



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-6100 1-800-804-0909
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

Nancy L. Rollins
 Associate Commissioner

December 11, 2013

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

SOLE SOURCE

REQUESTED ACTION

100% General funds

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into a **sole source** Agreement with CADY, INC. Communities for Alcohol and Drug-Free Youth (Vendor # 171395 B001) 94 Highland Street, Plymouth, NH 03264, to support the Launch Youth Entrepreneurship program, effective January 15, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2015, in an amount not to exceed \$40,000.

Funds to support this request are anticipated to be available in the following account in State Fiscal Years 2014 and 2015 and upon the availability of the funding to the Department. Funds may be adjusted if needed between fiscal years depending on availability and appropriation of funds in future operating budgets.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2014	102-500734	Contracts for Program Svc	49158502	\$20,000
SFY 2015	102-500734	Contracts for Program Svc	49158502	\$20,000
			Grand Total	\$40,000

EXPLANATION

This agreement is sole source because in the current biennium the New Hampshire Legislature appropriated funding in the Governor's Commission account to be used for alcohol and other drug prevention services. Of the funds appropriated in this account \$20,000 in each fiscal year shall be used to fund services to prevent and reduce youth alcohol use through the Launch Youth Entrepreneurship Program provided by Communities for Alcohol and Drug Free Youth known as CADY.

Launch Youth Entrepreneurship Program is the sole youth employment program in Central New Hampshire and is an innovative, one-of-a kind, positive youth development program that combines workforce development training and substance abuse prevention strategies. This community-based, grassroots program was established in 2005 by Communities for Alcohol and Drug-Free Youth in collaboration with key community leaders who recognized the need for resiliency-building and positive

youth engagement beyond the classroom, particularly for those disconnected, isolated youth from low-income families at risk for or demonstrating high-risk behaviors. Program goals are accomplished by engaging youth in year-round programming in our rural region where isolation, poverty, and limited youth job opportunities are risk factors and connections to the community scarce. The Launch Youth Entrepreneurship Program develops concrete skills and opportunities to explore new environments, promotes smart decision-making and goal-setting, allows healthy risk-taking, offers chances to learn and exercise leadership for youth who are marginalized by rural isolation, poverty, and learning differences. The program is divided into three phases: Phase 1: Life Skills/Leadership Development; Phase 2: Business Planning; and Phase 3: Summer Operations /Paid Employment. In addition to skills development of the three phases, community service opportunities teach respect, social responsibility, compassion, civic leadership and volunteerism.

Should the Governor and Council not authorize this request for funding for the Launch Youth Entrepreneurship Program it would impact 20 high risk youth in the Pemi-Baker area and would be out of compliance with the Laws of 2013, Chapter 143, HB 1-A-Final Version.

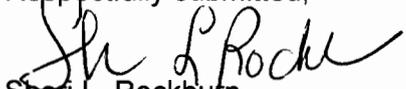
Performance measures for this agreement include the following:

- The Launch Youth Entrepreneurship Program is evidenced-based therefore will adhere to fidelity of the program design.
- 20 High Risk Student participation with Launch Youth Entrepreneurship Program as follows:
 - Phase 1: Life Skills/Leadership Development
 - Phase 2: Business Planning
 - Phase 3: Summer Operations /Paid Employment
- Students will complete one community service project
- Expected that over 95% of youth who begin the program finish it.

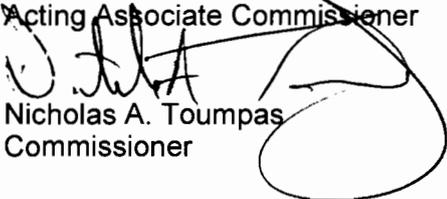
Area served: Newfound and Pemi-Baker regions of the state.

Source of Funds: 100% General Funds from the Governor's Commission.

Respectfully submitted,


Sheri L. Rockburn
Acting Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

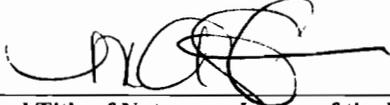
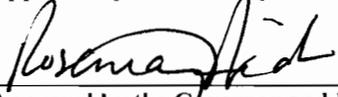
Subject: Launch Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name CADY, INC. Communities for Alcohol and Drug-Free Youth		1.4 Contractor Address 94 Highland Street Plymouth, NH 03264	
1.5 Contractor Phone Number 603-536-9793	1.6 Account Number 010-049-2989-102	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$ 40,000
1.9 Contracting Officer for State Agency Valerie Morgan		1.10 State Agency Telephone Number 603.271.6819	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael F. Conkha, Board Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>11/20/13</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.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace MICHELE A. AGUIAR, Notary Public My Commission Expires JUNE 24, 2008 <u>7/24/18</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rodburn Acting Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>12-24/13</u>			
1.18 Approval by the Governor and Executive Council 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: MM
Date: 11/27/13

