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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES  
*Bureau of Drug and Alcohol Services*

Jeffrey A. Meyers  
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6738 1-800-804-0909  
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Kathleen A. Dunn  
Associate Commissioner  
& Medicaid Director

February 10, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human 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 provide the LAUNCH Youth Entrepreneurship Directed Service Prevention Program, in an amount of \$40,000, effective upon the date of Governor and Executive Council approval through June 30, 2017. 100% General Funds.

Funding is available in the following account for State Fiscal Years 2016 and 2017, with the authority to adjust amounts within the price limitation and to adjust encumbrances between State Fiscal Years, if needed and justified, without further approval from Governor and Executive Council.

**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**

State Fiscal Year	Class/Object	Class Title	Total Amount
2016	102-500734	Contracts for Program Svc	\$20,000
2017	102-500734	Contracts for Program Svc	\$20,000
			\$40,000

**EXPLANATION**

This agreement is **sole source** because the New Hampshire Legislature appropriated funding in the Governor's Commission account for State Fiscal Years 2016 and 2017 to be used to prevent and reduce youth alcohol use through the LAUNCH Youth Entrepreneurship Directed Service Prevention Program provided by Communities for Alcohol and Drug Free Youth known as CADY, Inc.

Approval of this Agreement will allow the Contractor to implement and operationalize the LAUNCH Youth Entrepreneurship Directed Service Prevention Program. The Contractor will provide workforce development training and substance abuse prevention strategies for at least fifty (50) isolated youth from low-income families at risk for or demonstrating high-risk behaviors such as but not limited to school delinquency, disrupted school behavior, falling grades, and poor peer relationships. The Contractor will help youth develop concrete job skills, smart decision-making and goal-setting, healthy risk-taking, and will provide opportunities to learn and exercise leadership skills.

The LAUNCH Youth Entrepreneurship Directed Service Prevention Program is a community-based, grassroots program that was established in 2005 by CADY, Inc. in collaboration with key community leaders who recognized the need for resiliency-building and positive youth engagement beyond the classroom.

Should the Governor and Executive Council not authorize this request, at least fifty (50) youth will not have the opportunity to develop the necessary skills to be successful in school, in relationships, and in employment. These skills will help divert youth from risky behaviors that may lead them to substance misuse.

The Department will measure the performance of the Contractor by reporting and site visits to ensure fidelity of the evidence-informed component of the program, pre and post surveys to ensure at least 95% of the youth who start the program complete the program, and students obtain and complete employment at the end of the program.

Area served: Pemi-Baker Region, that include the towns of Plymouth, Rumney, Woodstock, and Lincoln, New Hampshire.

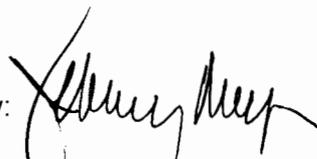
Source of Funds: 100% General Funds from the Governor's Commission.

Respectfully submitted,



Kathleen A. Dunn, MPH  
Associate Commissioner

Approved by:



Jeffrey A. Meyers  
Commissioner

Subject: LAUNCH Youth Entrepreneurship Directed Service Prevention Program (SS-2016-BDAS-01-LAUNC-01)

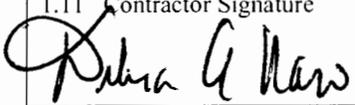
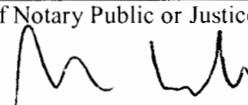
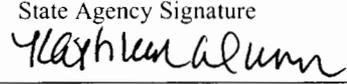
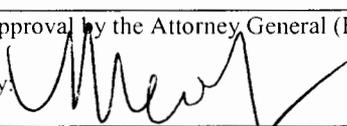
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name CADY, Inc.		1.4 Contractor Address 94 Highland Street Plymouth, NH 03264	
1.5 Contractor Phone Number 603-536-9793	1.6 Account Number 05-95-49-491510-2989-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$40,000
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Debra A. Naro Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>2/19/16</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			
1.14 State Agency Signature  Date: <u>2/12/16</u>		1.15 Name and Title of State Agency Signatory KATHLEEN A DUNN 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) (if applicable) By:  On: <u>Megan A. Yopl - Attorney 3/3/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

#### **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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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

