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ARC

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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October 28, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** contract with CADY, Inc. (VC#171395), Plymouth, NH, in the amount of $550,000 to administer the Getting to Y evidence-informed substance misuse prevention program, with the option to renew for up to three (3) additional years, effective upon Governor and Council approval through September 29, 2025. 100% Federal Funds.

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

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL, PREVENTION SVS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	074-500589	GRANTS FOR PUB ASST AND REL	92056507	$412,500
2026	074-500589	GRANTS FOR PUB ASST AND REL	92056507	$137,500
			Subtotal	**$550,000**

EXPLANATION

This request is **Sole Source** because there are no known viable alternatives as there are no other agencies within the state that administer the program or have the existing infrastructure and relationships necessary to immediately implement the program statewide during the current school year. The Contractor has successfully implemented the Getting to Y (youth) program in Central New Hampshire and currently serves as an advisor to other regions interested in program implementation.

The purpose of this request is to implement the Getting to Y evidence-informed substance misuse prevention program and empower middle and high-school students to take the lead and bring meaningful solutions to issues important to them and specific to their school and community based on Youth Risk Behavior Surveillance Survey data.

Approximately 10 student teams at 43 schools will participate in the Getting to Y program, serving an anticipated 430 individuals through September 29, 2025.

Getting to Y is a positive youth development initiative that empowers youth to identify what matters to them in their own health data, engages peers and adults in dialogue, and takes action to improve youth health and wellness. The Contractor will implement the Getting to Y program statewide in middle and high schools that choose to participate. Students will build leadership and civic engagement skills, and effect change in youth behavior in their community and school culture through youth leadership, partnerships with adults, participatory action research, and peer and community engagement. Parents and community members are encouraged and invited to participate in community conversations where youth present their region's YRBS data and share their priorities and action plans to improve health outcomes.

Students, together with their in-school advisors, examine their region's YRBS data at a Getting to Y-facilitated regional training. The over-arching goal is gaining insight into the health and wellness of students in their region. Through data analysis and discussions, they arrive at identifying two to three priorities that are translated into measurable goals and action items for positive change. Some of the projects students and school advisors have identified and implemented in their schools include vaping prevention education, murals to celebrate school and community assets, social media campaigns.

Currently there are six school and one community-based program operating in NH:

1. Kearsarge Regional High School
2. Kearsarge Regional Middle School
3. Merrimack Valley High School
4. Pinkerton Academy
5. Newfound Regional High School
6. Portsmouth High School
7. CADY-facilitated program with Plymouth Regional High School students

The contract seeks to expand Getting to Y to 43 NH schools and communities.

The Department will monitor services through monthly meetings and the review of quarterly reports to evaluate program effectiveness and ensure contract deliverables are provided as intended.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request students may not have the opportunity to review and understand their YRBS data. This would reduce the level of substance misuse prevention education needed during critical developmental years. Without this program students would miss the opportunity to make meaningful change in their schools and help their peers to thrive.

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Area served: Statewide

Source of Federal Funds: Assistance Listing Number 93.959, FAIN B08TI087053.

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

Respectfully submitted,

for Lori A. Weaver
Commissioner

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 New Hampshire 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 Unit and Class TBD	1.7 Completion Date 9/29/25	1.8 Price Limitation $550,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: Deb Naro 1E0C850041AC4DC...	Date: 10/29/2024	1.12 Name and Title of Contractor Signatory Deb Naro Executive Director	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C63442...	Date: 10/29/2024	1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 7287348449A1460... On: 10/29/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials: Initial DN
Date 10/29/2024

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Initial

Contractor Initials DN

Date 10/29/2024

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

Initial

Contractor Initials DN

Date 10/29/2024

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Initial
Contractor Initials DN
Date 10/29/2024

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

   3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must administer the Getting to Y (GTY) evidence-informed substance misuse prevention program that teams students with adult advisors to facilitate the analysis of the Youth Risk Behavior Surveillance Survey (YRBSS) data for their own schools, empowering students to take the lead and bring meaningful solutions to issues important to them and specific to their school and community.