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

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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

Scope of Services

1. General Provisions

- A) The Contractor is responsible for compliance with all relevant state and federal laws.
- 1) Special attention is called to the following statutory responsibilities:
 - 2) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
 - 3) All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the Department of Health and Human Services, Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541 A.
 - 4) The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B N.H. RSA 318 B: 12 and N.H. RSA 172:8-A.
- B) Relevant Policies and Guidelines
- 1) The Contractor shall maintain and promote a written policy for supporting a substance free workplace. This policy shall include a written statement regarding rules pertaining to alcohol, tobacco, and other drugs.
 - 2) The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.
 - 3) Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform DHHS before initiating any research related to this contract.
- C) Culturally and Linguistically Appropriate Standards of Care
- 1) DHHS recognizes that culture and language have considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access, DHHS expects the contractor(s) to provide culturally and linguistically appropriate services according to the following guidelines:
 - i) Assess the ethnic/cultural needs, resources and assets of their community and region;
 - ii) Plan to address any health disparities identified in the assessment phase of the SPF;
 - iii) Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment;
 - iv) Offer consumers a forum through which clients have the opportunity to provide feedback regarding cultural and linguistic issues that may deserve response;
 - v) Effective outreach and networking methods to engage and build trust with individuals with respect to their culturally and linguistically diverse home environments, if applicable; and
 - vi) Provide interpretation/communication assistance services for those individuals who need it (including but not limited to individuals who are deaf, hard of hearing, blind, visually or speech impaired, have limited English proficiency (LEP) or low literacy skills) for clients.
- D) Publications Funded Under Contract
- 1) All products produced under this contract are in the public domain.
 - 2) All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use.
 - 3) The Contractor shall credit DHHS on all materials produced under this contract.



Exhibit A

2. Minimum Standards of Core Services

A) Contractors Minimum Required Services and Performance Measures

- 1) Dedicated staff
The Contractor shall maintain dedicated staff, a .50FTE, Elizabeth Brochu, as the Project Coordinator. This individual shall be responsible for supporting the implementation of the LAUNCH. The work shall include the coordination of services, ensuring the contracted services are being implemented, and conducted in the Pemi-Baker Region with up to 20 students served annually.
- 2) The contractor shall identify isolated youth from low-income families at risk for or demonstrating high-risk behaviors. Program goals are accomplished by engaging youth in year-round programming in our rural region where isolation, poverty, and limited youth job opportunities are risk factors and connections to the community scarce.
 - i) Provide the steps and actions you will take ensure high risk, isolated youth are identified
Contractor shall work with schools, law enforcement, juvenile justice, family resource center, homeless shelter, and Community Mental Health Center to ensure outreach and enrollment of high-risk student populations.
- 3) The LAUNCH develops concrete skills and opportunities to explore new environments, promotes smart decision-making and goal-setting, allows healthy risk-taking, offers chances to learn and exercise leadership for youth who are marginalized by rural isolation, poverty, and learning differences:
 - i) During the academic year, the contractor shall conduct weekly life skills and business skills development sessions in collaboration with community partners for the purpose of educating, engaging, and mentoring LAUNCH youth in skill building, leadership development, goal setting, healthy decision making, enriching alternatives to risk behavior, experiential learning, and community service.
 - ii) During the summer, youth will apply the skills learned during the academic year, in the workplace. The Common Man Family of Restaurants will provide paid summer employment to youth whom have successfully completed the academic-year programming providing the opportunity for youth to earn their first paycheck.
- 4) Outreach and recruitment:
Contractor shall design and disseminate a recruitment flier and disseminate to high school guidance offices and school psychologists, present to students at annual extracurricular Join Week Fairs, list the opportunity on school websites; run announcements in school daily news; and publish a press release in local newspapers for parent information.
- 5) Implementation
The LAUNCH is divided into three phases: Phase 1: Life Skills/Leadership Development (September - January), Phase 2: Business Planning (February – June), and Phase 3: Summer Operations /Paid Employment (June-August).
 - i) Phase 1: LIFE SKILLS/LEADERSHIP DEVELOPMENT – Youth will participate in trainings in the areas of substance abuse prevention to increase awareness of risks and promote healthy choices, stress management, social skills, conflict resolution, personal visioning, communication, public speaking, goal setting, team building and problem solving to lead to improved decision-making abilities, and build confidence and connections to peers and caring adult mentors.
 - ii) Phase 2: BUSINESS PLANNING - Youth will develop pre-employment and real world financial skills. This includes training in financial literacy, business planning, marketing, resume writing, interviewing skills, work ethic, customer relations, developing responsibility in the workplace, quality control, job shadowing, and image.
 - iii) Phase 3: SUMMER OPERATIONS/PAID EMPLOYMENT-Youth earn their placement in a paid summer employment position by participating in the academic year program. The Common Man Inn pays competitive wages for summer youth placements at the youth-run Frosty Scoops Ice Cream Stand. Concrete skills lead to increased confidence – a “first paycheck” to self-worth.
 - iv) Year-Round: MENTORING – Staff provides on-going mentoring and support system to high-risk youth – Positive adult connections decrease youth risk-factors, reduce loneliness and

Exhibit A

Contractor Initials: MM

Date: 11/22/13



Exhibit A

isolation, decrease substance use, and provide youth positive mentoring and support during pro-social and employment activities. These connections increase youth resilience, sense of belonging, confidence, and investment in self and in their greater community through community service.

