 12/'09

**Greater Manchester Association of Social Service Agencies, 11/2003- 12/'09**

### Formal Education:

2009 **MA Justice Studies** Southern NH University, Manchester, NH  
(in progress)

1997 **BA Psychology/CRJ** State University of NY, Albany, NY

1993 **AA Math/ Science** Fulton Montgomery College, Johnstown, NY

- Who's Who Among American College Students
- National Phi Theta Kappa
- Dean's List

1989 **Regents Diploma** Duanesburg Central School, Delanson, NY

### Continuing Education and Certifications:

2012 **DMC Law Enforcement Trainer: "Effective Police & Youth Interactions"**

2011 **Certified CPR/ First Aid and Strangulation Identification**

2011 **Certified CPTED Instructor** NCPC

2011 **Certified Juvenile Firesetter Intervention Specialist I**

2010 **Certified SASSI Evaluator**

2006 **New Futures: Community Leadership Initiative**

1999 **Certified Challenge Course Instructor, NH Bureau of Substance Abuse**

### Awards & Acknowledgements:

2011 **Rochester Police Chief's Award**; presented by Chief Dubois

2009 **Key to the City of Manchester, NH**; presented by Mayor Frank Guinta

*References available upon request*

## Meredith Hamel LADC, ICADC

### Employment

- 2002 – current **Licensed Alcohol and Drug Counselor, Hamel Substance Abuse Counseling**
- Private Practice / Self employed
  - Anger Management and Domestic Violence classes
  - Individual and group counseling
  - Adult, Adolescent and Family Counseling
  - Substance Abuse Evaluations, referral and consultation
  - DWI Aftercare
  - Substance Abuse Educational Workshops
- 2002 – current **SAP, Dover High School**
- Adolescent and Family Counseling
- 2002 – 2005 **Southeastern New Hampshire Services (SENHS)**
- IDIP Instructor
  - Strafford County Drug Court Treatment Provider
- 1999 - 2001 **Program Director, SENHS, Strafford County Academy**
- Conduct clinical assessments and individual treatment plans
  - Attend all sentencing and violation hearings
  - Plan and facilitate weekly Life Skills Group
  - Meet regularly with clients to follow progress and assist in goal planning
  - Schedule and organize Academy graduation ceremonies
- 1998 - 1999 **Assistant Program Director, Vinfen Corp.**
- Staff recruitment, supervision, training, scheduling and personnel files
  - Develop and implement program policies and procedures
  - Coordinate in home, ongoing crisis prevention & intervention
  - Oversee case file management, intake, assessments and referrals
  - Manage client/company funds and service delivery billing
  - Program planning and evaluation
- 1996 - 1998 **Program Staff Supervisor, Vinfen Corp.**
- Supervise staff in residential and community outreach program
  - Staff hiring, recruiting, training, scheduling and personnel records
  - Referrals, intakes and assessments, coordinate clinical team meetings
  - Respond to 24hr on-call crisis situations for eight programs
  - Delegate and oversee all aspects of case file management
- 1995 - 1996 **Community Outreach Worker, Vinfen Corp.**
- Case file management
  - Develop and implement crisis plans
  - Research and network with family, housing authorities & SSI/SSDI
  - provide advocacy in community for dually diagnosed clients

### Employment continued

- 1988 - 2001 **Relief Manager, Bass River Inc.**

-In home basic life skills; food preparation, laundry, household maintenance, interpersonal relations and symptom management

- 1993 - 2001 **Combat Arms Instructor, U S Air Force National Guard**  
-Develop and implement lessons plans and education schedule  
-Teach classes to adult students  
-Conduct range qualifications for over 1,230 personnel  
-Procure inventory and maintenance of all small arms on base

- 1995 - 1996 **Special Ed Teacher Aide, North Shore Consortium and Peabody H.S.**  
-Teacher's aid to adolescence with learning and psychiatric disabilities  
-Implement individual education plans  
-Crisis intervention and prevention