1.2. The Contractor must ensure the GTY program is available to middle and high schools, statewide, and provides structured opportunities for students to:

1.2.1. Develop critical thinking, leadership, and participatory action research skills;

1.2.2. Review and analyze YRBSS data to identify:

1.2.2.1. Health data that are important to them; and

1.2.2.2. Areas to improve the culture and climate in their schools and communities;

1.2.3. Engage and build partnerships with adults in their schools and within their communities with supervision by adult program advisors; and

1.2.4. Directly address youth health and risk factors through the implementation of prevention initiatives.

1.3. The Contractor must ensure the core components of the GTY program include:

1.3.1. Project orientation and training;

1.3.2. Data analysis training;

1.3.3. Community dialogue and engagement training;

1.3.4. Action plan development and implementation;

1.3.5. Reflection, celebration and identification of lessons learned; and

1.3.6. Action steps to sustain the project and carry forward for future data analysis.

1.4. The Contractor must develop a detailed GTY implementation plan (Implementation Plan) and submit the plan to the New Hampshire Department of Health and Human Services (Department) for review and approval no later than 30 days after the contract effective date and prior to implementation. The Contractor must ensure:

1.4.1. The Implementation Plan includes, but is not limited to:

1.4.1.1. A project timeline.

1.4.1.2. Steps and resources needed to implement each aspect of the project.

1.4.1.3. Defined roles and responsibilities.

1.4.1.4. Engagement strategies and activities.

1.4.1.5. Anticipated number of participating schools and students.

1.4.1.6. Matrix to measure program impacts including:

1.4.1.6.1. Engagement of schools, students, and adult mentors;

1.4.1.6.2. Increase in students' critical thinking, leadership, and participatory action research skills through the review of YRBS data; feeling of connection with peers and schools; and feeling of ability to make positive changes in their school and community for better health and social outcomes as measured by student engagement upon return to school;

1.4.1.6.3. Baseline measurements for program impacts and proposed increase increments; and

1.4.1.6.4. Participant satisfaction with overall program learning objectives.

1.4.2. Any updates to the Implementation Plan are approved by the Department prior to execution; and

1.4.3. Program impacts and progress toward goals identified in the Implementation Plan are reviewed with the Department a minimum of quarterly.

1.5. The Contractor must ensure the GTY program is implemented using a learning collaborative, train-the-trainer model, as developed by Up for Learning, GTY program developers (https://www.upforlearning.org/wp-content/uploads/2019/08/GTY-onepager-2019-1.pdf). The Contractor must:

1.5.1. Ensure participants learn the core aspects of the GTY program and gain the skills to replicate the program in participating school districts;

1.5.2. Plan, coordinate, promote, provide logistics for, and host a minimum of:

1.5.2.1. One (1) GTY conference per State Fiscal Year (SFY);

1.5.2.2. One (1) GTY train-the-trainer event per SFY; and

1.5.2.3. Four (4) GTY learning collaboratives per SFY;

1.5.3. Collaborate with the Department to determine a process to award up to five (5), $1,200 scholarships for post high school education to youth who have participated in the GTY program and demonstrated exemplary service in their schools; totaling a maximum of $6,000 per SFY; and

1.5.4. Coordinate with Regional Public Health Networks and Drug Free Coalitions to:

1.5.4.1. Identify schools interested in implementing the GTY program;

1.5.4.2. Recruit youth and adult trainers for the GTY program; and

1.5.4.3. Provide stipends for GTY program youth and adult trainers.

1.6. The Contractor must be the point of contact for, and provide technical assistance and training to, schools implementing the GTY program.

1.7. The Contractor must collaborate with the Department and Up For Learning, through technical assistance and training, to ensure the program is implemented with fidelity to the GTY program model.

1.8. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department; of which one, per quarter year, must be an on-site review.

1.9. Reporting

1.9.1. The Contractor must provide the Department with aggregate, non-identifiable data that supports contract deliverables.

1.9.2. The Contractor must submit quarterly reports to ensure contract deliverables are provided as intended. The Contractor must ensure quarterly reports include:

1.9.2.1. Number, date, and location of events, broken out by Train-the-Trainer, Learning Collaboratives, and Annual Conference;

1.9.2.2. Number of youth attendees, per event, broken out by middle and high school students;

1.9.2.3. Number of adult attendees, per event, broken out by middle and high school affiliation;

1.9.2.4. Name and location of schools engaged;

1.9.2.5. Name and location of schools participating in GTY events;

1.9.2.6. Name and location of schools implementing GTY; and

1.9.2.7. Number, date, location, and topic(s) of technical assistance

and training episodes.