- 6) Evaluation
 - i) The LAUNCH Program outcomes are measured bi-annually by analysis of pre-post surveys by independent contractor, the Community Health Institute (CHI). Pre-surveys are administered annually at the first session of the academic year and post-surveys are administered during the last week of paid summer employment.
 - ii) The contractor will be responsible for entering data within twenty (20) working days following the end of the following month, e.g. July data will be fully entered by August 20th.

- B) Data Reporting Requirements
 - 1) The Contractor must have the ability to communicate and submit required reports via e-mail.
 - 2) The Contractor shall submit the following reports in formats approved and/or provided by DHHS:
 - i) Contractors shall enter and complete monthly data reporting in New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the following month, e.g. July data will be entered fully by August 20th.
 - ii) The Contractor shall submit monthly expenditure reports for reimbursement of costs associated with contract activities, by the 20th business day following the month;
 - iii) Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the State.
 - iv) Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
 - v) DHHS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to DHHS's satisfaction, unless a waiver has been granted.

- C) Quarterly Site Visits
 - 1) The Contractor shall allow a team authorized by DHHS to conduct quarterly site reviews that will include the Program Prevention Coordinator, the Contractor or designee, Evaluator, and DHHS. Other Regional Public Health Network representatives will join this team as determined appropriate by DHHS or contractor. This site visit will review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.

- D) Evidence Based Core Components
 - 1) In support of the NH DHHS's, Bureau of Drug and Alcohol Services' commitment to funding evidence-based interventions to prevent and reduce alcohol and other drug problems, contractors are required to work with the NH Center for Excellence to ensure the following:
 - i) For those contractors implementing interventions from the federal registry of evidence-based practice or based on an intervention listed on such a registry, that core elements articulated within the federal registry for the intervention will be implemented with fidelity;
 - ii) For those contractors implementing interventions that are not from the federal registry of evidence-based interventions, you are required to contact NH Center for Excellence to assist you with establishing the core elements that meet evidenced based status of intervention, implementation and evaluation.
 - iii) For more information <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>. Process for NH prevention providers to select evidence-based interventions.



Exhibit B

Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. 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.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301



Exhibit B-1

LAUNCH Budget / January 2014-June 2014	
	FY 2013-2014 Budget
Income	
DHHS Contract - NH Governor's Commission	\$ 20,000.00
Municipal Allocations	\$ 2,500.00
Mini-Golf Fundraiser	\$ 7,500.00
Total Financial Support 2013-2014	\$ 30,000.00
Expenses	
Wages	\$ 21,500.00
Benefits & Taxes	\$ 2,500.00
Evaluation	\$ 2,000.00
Office Supplies/Expense	\$ 1,100.00
Occupancy	IN-KIND*
Staff & Youth Education/Training	\$ 900.00
Youth Wages	IN-KIND*
Travel/Mileage	IN-KIND*
Insurance	\$ 1,000.00
Youth Activities	\$ 1,000.00
Total Expenses 2013-2014	\$ 30,000.00

LAUNCH Program IN-KIND CONTRIBUTIONS 2013-2014	
<p>*The LAUNCH receives significant in-kind contributions from many community partners who donate their time, expertise, and services during the academic year advancing positive youth development. The largest in-kind investment (\$57,000 annually) is made by the Common Man Family of Restaurants in the provision of product, place, and paid summer employment for 25 youth. A commitment has been made to continue these contributions in the coming year.</p>	<p>IN-KIND 84,181</p>



Exhibit B-2

LAUNCH Budget / July 2014-June 2015	
	FY 2014-2015 Budget
Income	
DHHS Contract - NH Governor's Commission	\$ 20,000.00
Municipal Allocations	\$ 2,500.00
Mini-Golf Fundraiser	\$ 7,500.00
Total Financial Support 2014-2015	\$ 30,000.00
Expenses	
Wages	\$ 21,500.00
Benefits & Taxes	\$ 2,500.00
Evaluation	\$ 2,000.00
Office Supplies/Expense	\$ 1,100.00
Occupancy	IN-KIND*
Staff & Youth Education/Training	\$ 900.00
Youth Wages	IN-KIND*
Travel/Mileage	IN-KIND*
Insurance	\$ 1,000.00
Youth Activities	\$ 1,000.00
Total Expenses 2014-2015	\$ 30,000.00

LAUNCH Program IN-KIND CONTRIBUTIONS 2014-2015	
<p>*The LAUNCH receives significant in-kind contributions from many community partners who donate their time, expertise, and services during the academic year advancing positive youth development. The largest in-kind investment (\$57,000 annually) is made by the Common Man Family of Restaurants in the provision of product, place, and paid summer employment for 25 youth. A commitment has been made to continue these contributions in the coming year.</p>	IN-KIND 84,181

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;

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.

3. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence;

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.

CADY Inc From: 7/1/2013 To: 6/30/2015
 (Contractor Name) (Period Covered by this Certification)

Michael F. Conklin
 (Name & Title of Authorized Contractor Representative)

 11/13/2013
 (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

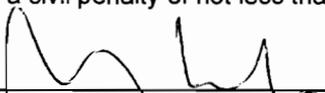
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *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 F. Conklin Board Chair
(Authorized Contractor Representative Name & Title)

CADY Inc.
(Contractor Name)

11/22/2013
(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.

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

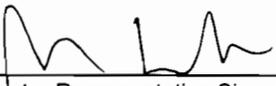
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (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 F. Conklin, Board Chair
(Authorized Contractor Representative Name & Title)

CADY Inc.
(Contractor Name)

11/22/2013
(Date)

Contractor Initials: MC
Date: 11/22/13

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 F. Goulet, Board Chair

(Authorized Contractor Representative Name & Title)

CADY, Inc.

(Contractor Name)

11/22/2013

(Date)

NH Department of Health and Human Services

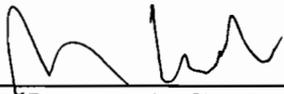
STANDARD EXHIBIT H

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 F. Conklin, Board Chair
(Authorized Contractor Representative Name & Title)

CADY Inc.
(Contractor Name)

11/22/2013
(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 I, 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 I, 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.

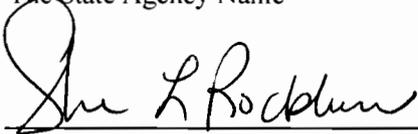
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

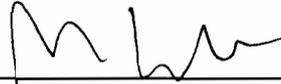
Department of Health & Human Services

CADy, Inc.

The State Agency Name

Name of the Contractor





Signature of Authorized Representative

Signature of Authorized Representative

Sheri L. Rockburn

Michael F. Conklin

Name of Authorized Representative

Name of Authorized Representative

Acting Associate Commissioner

Board Chair

Title of Authorized Representative

Title of Authorized Representative

12/23/13

11/22/2013

Date

Date

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CADY, INC. [COMMUNITIES FOR ALCOHOL AND DRUG FREE YOUTH] is a New Hampshire nonprofit corporation formed May 17, 2004. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of November, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, MARY COONEY, do hereby certify that:

- I am a duly elected Clerk of CADY, Inc.
- The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 11-22-2013 :

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, _____, for the provision of substance abuse prevention services.

RESOLVED: That the Board Chairman

is hereby authorized on behalf of this Corporation 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.

- The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22 day of November, 2013.

4. Michael F. Conklin is the duly elected Chairman

of the Corporation.

Mary Cooney

STATE OF NEW HAMPSHIRE

County of PUT

The forgoing instrument was acknowledged before me this 22 day of Nov, 2013.

By Michele Aguiar.

Michele Aguiar

MICHELE A. AGUIAR, Notary Public
My Commission Expires ~~June 4, 2008~~

7/24/18

Commission Expires: _____

CADY, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2012 AND 2011

CADY, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011

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Statements of Functional Expenses – Year ended December 31	4-5
Statement of Cash Flows – Year ended December 31	6
Notes to Financial Statements	7-8

**PAUL M. BUCK, CPA
PO BOX 243
PLYMOUTH, NH 03264
603-536-4663**

May 20, 2013

To the Board of Directors
CADY, Inc.

I have reviewed the accompanying statements of financial position of the CADY, Inc. as of December 31, 2012 and 2011 and the related statements of activities, functional expenses, and cash flows for the years then ended, in accordance with standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of CADY, Inc.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an examination in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly I do not express such an opinion.

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

A handwritten signature in black ink that reads "Paul M. Buck". The signature is written in a cursive style with a large, prominent initial "P".