**1. Purpose:**

- 1.1. The Contractor agrees to provide the LAUNCH Youth Entrepreneurship Directed Service Prevention Program (from herein after referred as the "LAUNCH Program") for at least twenty-five (25) students annually (July through June) in the Pemi-Baker rural region, that includes, but not limited to, the towns of Newfound, Plymouth, Rumney, Woodstock, and Lincoln, New Hampshire.
- 1.2. The Contractor will provide the LAUNCH Program to youth, who are marginalized by rural isolation, poverty, learning differences, and are limited to youth job opportunities, and have limited connections to the community.
- 1.3. The Contractor will engage youth in the year-round LAUNCH Program as follows:
  - 1.3.1. Develop concrete skills and opportunities to explore new environments,
  - 1.3.2. Promote smart decision-making and goal-setting,
  - 1.3.3. Allow healthy risk-taking,
  - 1.3.4. Offer chances to learn and exercise leadership.

**2. Provisions Applicable to All Services**

- 2.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 2.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 2.3. The Contractor agrees to comply with all relevant state and federal laws, that include at a minimum the following:
  - 2.3.1. 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.
  - 2.3.2. All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541 A.
  - 2.3.3. 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.



Exhibit A

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- 2.3.4. Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform BDAS before initiating any research related to this contract.
- 2.4. The Contractor agrees to the following publication requirements:
- 2.4.1. All products produced under this contract are in the public domain.
- 2.4.2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from Department of Health and Human Services (DHHS) Division of Community Based Care Services (DCBCS) before printing, production, distribution, or use.
- 2.4.3. The Contractor shall credit DHHS on all materials produced under this contract.
- 3. Scope of Services**
- 3.1. The contract shall maintain a dedicated .50 Full Time Equivalent (FTE) (based on a forty hour work week), Project Coordinator that will be responsible for the LAUNCH Program that includes, but not limited to:
- 3.1.1. Coordination of services;
- 3.1.2. Ensuring the LAUNCH Program is implemented, and conducted according to this Agreement;
- 3.1.3. Identify isolated youth from low-income families at risk for or demonstrating high-risk behaviors such as but not limited to school delinquency, disrupted school behavior, falling grades, poor peer relationships and other behaviors that demonstrate risk behaviors;
- 3.1.4. Work with schools, law enforcement, juvenile justice, family resource center, homeless shelter, and Community Mental Health Center to:
- 3.1.5.1. Ensure outreach of the LAUNCH Program in the community; and
- 3.1.5.2. Recommend youth for the LAUNCH Program.
- 3.1.5. Provide an enrollment process for youth into the LAUNCH Program that includes at a minimum permission from the youths' parents;
- 3.1.6. Conduct, during the academic year (September through June), weekly life skills and business skills development sessions in collaboration with community partners/businesses for the purpose of educating, engaging, and mentoring LAUNCH Program youth in skill building, leadership development, goal setting, healthy decision making, enriching alternatives to risk behavior, experiential learning, and community service;
- 3.1.7. Have youth complete at least one entrepreneurship known as paid employment as described in Section 3.2.3.



Exhibit A

- 3.1.8. Assist youth in completing job applications during the months of June through August each year for youth to seek employment that will allow them to apply the skills learned during the academic year, in the workplace;
  - 3.1.9. Work with community partners/businesses to encourage them to offer at least summer employment to youth whom have successfully completed the LAUNCH Program and have completed a job application and interview;
  - 3.1.10. Design a job recruitment flier that lists job opportunities available to youth under the LAUNCH Program; and
  - 3.1.11. Disseminate the job recruitment fliers to high school guidance offices and school psychologists, and present the flier to students at annual extracurricular Join Week Fairs, list the job opportunities on school websites, run job announcements in school daily news; and publish in local newspapers a press release about the Launch Program and is the opportunities it presents for the community.
- 3.2. The Contractor shall implement and complete LAUNCH Program Phase 1, 2, and 3 annually as follows:
- 3.2.1. 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;
  - 3.2.2. 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;
  - 3.2.3. Phase 3: SUMMER OPERATIONS/PAID EMPLOYMENT-Youth earn their placement in a paid summer employment position by participating in the academic year program.
  - 3.2.4. Provide on-going mentoring and support system to high-risk youth – Positive adult connections decrease youth risk-factors, reduce loneliness and 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.
- 3.3. The Contractor shall have youth participants complete pre-survey at the beginning of and a post-survey at the completion of the LAUNCH Program by using surveys approved by the Department.