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

1.10. Background Checks

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

1.10.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.10.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.10.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.11. Confidential Data

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

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

1.12. Privacy Impact Assessment

1.12.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and

documentation sufficient to allow the Department to assess, at minimum, the following:

1.12.1.1. How PII is gathered and stored;

1.12.1.2. Who will have access to PII;

1.12.1.3. How PII will be used in the system;

1.12.1.4. How individual consent will be achieved and revoked; and

1.12.1.5. Privacy practices.

1.12.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.13. Contract End-of-Life Transition Services

1.13.1. General Requirements

1.13.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.13.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.13.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.13.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.13.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

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

1.13.2. Completion of Transition Services

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

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

1.13.3. Disagreement over Transition Services Results

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

2. Exhibits Incorporated

2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.

2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor must submit:

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

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on

the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

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

3.3. Credits and Copyright Ownership

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

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

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

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

4. Records

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

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions,

labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Federal funds as awarded on 2/20/24, by the Substance Abuse Mental Health Services (SAMHSA), Substance Use Prevention, Treatment, and Recovery Services Block Grant, ALN 93.959, FAIN B08TI087053..
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget.
4. The Contractor must ensure reimbursement requests are for allowable costs only and are in accordance with:
   4.1. The Substance Abuse and Mental Health Services Administration's (SAMHSA) General Budget Guidance document; and
   4.2. The Department of Health and Human Services (HHS) Policy on the Use of Approrpriated Funds for Food.
5. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment in accordance with Section 3 above.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable. The Contractor must ensure supporting documentation forfood, includes the activity date, agenda, and number of attendees.
   5.5. Is completed, dated and returned to the Department to initiate payment.

5.6. Is assigned an electronic signature and is emailed to dbhinvoicesbdas@dhhs.nh.gov or mailed to:

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

6. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

7. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

9. Audits

9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

9.1.3. Condition C - The Contractor is a public company and required by The Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor

shall submit quarterly progress reports on the status of implementation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

9.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

9.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.

10. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services			
Contractor Name:	CADY, Inc.		
Budget Request for:	Getting to Y		
Budget Period	October 30, 2024 through December 31, 2025		
Indirect Cost Rate (if applicable)	10% de minimis		
Line Item	**Program Cost - Funded by DHHS SFY2025**	**Program Cost - Funded by DHHS SFY2026**	
1. Salary & Wages	$48,433	$41,257	
2. Fringe Benefits	$7,749	$6,601	
3. Consultants	$84,375	$28,125	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	
5.(a) Supplies - Educational	$2,250	$250	
5.(b) Supplies - Lab	$0	$0	
5.(c) Supplies - Pharmacy	$0	$0	
5.(d) Supplies - Medical	$0	$0	
5.(e) Supplies Office	$6,369	$2,123	
6. Travel	$8,324	$2,644	
7. Software	$0	$0	
8. (a) Other - Marketing/ Communications	$78,500	$0	
8. (b) Other - Education and Training	$35,000	$7,500	
8. (c) Other - Other (specify below)	$0	$0	
Other (GTY Youth Scholarships)	$4,000	$2,000	
Other (please specify)	$0	$0	
9. Subrecipient Contracts	$100,000	$34,500	
Total Direct Costs	$375,000	$125,000	
		$0	
Total Indirect Costs	$37,500	$12,500	
		$0	
TOTAL	$412,500	$137,500	**$550,000**

Initial

Contractor Initials: DN

Date: 10/29/2024

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

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

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

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

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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

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

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

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (Agreement).

14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

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

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

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

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

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

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

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

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

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

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

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

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

FORM A

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

1. The UEI (SAM.gov) number for your entity is: 15953414346B40

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?

   X 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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Name: CADY, Inc.

10/29/2024
Date:

Signed by:
Deb Naro
1E6C85D8A11AC4DC...
Name: Deb Naro
Title: Executive Director

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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Date 10/29/2024

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Contractor Initials DN

Date 10/29/2024

Docusign Envelope ID: 2FD98CBA-141C-4E78-B71F-2CEF9C005542

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CADY, INC. [COMMUNITIES FOR ALCOHOL AND DRUG FREE YOUTH] is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 17, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 473928

Certificate Number: 0006798838

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of October A.D. 2024.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, _____**Michael F. Conklin**_____, hereby certify that:

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **Tuesday, October 29, 2024,** at which a quorum of the Directors were present and voting.