**CADY, INC.
BALANCE SHEET
DECEMBER 31**

		<u>2012</u>		<u>2011</u>
ASSETS				
Current Assets:				
Cash	\$	56,506	\$	89,908
Grants Receivable		<u>18,942</u>		<u>20,928</u>
Total Current Assets		<u>75,448</u>		<u>110,836</u>
Property & Equipment				
Equipment		5,045		5,045
Less: Accumulated Depreciation		<u>(4,591)</u>		<u>(4,141)</u>
Net Property & Equipment		<u>454</u>		<u>904</u>
Total Assets	\$	<u>75,902</u>	\$	<u>111,740</u>
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts Payable	\$	6,871	\$	1,840
Accrued Payroll & Taxes		<u>2,708</u>		<u>4,385</u>
Total Current Liabilities		<u>9,579</u>		<u>6,225</u>
Net Assets:				
Unrestricted		17,903		29,312
Temporarily Restricted		<u>48,420</u>		<u>76,203</u>
Total Net Assets		<u>66,323</u>		<u>105,515</u>
Total Liabilities and Net Assets	\$	<u>75,902</u>	\$	<u>111,740</u>

**Please see accountant's review report
and notes to the financial statements**

CADY, INC.
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31

	<u>2012</u>	<u>2011</u>
Changes in Unrestricted Net Assets:		
Public Support:		
N.H. Dept. of Education	\$ 19,608	\$ 0
Drug Free Community Support Grant	128,055	125,223
Dartmouth Hitchcock	5,000	0
N.H. Incentives Income	0	5,083
N.H. Dept. of Justice Income	24,817	24,438
Grafton County Social Services	4,603	5,301
NHCF	10,000	34,668
NHEC	4,424	576
Municipal income	<u>18,601</u>	<u>6,239</u>
Total Public Support	<u>215,108</u>	<u>201,528</u>
Revenues:		
Interest Income	38	91
Fundraising	28,557	24,529
Donations	21,289	22,085
Other Income	<u>6,996</u>	<u>6,444</u>
Total Revenues	<u>56,880</u>	<u>53,149</u>
Total Unrestricted Support and Revenues	<u>271,988</u>	<u>254,677</u>
Expenses:		
Bridges to Prevention	19,608	0
Dartmouth Hitchcock Grant	5,000	5,083
Drug-Free Support Program	128,055	125,223
Byrne Foundation Grant	9,158	5,842
Grafton County Services	4,603	39,969
N.H. Dept. of Justice	24,817	24,438
NHCF	10,000	0
NHEC	4,424	576
Municipal Grant Expense	<u>18,601</u>	<u>6,239</u>
Total Program Services	224,266	207,370
Administration & Fundraising	<u>59,131</u>	<u>44,012</u>
Total Expenses	<u>283,397</u>	<u>251,382</u>
Increase (Decrease) in Unrestricted Net Assets	(11,409)	3,295
Changes in Temporarily Restricted Net Assets	(27,783)	29,312
Net Assets - Beginning of year	<u>105,515</u>	<u>0</u>
Net Assets - End of year	\$ <u>66,323</u>	\$ <u>32,607</u>
	=====	=====

**Please see accountant's review report
and notes to the financial statements**

CADY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2012

	<u>Grafton Cnty</u> <u>Services</u>	<u>Dartmouth</u> <u>&</u> <u>Municipal</u>	<u>Byrne</u> <u>&</u> <u>NHEC/NHCF</u>	<u>NH Dept of</u> <u>Justice</u>	<u>Drug-Free</u> <u>Support</u> <u>Program</u>	<u>Bridges to</u> <u>Prevention</u>	<u>Admin</u> <u>&</u> <u>Fundraising</u>	<u>Total</u>
Wages	\$ 2,910	\$ 10,548	\$ 13,582	24,817	\$ 85,206	\$ 17,608	\$ 6,431	\$ 161,102
Payroll Taxes	1,693	0	0	0	0	2,000	960	4,653
Employee Benefits	0	425	0	0	6,246	0	0	6,671
Consulting & Contract	0	1,000	10,000	0	12,246	0	2,500	25,746
Operating Supplies	0	2,885	0	0	606	0	214	3,705
Office Expense	0	2,444	0	0	2,227	0	1,064	5,735
Training & Education	0	0	0	0	0	0	0	0
Insurance	0	3,636	0	0	1,782	0	0	5,418
Travel & Entertainment	0	50	0	0	3,345	0	13	3,408
Fundraising/Other	0	498	0	0	50	0	28,668	29,216
Occupancy/Food	0	1,890	0	0	7,387	0	1,220	10,497
P&L	0	0	0	0	1,563	0	0	1,563
Telephone & Utilities	0	0	0	0	5,120	0	0	5,120
Printing & Advertising	0	225	0	0	2,277	0	17,611	20,113
Depreciation	0	0	0	0	0	0	450	450
Total	\$ 4,603	\$ 23,601	\$ 23,582	24,817	\$ 128,055	\$ 19,608	\$ 59,131	\$ 283,397