Exhibit A

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- 3.4. The Contractor agrees to having at least ninety-five (95) percent of the youth participants complete the LAUNCH Program.
  - 3.5. The Contractor shall enter LAUNCH Program implementation data defined by and into the Department's Web Information Technology System (WITS) within twenty (20) working days following the end of the following month, e.g. July data will be fully entered by August 20th.
  - 3.6. The Contractor shall submit to the Department:
    - 3.6.1. The steps and criteria used, for Department approval within 30 days from the contract effective date, to ensure high risk, isolated youth are identified for the LAUNCH Program.;
    - 3.6.2. Demonstration of how the components of the LAUNCH Program are an evidence-informed program, for Department approval within 30 days of the contract effective date.
    - 3.6.3. Pre and post surveys for Department within 30 days from the contract effective date, and then annually 30 days before beginning another LAUNCH Program;
    - 3.6.4. LAUNCH Program evaluation reports that summarize survey data, annually at the end of every each State Fiscal Year;
    - 3.6.5. Demonstration of partner/business(s) who will offer job opportunities to the youth, monthly; and
    - 3.6.6. Other periodic or special reports as requested by the Department.
  - 3.7. The Contractor shall cooperate fully with, and answer all questions from, representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
  - 3.8. The Contractor shall participate in annual site reviews conducted by the Department that will include at a minimum, a 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.
  - 3.9. The Contractor shall make corrective actions as required by the Department if contracted services are not found to be provided in accordance with this Contract.
  - 3.10. The Contractor shall ensure the following:
    - 3.10.1. Seek assistance such as from the New Hampshire Center for Excellence for establishing the core elements that meet evidence- based status of intervention, implementation and evaluation, when not using interventions from the federal registry of evidence-based interventions.
    - 3.10.2. Seek assistance from the Department to select evidence-based interventions.

*dm*

*2-9-2016*



New Hampshire Department of Health and Human Services  
LAUNCH Youth Entrepreneurship Directed Service Prevention Program  
Exhibit B

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. Payment for said services shall be made as follows:  
The Contractor will submit an invoice by the tenth (10) 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. Invoices must be submitted to:  
Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301
3. Payment for contracted services will be made on a cost reimbursement only, for allowable expenses based on budgets identified in Exhibits B-1. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
4. Notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibits B-1 to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.  
4.1. Requests for budget line item adjustments will not be accepted after June 10th of each State Fiscal Year.
5. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
6. Funding may not be used to replace funding for a program already funded from another source.
7. The Contractor will keep records of their activities related to Department programs and services.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
9. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.



SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors 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:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency 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.
- 9.1. **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.
- 9.2. **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.
10. **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.

New Hampshire Department of Health and Human Services  
Exhibit C



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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. 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.
  - 11.2. 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.
12. **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.
13. **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:
  - 13.1. 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.
14. **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.
15. **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.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **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:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. 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
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

**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.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**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.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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



**REVISIONS TO GENERAL 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.



**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

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

*dm*

2-9-2016

New Hampshire Department of Health and Human Services  
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- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The 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)

94 Highland St, Plymouth NH      The Common Man Inn, Route 3, Plymouth  
Plymouth Regional High School, Plymouth NH

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

Contractor Name:

2-9-2016  
Date

CADY, Inc.  
Name: Debra A. NARO  
Title: Executive Director



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

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-I.)
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 Name: CAADY, INC

2-9-2016

Date

Name: Diana A. NARO  
Title: Exec. Director



**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

New Hampshire Department of Health and Human Services  
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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (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;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (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:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. 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 Name: CADY, Inc.

2-9-2016  
Date

Name: Debra A. NARO  
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

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

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.

Exhibit G

Contractor Initials

*du*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

*2-9-2016*

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

*CADY, INC*

*2-9-2016*

Date

Name:  
Title:

*Julia A. NARO*  
*Executive Director*

Exhibit G

Contractor Initials

*dn*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

*2-9-2016*



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 Name: CADY, Inc.

2-9-2016  
Date

Name: \_\_\_\_\_  
Title: Dana A. Ward  
Exec. Director



Exhibit I

**HEALTH INSURANCE PORTABILITY 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 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.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 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 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- 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, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- 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) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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



Exhibit I

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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. 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.
- e. 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 (l). 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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. 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.
  - g. 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.
  - h. 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.
  - i. 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.
  - j. 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.
  - k. 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.
  - l. 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



Exhibit I

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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.