### Education

- 1995 Bachelor of Social Work, Salem State College  
1993 Combat Arms Instructor, US Air Force National Guard  
1992 Associates in Mental Health Counseling, NSCC

### Certifications

- 2006 Internationally Certified Drug and Alcohol Counselor (ICDAC)  
2005 NH approved Batterer Intervention Program Provider  
2003 PRIme for Life Aftercare Provider  
2002 Licensed Drug and Alcohol Counselor (LADC)  
2001 PRI Certified Instructor

### Community Interests

Member of Dover Coalition for Youth and Families

### Internships

- 1994 - 1995 **NS Consortium and Peabody Alternative High School**  
-Independently led superlative classes and therapeutic groups  
-Crisis intervention & prevention
- 1993 - 1994 **Salem Probation Dept.**  
-Work in conjunction with DSS/DYS, public school system and local police  
-Designed and coordinated "AIDS/HIV Awareness for Youth"
- 1992 - 1993 **Salem Hospital Mental Health Unit**  
-Intake & assessments for admission, Crisis intervention & prevention  
-Case file management and discharge summaries
- 1991 - 1992 **NFI Shelter Care**  
-Instruct in socialization and academic skills  
-Juvenile diversion program and court system for juveniles on probation

# Donovan Funk

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## Belief Summary:

*With over 26 years in law enforcement, I have the skills to problem solve, communicate and respond to the needs of others in a professional and appropriate manner; in any environment and with understanding of multiple generations and cultural needs.*

## Work Experience:

<b>Police Officer</b>	<b>10/1987- present</b>
<b>City of Rochester Police Department</b>	<b>Rochester, NH</b>
➤ School Resource Officer	<b>2006-present</b>
➤ Juvenile Officer	<b>2002-04</b>
➤ Public Housing Officer	<b>2004-05, 13-present</b>
➤ Summer Recreation Officer	<b>2006-2009</b>
➤ DARE Officer	<b>2006- present</b>
<b>US Marine Corp</b>	<b>1983-1986</b>
<b>Strafford County House of Corrections</b>	<b>1986-1987</b>

## Education:

<b>1983</b>	<b>Graduated Farmington High School, Farmington, NH</b>
<b>1988</b>	<b>Graduated NHST Police Academy, Concord, NH</b>

## Affiliations, Committees and Volunteer Positions:

<b>Coach</b>	<b>1993-2005</b>
<b>Honorary Rotarian- Rochester Rotary</b>	<b>2010-present</b>
<b>Rochester Rotary Finger printing</b>	<b>2000-present</b>
<b>Rochester Reads</b>	<b>2000-present</b>

## Pertinent Continuing Education and Certifications:

**DARE Officer certification/ re-certification**  
**Professional Policing Practices**  
**National Gang Symposium**  
**Bullying, Today's Crusade**  
**Policing Culturally Diverse Communities**  
**ADA for Law Enforcement**  
**School Resource Officer& Special Education Needs**  
**Dover Youth to Youth (Development of School ATOD Programming)**  
**Habits of Effective People**  
**Underage Drinking Prevention**

## Awards & Acknowledgements:

**2008 Jaycees Award Officer of the Year**  
**1998 Distinguished Unit Action Award**  
**Rochester Police Dept Employee of the Month 3x**

*References available upon request*

# James Murphy

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## Education

**Graduate 134<sup>th</sup> NH Full Time Police Academy- NH PSTC, 2004**  
*Ranked 2<sup>nd</sup> in Academics*

**B.S. Kinesiology: Outdoor Education-** University of New Hampshire, 2003

*Cumulative GPA of 3.49*  
*Presidential Scholar 2001*  
*Dean's Scholarship Recipient*

## Professional experience

**Patrolman-** Rochester, NH Police Department, 2004-present

Performed function of patrol officer including traffic enforcement and responding to calls for service. Investigated over 1,100 incidents and 475 arrests ranging from theft, criminal mischief, and harassment to attempted murder. Investigated over 175 motor vehicle accidents. Involved with public relations including participating as the Ward 4 Coalition Officer and the Rochester Public Library Liaison Officer.