**Please see accountant's review report
and notes to the financial statements**

CADY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2011

	NHC & Grafton Cnty Services	Direct Service Program	Byrne & NHEC	NH Dept of Justice	Drug-Free Support Program	Municipal Grant	Admin	Total
Wages	\$ 19,487	\$ 5,083	\$ 6,418	22,701	\$ 70,537	\$ 1,158	\$ 6,731	\$ 132,115
Payroll Taxes	2,801	0	0	1,737	5,395	3	515	10,451
Employee Benefits	3,539	0	0	0	6,911	339	0	10,789
Consulting & Contract	11,658	0	0	0	11,631	0	20,000	43,289
Operating Supplies	445	0	0	0	2,363	356	194	3,358
Office Expense	0	0	0	0	1,889	1,060	261	3,210
Training & Education	0	0	0	0	150	0	0	150
Insurance	0	0	0	0	2,854	500	0	3,354
Travel & Entertainment	432	0	0	0	3,670	92	0	4,194
Fundraising/Other	985	0	0	0	0	108	6,711	7,804
Occupancy/Food	307	0	0	0	8,815	2,366	1,414	12,902
P&L	0	0	0	0	0	0	1,425	1,425
Telephone & Utilities	0	0	0	0	6,538	0	0	6,538
Printing & Advertising	315	0	0	0	4,470	257	5,983	11,025
Depreciation	0	0	0	0	0	0	778	778
Total	\$ 39,969	\$ 5,083	\$ 6,418	24,438	\$ 125,223	\$ 6,239	\$ 44,012	\$ 251,382

**Please see accountant's review report
and notes to the financial statements**

CADY, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31

	<u>2012</u>	<u>2011</u>
Net Cash Flows From Operations:		
Increase (Decrease) in Unrestricted Net Assets	\$ (11,409)	\$ 3,295
Adjustments to reconcile excess (deficiency) of support and revenue over expenses to net cash provided by operating activities:		
Depreciation	450	778
Decrease (Increase) in Grants Receivable	1,986	(343)
Increase (Decrease) in Accounts payable	5,031	(4,602)
Increase (Decrease) in Accrued payroll & taxes	<u>(1,677)</u>	<u>707</u>
Net Cash provided (used) for Operations	(5,619)	(165)
	-----	-----
Net Cash Flows From Investments:		
Capital Expenditures	0	(520)
	-----	-----
Net Cash Flows from Financing Activities:		
Temporarily Restricted Funds	(27,783)	29,312
	-----	-----
Net Increase (Decrease) in Cash & Equivalents	(33,402)	28,627
Cash and Cash Equivalents - beginning of year	<u>89,908</u>	<u>81,101</u>
Cash and Cash Equivalents - end of year	\$ 56,506	\$ 109,728
	=====	=====

Supplemental disclosure of Cash Flow Information		
Interest & Taxes Paid	\$ 0	\$ 0
	=====	=====

**Please see accountant's review report
and notes to the financial statements**

CADY, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Nature of Activities – CADY, Inc’s. primary objective is to financially and physically support efforts to prevent and reduce substance abuse among high school and younger students.

Financial Statement Presentation – The organization has elected to adopt Statement of Financial Accounting Standards (SFAS) No. 117, “Financial Statements of Not-for- Profit Organizations”. Under SFAS No. 117, the organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows.

Functional Expenses – Expenses are charged to each program based on direct expenditures incurred. Any program expense not directly chargeable are allocated to a program based on service provided.

Income Tax Status – The Organization qualifies as a tax-exempt organization under Section 501 (C) (3) of the Internal Revenue Code.

Property and Equipment – Property and equipment are stated at cost. Depreciation is provide by the straight line method in amounts sufficient to amortize the cost of the assets over their estimated useful lives:

Equipment	5 years
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Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

CADY, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012

NOTE B – TEMPORARILY RESTRICTED NET ASSETS: Temporarily restricted net assets are available for the following:

	<u>2012</u>	<u>2011</u>
NHCF	\$ 0	\$ 10,000
Restorative Justice grant	1,341	1,341
NHEC Foundation	0	4,424
Byrne Foundation	0	9,158
Municipal Donations	6,353	10,554
LNP Bank	<u>40,726</u>	<u>40,726</u>
Total	<u>\$ 48,420</u>	<u>\$ 76,203</u>



www.cadyinc.org

Mission

Working with schools and communities to prevent and reduce youth alcohol, tobacco, and other drug use and to promote healthy environments and promising futures.

Vision

“Our vision is to have families, schools, and communities that are informed about the importance of prevention, that actively participate in prevention efforts, and who encourage low-risk behavior; and to have significantly higher numbers of healthy, drug-free young people who do the same.”

Tagline

“Empowering Strong, Smart, and Successful Youth”

Slogan

We cannot always build the future for our youth, but
WE can build our youth for the future

Elevator Speech

Youth substance abuse is a serious health and safety risk for our children and communities.

Prevention is the most responsible and cost effective response to drug abuse—
a complex, dangerous, and expensive social problem.