Exhibit I

- 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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health & Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner & Medicaid Director  
Title of Authorized Representative

2/12/14  
Date

CADY, Inc.  
Name of the Contractor

Debra A. Naro  
Signature of Authorized Representative

Debra A. NARO  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

2-9-2016  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: CADY, Inc

2-9-2016  
Date

Name: Dana A. Nard  
Title: Exec. Director

Contractor Initials dn  
Date 2-9-2016

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 159534143
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

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

NO  YES

If the answer to #3 above is YES, stop here

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

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

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

**Exhibit B-1 (SFY 2016)  
Budget**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** CADY, Inc.

LAUNCH Youth Entrepreneurship  
**Budget Request for:** Directed Service Prevention Program  
*(Name of RFP)*

Date of Governor and Council  
**Budget Period:** Approval - June 30, 2016

Line Item	Direct		Total	Allocation Method for Indirect/Fixed Cost
	Incremental	Fixed		
1. Total Salary/Wages	\$ 17,000	\$ -	\$ 17,000	
2. Employee Benefits	\$ 1,700	\$ -	\$ 1,700	
3. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
4. Travel	\$ -	\$ -	\$ -	
5. Current Expenses	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
6. Staff Education and Training	\$ 1,300	\$ -	\$ 1,300	
7. Other ( ):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ 20,000</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget (SFY 16)

Contractor Initials: 

SS-2016-BDAS-01-LAUNC-01

Page 1 of 1

Date: 2-9-2016

## Exhibit B-1 (SFY 2017)

### Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: CADY, Inc.

LAUNCH Youth Entrepreneurship  
 Budget Request for: Directed Service Prevention Program  
 (Name of RFP)

Budget Period: July 1, 2016 - June 30, 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 17,000	\$ -	\$ 17,000	
2. Employee Benefits	\$ 1,700	\$ -	\$ 1,700	
3. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
4. Travel	\$ -	\$ -	\$ -	
5. Current Expenses	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
6. Staff Education and Training	\$ 1,300	\$ -	\$ 1,300	
7. Other ( ): _____	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ 20,000</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget (SFY 17)

Contractor Initials: 

Date: 2-9-2016

# 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 filed the return(s) and 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 7<sup>th</sup> day of December A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, \_\_\_\_\_ Mary Cooney \_\_\_\_\_, do hereby certify that:

1. I am a duly elected Officer of \_\_\_\_\_ CADY, Inc. \_\_\_\_\_.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on \_\_\_ January 29, 2016 \_\_\_\_\_:

**RESOLVED:** That the \_\_\_\_\_ Board Treasurer and/or Executive Director \_\_\_\_\_

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the \_\_\_9th\_\_\_ day of \_\_\_\_\_ February \_\_\_\_\_, 2016\_\_.

4. \_\_\_\_\_ Debra Naro \_\_\_\_\_ is the duly elected \_\_\_ Executive Director \_\_\_\_\_

of the Agency.

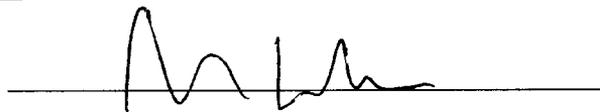


STATE OF NEW HAMPSHIRE

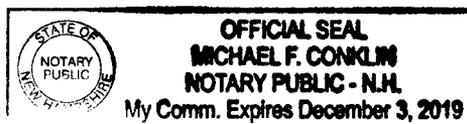
County of \_\_\_ Grafton \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_9th\_\_\_ day of \_\_\_ February \_\_\_\_\_, 2016\_\_.

By \_\_\_\_\_ Mary Cooney \_\_\_\_\_.