**Two Time Recipient of the Distinguished Unit Award –**

*November 2005-* For participating in the first response and initial investigation of a fatal shooting.

*October 2007-* For improving the quality of life in the downtown area through increased presence, arrests for disorderly behavior, and DUI apprehensions.

## Additional Training

### **NH Police Standards and Training Council**

#### **Interview & Interrogation:**

This class taught numerous techniques to effectively interview suspects and witnesses. Topics included: persuasion, and influence, the difference between suspect and witness interviews, sizing up the suspect and deciding which tactics to use, Miranda and voluntaries issues, neurolinguistics, cognitive interviews, and the multiple suspect elimination process, rapport development, question formation and behavior response.

#### **HGN/ Standardized Field Sobriety Tests:**

Reviewed the Standardized Field Sobriety Tests recognized by the National Highway Traffic Safety Administration (NHTSA), as well as alternative tests that can be used to detect impairment in drunk drivers. The basic recognition of impairment by drugs was also discussed.

#### **Ground Fighting Techniques**

Built on the defensive skills and techniques learned in the police academy. Also learned more about ground fighting and what to do if you are knocked off your feet in a confrontation, and when it may be tactically advantageous to take to the ground in a confrontation. Also discussed were weapons of opportunity- their utility and potential liabilities and practiced felony prone handcuffing techniques and advanced takedowns.

**Breath Operator:**

This course led to certification as an operator of the Intoxilyzer 5000-breath test instrument approved by the N.H. Department of Safety to detect alcohol-impaired drivers. Topics of the course also included the Pharmacology of Alcohol, Infrared Breath Testing Theory and a Practicum.

**Telephone Records in Criminal Investigations:**

Learned skills, strategies, and techniques to obtain and effectively utilize telephone call records and subscriber information in criminal investigations.

**Critical Incident Response:**

This course taught how law enforcement agencies can adapt the Incident Command System that is universally used in the Fire Service to the needs of police in responding to hostage situations, natural or human-made disasters, civil demonstrations and disturbances, major entertainment events, sporting events and other occurrences that require a total commitment of personnel, mutual-aid, or a multi-disciplinary response.

**Warrant and Complaint Writing:**

Reviewed how to prepare arrest warrants, search warrants, affidavits and complaints –why and when they are needed, where to obtain them, what information they must contain and how to execute them. Special emphasis is placed on relevant statutes, court decisions, and rules of the court.

**Strafford County Domestic Violence Project****Law Enforcement Response to Domestic Violence:**

Reviewed cycle of violence, as well as different ways to render assistance to victims of domestic violence.

**Rochester Police Department:****Active Shooter Response:**

Learned how to respond to Columbine-style scenario of an armed suspect shooting in various areas. Included how to establish a command post, communicate effectively, search buildings, and neutralize threat. Practical simunitions training was included.

**Certifications****Field Training Officer****Defensive Tactics Instructor****Monadnock Expandable Baton Instructor****Driving/Force Simulator Instructor****Taser X26 Instructor****Intoxilyzer 5000 Operator #3559****NAUI Scuba Diver**

**CONTRACTOR NAME**Key Personnel

<b>Name</b>	<b>Job Title</b>	<b>Percentage of Time Spent on Project</b>	<b>Annual Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Art Jacobs, Rec Dept	Rec Supervisor	12%	\$53,500	0	\$0
Lauren Colanto, Rec Dept	Asst Director	12%	\$34,900	0	\$0
SRO Funk, RPD	SRO	12%	\$37,440.00	0	\$0
SRO Murphy, RPD	SRO	12%	\$55,017.51	0	\$0
Nicole Rodler, RPD	Diversion Coordinator	15%	\$45,888.00	0	\$0
Graham Griffin, BTG	Director	12%	\$38,500	0	\$0
Nicole Dale, BTG	ATOD Cnslr	15%	\$27,200	0	\$0
DJ SubCont	DJ Subcontractor	n/a	\$100/event	100	\$800.00
Meredith Hamel	LADC	n/a	\$200/event	100	\$2400