Prevention is simply protecting what we value most—our children and community.

CADY BOARD MEMBER CONTACT LIST

Updated 11.7.13

Michele Aguiar	Branch Manager Northeast Credit Union / 341 Highland Street PO Box 146 Plymouth, NH 03264	536-1500 (o) [REDACTED]
Michael Conklin, Esq. Chair	Attorney-at-Law Conklin and Reynolds, P.A. 264 Main Street Lincoln, NH 03251	745-3451 (w) [REDACTED] mconk@conklinreynolds.com
The Honorable Mary Cooney Treasurer	State Representative 78 Highland Street Plymouth, NH 03264	[REDACTED]
Leslie Dion Secretary	Newfound School Board Tappley Thompson Community Center, Director 30 North Main Street Bristol NH 03264	744-2713 (w) [REDACTED]
Maureen Ebner Pemi-Baker Parent Representative	[REDACTED]	[REDACTED]
Mark Halloran	Superintendent of Schools, SAU #48 47 Old Ward Bridge Road Plymouth, NH 03264	536-1254 (w) [REDACTED] mhalloran@sau48.org
Timothy Keefe Vice-Chair	Dean of Students Plymouth State University Plymouth, NH 03264	535-2206 (o) [REDACTED] timk@plymouth.edu
Stephen Lefebvre	Chief of Police Plymouth Police Department 334 Main Street Plymouth, NH 03264	536-1804 ext. 103 slefebvre@plymouth.edu
Aimee Moller	Chief of Police Thornton Police Department / 16 Merrill Access Road Thornton, NH 03285	726-3871 chief@thorntonhpd.org
Marica Morris	[REDACTED]	[REDACTED]
Kelley White, M.D.	Pediatrician Mid-State Health Center 101 Boulder Point Drive, Suite 1 Plymouth, NH 03264	[REDACTED]

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Elizabeth Brochu	Youth Services Coordinator	\$16,000	62%	\$10,000
Debra Naro	Project Director	\$61,000	0%	\$0

ELIZABETH BROCHU

• ebrochu@cadyinc.org

PROFESSIONAL EXPERIENCE

COMMUNITIES FOR ALCOHOL- AND DRUG-FREE YOUTH (CADY) - Plymouth, NH (*June 2007 - Present*)
Youth Services Coordinator: Oversight and Implementation of evidence-based LAUNCH Youth Entrepreneurship Program and Youth Advisory and Advocacy Council:

- Plan and facilitate annual program calendar and weekly skill building youth meetings.
- Oversee supervisory staff and program volunteers.
- Direct summer operations of 25 youth employees and supervisory staff:
 - Provide oversight for youth-run summer business.
 - Design schedules and facilitate weekly staff and supervisory meetings
 - Interact and problem solve with parents and guardians - maintain on-going positive communications with families of youth; facilitate solutions with scheduling conflicts; and resolve interpersonal relationship challenges.
- Coordinate alternative recreation opportunities.
- Connect youth with community service opportunities.
- Develop youth as leaders in prevention: guide youth through annual action plan implementation.
- To-date, I have had the privilege of engaging and empowering over 200 youth in weekly programming and an additional 300 youth in annual prevention leadership trainings.

PLYMOUTH ELEMENTARY SCHOOL--Plymouth, NH (January, 2012-December, 2012)

A+Plus After-School Coordinator: Responsible for program implementation for 40 elementary students and oversight of 6 staff members.

AmeriCorps VISTA Program

Youth Services Coordinator

PLUS-TIME NH - Concord, NH (*June 2007 - August 2008*)

FAMILIES IN TRANSITION - Manchester, NH (*August 2010 - August 2011*)

Under the umbrella of these two agencies, I completed two years of national service dedicated to community building, positive youth development, and prevention education. I was placed with CADY to expand capacity of the organization and provide direct-service with three youth programs: The Launch Youth Entrepreneurship Program; The Youth Advisory and Advocacy Council (YAAC); and LIFE (Living Intelligently for Excellence) a former in-school collaboration with Newfound Regional High School and Newfound Memorial Middle School (both LIFE programs were discontinued after successful 4-year partnership (result of state funding losses).

CREDENTIALS AND PROFESSIONAL DEVELOPMENT

Prime for Life Under 21: Evidence-Based Alcohol and Drug Education Series - Trainer/Educator - 2011.

Certified Prevention Specialist - 2014 (Training requirements completed - exam anticipated: Fall, 2014).

Certified AmeriCorps Vista -Completion of Two Full Years of National Service.