Commission Expires: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/9/2016

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

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

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>FAX (A/C, No):</b> (603) 293-7188 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.com	
<b>INSURED</b> CADY Inc 94 Highland St Plymouth NH 03264		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Co <b>INSURER B:</b> FirstComp <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2015 Certificate      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1321644	4/14/2015	4/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 AbMol Daycare, IncAnother \$ 1,000,000												
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1321644	4/14/2015	4/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB454927	4/14/2015	4/14/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$												
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0110363-06	6/15/2015	6/15/2016	<table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 500,000</td> </tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
PER STATUTE	OTH-ER																		
E.L. EACH ACCIDENT		\$ 500,000																	
E.L. DISEASE - EA EMPLOYEE		\$ 500,000																	
E.L. DISEASE - POLICY LIMIT		\$ 500,000																	

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

<b>CERTIFICATE HOLDER</b>  State of NH-Dept of Health & Human Serv Division of Community Based Care Services 105 Pleasant Street, Main Bldg 3rd Floor North Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Fairley Kenneally/PAT <i>Fairley Kenneally</i>
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[www.cadyinc.org](http://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, INC.**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2014 AND 2013**

**CADY, INC.**  
**FINANCIAL STATEMENTS**  
**DECEMBER 31, 2014 AND 2013**

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Statement of Activities – Year ended December 31	3
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

June 24, 2015

**Independent Accountant's Review Report**

To the Board of Directors  
CADY, Inc.

I have reviewed the statements of financial position of CADY, Inc. as of December 31, 2014 and 2013 and the related statements of activities and changes in net assets, and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly I do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require me to perform procedures to obtain assurance that there are no material modifications that should be made to the accompanying financial statements. I believe that the results of my procedures provide a reasonable basis for my report.

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 accounting principles generally accepted in the United States of America.

*Paul M Buck*

**CADY, INC.**  
**STATEMENT OF FINANCIAL POSITION**  
**DECEMBER 31**

	<u>2014</u>	<u>2013</u>
<b>ASSETS</b>		
Current Assets:		
Cash	\$ 78,458	\$ 44,526
Grants Receivable	<u>31,583</u>	<u>23,800</u>
Total Current Assets	<u>110,041</u>	<u>68,326</u>
Property & Equipment		
Equipment	5,045	5,045
Less: Accumulated Depreciation	<u>(4,871)</u>	<u>(4,731)</u>
Net Property & Equipment	<u>174</u>	<u>314</u>
Total Assets	\$ <u>110,215</u>	\$ <u>68,640</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities:		
Accounts Payable	\$ 1,044	\$ 5,544
Accrued Payroll & Taxes	<u>3,895</u>	<u>3,432</u>
Total Current Liabilities	<u>4,939</u>	<u>8,976</u>
Net Assets:		
Unrestricted	84,506	57,467
Temporarily Restricted	<u>20,770</u>	<u>2,197</u>
Total Net Assets	<u>105,276</u>	<u>59,664</u>
Total Liabilities and Net Assets	\$ <u>110,215</u>	\$ <u>68,640</u>

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

**CADY, INC.**  
**STATEMENT OF ACTIVITIES**  
**YEAR ENDED DECEMBER 31**

	<u>2014</u>	<u>2013</u>
<b>Changes in Unrestricted Net Assets:</b>		
Public Support:		
Governor's Commission	\$ 31,311	\$ 0
Drug Free Community Support Grant	0	88,411
MVSB	0	5,000
JSI	2,500	0
Speare	878	0
Midstate Health Center	79,134	37,139
N.H. Dept. of Justice Income	0	9,394
Grafton County Income	83,999	33,496
Restorative Justice	0	1,039
NHCF	12,370	0
NHEC	5,000	5,000
Municipal income	<u>6,198</u>	<u>19,063</u>
Total Public Support	<u>221,390</u>	<u>198,542</u>
Revenues:		
Interest Income	25	29
Fundraising	68,265	22,486
Donations	14,002	8,395
Other Income	<u>1,833</u>	<u>8,501</u>
Total Revenues	<u>84,125</u>	<u>39,411</u>
Total Unrestricted Support and Revenues	<u>305,515</u>	<u>237,953</u>
Expenses:		
Midstate	79,134	37,139
MVSB/ JSI/ SPEARE	0	5,000
Drug-Free Support Program	0	88,411
JSI	2,500	0
Speare	878	0
Governor's Commission	31,311	0
Grafton County Services	83,999	33,496
N.H. Dept. of Justice	0	9,394
NHCF	12,370	0
NHEC	5,000	5,000
Municipal Grant Expense	<u>6,198</u>	<u>19,063</u>
Total Program Services	221,390	197,503
Administration & Fundraising	<u>57,086</u>	<u>41,612</u>
Total Expenses	<u>278,476</u>	<u>239,115</u>
Increase (Decrease) in Unrestricted Net Assets	27,039	(1,162)
Changes in Temporarily Restricted Net Assets	18,573	(5,497)
Net Assets - Beginning of year	<u>59,664</u>	<u>66,323</u>
Net Assets - End of year	\$ <u>105,276</u>	\$ <u>59,664</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, 2014

	Grafton Cnty <u>Services</u>	<u>Municipal</u>	NHCF & <u>NHEC</u>	JSI & <u>Speare</u>	Governor's <u>Commission</u>	<u>Midstate</u>	Admin & <u>Fundraising</u>	<u>Total</u>
Wages	\$ 58,668	\$ 1,963	\$ 4,408	2,500	\$ 25,259	\$ 67,510	\$ 10,326	\$ 170,634
Payroll Taxes	6,195	65	500	0	2,416	4,015	978	14,169
Employee Benefits	0	0	0	0	0	0	0	0
Consulting & Contract	1,500	210	1,635	426	1,383	0	16,070	21,224
Operating Supplies	1,331	447	0	0	572	100	3,114	5,564
Office Expense	1,859	605	2,150	107	903	980	6,279	12,883
Training & Education	701	52	0	0	14	1,500	789	3,056
Insurance	3,186	679	1,500	0	0	0	4,254	9,619
Travel & Entertainment	3,057	145	977	190	111	853	5,082	10,415
Fundraising/Other	0	0	0	25	255	0	3,716	3,996
Occupancy/Food	601	420	3,905	0	202	3,257	3,408	11,793
P&L	2,300	1,557	1,096	0	196	758	2,104	8,011
Telephone & Utilities	4,601	0	1,199	0	0	161	111	6,072
Printing & Advertising	0	55	0	130	0	0	716	901
Depreciation	0	0	0	0	0	0	139	139
<b>Total</b>	<b>\$ 83,999</b>	<b>\$ 6,198</b>	<b>\$ 17,370</b>	<b>\$ 3,378</b>	<b>\$ 31,311</b>	<b>\$ 79,134</b>	<b>\$ 57,086</b>	<b>\$ 278,476</b>

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

CADY, INC.  
 STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED DECEMBER 31, 2013

	<u>Grafton Cnty</u>	<u>Midstate</u>	<u>MVSB &amp; NHEC</u>	<u>NH Dept of Justice</u>	<u>Drug-Free Support Program</u>	<u>Municipal Grant</u>	<u>Admin</u>	<u>Total</u>
Salaries & Wages	\$ 23,467	\$ 28,540	\$ 9,272	9,394	\$ 48,659	\$ 11,307	\$ 11,619	142,258
Payroll Taxes	2,514	2,329	728	0	4,813	596	560	11,540
Employee Benefits	0	0	0	0	0	95	0	95
Consulting & Contract	0	35	0	0	2,936	599	14,892	18,462
Operating Supplies & exp.	12	361	0	0	1,380	1,820	2,133	5,706
Office Expense	518	56	0	0	3,400	1,422	1,544	6,940
Training & Education	0	10	0	0	0	0	52	62
Insurance	1,963	1,245	0	0	3,686	917	1,450	9,261
Travel & Entertainment	993	1,056	0	0	3,574	67	3,393	9,083
Fundraising/Other	0	0	0	0	518	50	1,449	2,017
Occupancy/Food	1,105	2,535	0	0	6,943	1,507	2,167	14,257
P&L	1,770	697	0	0	7,759	0	1,438	11,664
Telephone & Utilities	1,154	275	0	0	4,126	138	204	5,897
Printing & Advertising	0	0	0	0	617	545	571	1,733
Depreciation	0	0	0	0	0	0	140	140
<b>Total</b>	<b>\$ 33,496</b>	<b>\$ 37,139</b>	<b>10,000</b>	<b>9,394</b>	<b>\$ 88,411</b>	<b>\$ 19,063</b>	<b>\$ 41,612</b>	<b>239,115</b>