New Futures Community Leadership Institute - 2008

ELIZABETH BROCHU

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EDUCATION

Master of Education, Elementary Education

Plymouth State University - Plymouth, New Hampshire

(Completion of Degree Requirements and Certification, May, 2014)

Bachelor of Arts, Studio Art

University of New Hampshire - Durham, New Hampshire, December 2007

SKILLS/STRENGTHS

- Energetic and Enthusiastic Personality
- Responsible Leader Dedicated to Excellence
- Strong Work Ethic
- Advanced Organization/Coordination Skills
- Microsoft Publisher; Graphic Design; and PowerPoint
- Communications: Empathetic Listener and Public Speaking
- Tae Kwon Doe-Martial Art-Self Defense - Green Belt

REFERENCES

Ann Rasmussen - [REDACTED]

Parent of Launch Members (*Former*) and High School Guidance Counselor

Plymouth Regional High School

Plymouth, NH 03264

Ann Stark - [REDACTED]

CADY - Data Coordinator/Holderness Central School Parent

94 Highland Street

Plymouth, NH 03264

Wendy Williams - [REDACTED]

Mid-State Health Center Outreach and Grant Coordinator

94 Highland Street

Plymouth, NH 03264

EXPERIENCE

CADY, Inc. (Communities for Alcohol- and Drug-free Youth) Plymouth, NH 3/04-present
Executive Director (2/06-present)

- Non-profit substance abuse prevention organization serving 17 Central NH communities
Mission: to prevent and reduce youth alcohol, tobacco, and other drug use and to promote healthy environments and promising futures
- Public Health Region of Central NH Substance Misuse Prevention Provider
- Oversight of operations, finance, staff, and organizational development
- Program Development and Implementation
- Grant Writer/Management (Federal, State, Private Foundations)
- Public Relations / Community Building / Community Mobilization
- Direct report to CADY Board of Directors

Community Development Coordinator (10/04-2/06)

- Reclaiming Futures, project of Plymouth Drug Court funded by Robert Wood Johnson
- Directed initiative to connect court-involved youth to their communities in Plymouth District Court region
- Employed Asset-Based Community Development principles
- Promoted organizational mission in three regions: Plymouth, Newfound, and Lincoln-Woodstock

STATE OF NEW HAMPSHIRE, Concord, NH 2000-2006

State Representative / Three Terms Representing Towns of Plymouth and Hebron

Official Appointments:

- House Education Committee
- Public Higher Education Study Committee
- Education Commission of the States, Legislative Representative
- SAU Oversight Committee
- NH Youth Council, Gubernatorial appointment
- Advisory Committee on the Education of Children with Disabilities
- Legislative Priorities: Child Safety; Youth Substance Abuse Prevention; High-Risk Students/Special Education; Drop-Out Prevention; Juvenile Justice

PLYMOUTH STATE UNIVERSITY, Plymouth, NH 1987-2004

PHILOSOPHY DEPARTMENT ADMINISTRATIVE ASSISTANT III

- Implementation of department policies and procedures
- Financial management and systems oversight
- Coordination of department operations and support staff

ADMISSION OFFICE, Clerical Position (1975-1979)

PARENT INFORMATION CENTER, Concord, NH 1998-2000
RESOURCE SPECIALIST/TRAINER, Lakes Region

- Trainings for parents, agencies, and schools on educational collaboration
- Provided technical assistance to parents and schools

EDUCATION

Plymouth State University, Plymouth, NH
Master of Education Degree 2002

Plymouth State University, Plymouth, NH
Bachelor of Arts Psychology 1993
Honors: Summa Cum Laude; Psi Chi National Honor Society

RELATED PROFESSIONAL DEVELOPMENT

Prevention Research Institute, Prime for Life, Evidence-Based Intervention
Instructor Certification 2005

University of New Hampshire
Advanced Leadership Series 2000
New Hampshire Leadership Series: Community Organizing 1999
Educational Advocacy Series 1997

PROFESSIONAL BOARDS/AFFILIATIONS

- Central NH Health Partnership, Board of Directors 2009-present
- NH Youth Council, Board of Directors 2001-present
- Plymouth State University: Affiliate Instructor for
Social Work Field Supervision 2007
- Jobs for America's Graduates (JAG) 2002-2005
- CADY, Inc. Founding Board Member 2000-2004
- National Community of Caring, Past Director 2002-2005
- Plymouth PTA, Past President 1995

CIVIC LEADERSHIP RECOGNITION

- **Dr. George Harris Community Service Award**, Genesis Behavioral Health 2013
- **National Legislative Education Leader**, The College Board, Denver, CO 2003
- **Citizen of the Year**, Rotary Club, Plymouth, NH 2002
- **National Outstanding Community Leader**,
Joseph P. Kennedy, Jr. Foundation, San Diego, CA 2001
- **National Points of Light Award** 2001
The Points of Light Foundation, Washington, DC
- **National Parents of the Year, Award Finalist** 1999
National Parent Day Foundation, Washington DC
- **New Hampshire Parents of the Year Award Recipient** 1999
NH Affiliate / Parent Day Foundation, Concord, NH