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

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

	<u>2014</u>	<u>2013</u>
<b>Net Cash Flows From Operations:</b>		
Increase (Decrease) in Unrestricted Net Assets	\$ 27,039	\$ (1,162)
Adjustments to reconcile excess (deficiency) of support and revenue over expenses to net cash provided by operating activities:		
Depreciation	140	140
Decrease (Increase) in Grants Receivable	(7,783)	(4,858)
Increase (Decrease) in Accounts payable	(4,500)	(1,327)
Increase (Decrease) in Accrued payroll & taxes	<u>463</u>	<u>724</u>
Net Cash provided (used) for Operations	15,359	(6,483)
	-----	-----
<b>Net Cash Flows From Investments:</b>		
Capital Expenditures	0	0
	-----	-----
<b>Net Cash Flows from Financing Activities:</b>		
Temporarily Restricted Funds	18,573	(5,497)
	-----	-----
<b>Net Increase (Decrease) in Cash &amp; Equivalents</b>	33,932	(11,980)
Cash and Cash Equivalents - beginning of year	<u>44,526</u>	<u>56,506</u>
Cash and Cash Equivalents - end of year	\$ <u>78,458</u>	\$ <u>44,526</u>
	=====	=====
*****		
<b>Supplemental disclosure of Cash Flow Information</b>		
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, 2014**

**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. Form 990 has been filed for 2014.

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, 2014**

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

	<u>2014</u>	<u>2013</u>
Restorative funds	\$ 9,382	\$ 630
Municipal Donations	<u>11,388</u>	<u>1,567</u>
Total	<u>\$ 20,770</u>	<u>\$ 2,197</u>

Michele Aguiar	Branch Manager Northeast Credit Union [REDACTED]
Michael Conklin, Esq. <b>Chair</b>	Attorney-at-Law Conklin and Reynolds, P.A. [REDACTED]
The Honorable Mary Cooney <b>Treasurer</b>	State Representative [REDACTED]
Leslie Dion <b>Secretary</b>	Executive Director Tapply Thompson Community Center, Director [REDACTED]
Maureen Ebner Pemi-Baker School Board	[REDACTED]
Mark Halloran	Superintendent of Schools, SAU #48 [REDACTED]
Timothy Keefe <b>Vice- Chair</b>	Dean of Students (Retired) [REDACTED]
Paul Hoiriis	Principal Newfound Regional High School [REDACTED]
Stephen Lefebvre	Chief of Police Plymouth Police Department [REDACTED]
Aimee Moller	Detective/Investigator Plymouth Police Department [REDACTED]
Debra Naro <b>Executive Director</b>	CADY [REDACTED]
Kelley White, M.D.	Pediatrician Mid-State Health Center [REDACTED]

## CADY BOARD MEMBER LIST AS OF 1.29.2016

# Debra A. Naro

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## 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 Foundation
- 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 COORDINATOR**

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

**ADMISSION OFFICE, Staff 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 2009-present
- NH Youth Council, Board (Gubernatorial Appointment) 2001-present
- Plymouth State University: Affiliate Instructor for  
Social Work Field Supervision 2007
- Jobs for America's Graduates (JAG), Past Director 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

# ELIZABETH BROCHU

## PROFESSIONAL EXPERIENCE

**COMMUNITIES FOR ALCOHOL- AND DRUG-FREE YOUTH (CADY) - Plymouth, NH** (*June 2007 - Present*)  
**Substance Misuse Prevention/Outreach Coordinator (7/2015–Present):** *Work with key sectors of the community to implement a public health approach to prevent substance misuse, related risk factors and consequences in the community.*

**Youth Services Coordinator (6/2007-Present):** Oversight and Implementation of the award-winning 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).

## CREENTIALS AND PROFESSIONAL DEVELOPMENT

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

**Certified Prevention Specialist - 2015** (Training requirements completed – exam anticipated: Winter, 2016).

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

**New Futures Community Leadership Institute - 2008**

## **ELIZABETH BROCHU**

Page 2 of 2

### **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 - 603.536.4281**

Parent of Launch Members (*Former*) and High School Guidance Counselor  
Plymouth Regional High School  
Plymouth, NH 03264

#### **Ann Stark - 603.536.1252**

CADY - Data Coordinator/Holderness Central School Parent  
94 Highland Street  
Plymouth, NH 03264

#### **Wendy Williams - 603-455-9624**

Mid-State Health Center Outreach and Grant Coordinator  
94 Highland Street  
Plymouth, NH 03264

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Elizabeth Brodhu	Youth Services Coordin	\$50,000	34%	\$17,000