VOTED: That **Debra Naro, Executive Director** is duly authorized on behalf of CADY, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 10/29/2024

Signature of Elected Officer
Name: Michael F. Conklin
Title: CADY Board Chair

Docusign Envelope ID: 2FD98CBA-141C-4E78-B71F-2CEF9C005542

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

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

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

PRODUCER
E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

CONTACT NAME: Fairley Kenneally
PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188
E-MAIL ADDRESS: fairley@esinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CADY Inc
92 Highland St
Plymouth NH 03264

COVERAGES CERTIFICATE NUMBER: 2024 25 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2523035	04/14/2024	04/14/2025	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, IncAnoth	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB852919	04/14/2024	04/14/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of New Hampshire Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Fairley Kenneally

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CADYINC-01 LROTONNELLI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2024

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

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

PRODUCER
Noyes Insurance Agency
PO Box 420
Plymouth, NH 03264

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 536-1735 FAX (A/C, No): (603) 536-4298
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AmTrust North America, Inc.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CADY Inc.
92 Highland Street
Plymouth, NH 03264

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WWC3719047	6/15/2024	6/15/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Lori A. Rotonnelli

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CADY

Communities for Alcohol- and Drug-Free Youth

Our Organizational Values

Educate! Engage! Empower! Each day we work toward a community that engages our youth around the issues of underage drinking and drug use. We seek to educate all sectors of our community on the dangers and impact of underage drug and alcohol use, build protective factors, and empower our youth to make healthy choices.

Diversity & Sensitivity. We treat our staff, community partners, and volunteers with respect and dignity. We value cultural and ethnic diversity, understanding the sensitivity of the issues we face together. We continually seek to understand and honor each person as an individual.

Community. We place value both on the sense of community we maintain inside CADY and on the way we weave ourselves into the fabric of the larger community. Our culture at CADY is built on an ideal of equality and a spirit of teamwork, where all members are valued for their individual contributions and as a member of our team.

Commitment to Excellence. We approach our work with professionalism, integrity and commitment. We seek to continuously improve in all that we do, and service to our community comes first.

Our Vision

Collaborative, caring communities where youth are mentally strong, resilient, and substance-free.

Our Mission

Empowering healthy choices, drug-free lifestyles, and promising futures through collaboration, education, and engagement.

CADYINC.ORG

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CADY, Inc.

Financial Statements
and
Independent Auditors' Report

As of and for the Years Ended
December 31, 2023 and 2022

CADY
Communities for Alcohol-
and Drug-Free Youth

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CADY, INC.

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As of and for the Years Ended December 31, 2023 and 2022

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Independent Auditors' Report

To the Board of Directors of
CADY, Inc.

Opinion

We have audited the financial statements of CADY, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2023 and 2022, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of CADY, Inc. as December 31, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of CADY, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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 the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about CADY, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

TSS Financial Partners, LLP • 19 Morgan Drive • Lebanon, NH 03766 • Ph. 603-653-0044 • Fax 603-653-0209

www.tss-advisors.com

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of CADY, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about CADY, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

TSS Financial Partners, LLP

Lebanon, New Hampshire
July 25, 2024

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CADY, INC.
Statements of Financial Position
As of December 31, 2023 and 2022

	2023	2022
Assets		
Current assets		
Cash and cash equivalents	$ 670,454	$ 700,915
Government grants receivable	95,551	104,827
Contracts receivable	3,813	14,267
Prepaid expenses	140	-
Total current assets	769,958	820,009
Other assets		
Security deposit	1,000	2,300
Property and equipment, net	145,405	151,264
Operating lease right of use assets, net	7,645	20,293
Total other assets	154,050	173,857
Total assets	$ 924,008	$ 993,866
Liabilities		
Current liabilities		
Accounts payable	$ 13,658	$ 17,357
Accrued salaries and wages	23,885	17,269
Refundable advance	4,956	101,240
Current portion of long-term debt	5,234	5,039
Current portion of operating lease right of use obligation	7,310	12,648
Total current liabilities	55,043	153,553
Long-term liabilities		
Long-term debt, less current portion shown above	66,880	72,114
Operating lease right of use obligation, net of current portion	335	7,645
Total long-term liabilities	67,215	79,759
Total liabilities	122,258	233,312
Commitments (See Notes)	-	-
Net assets		
Without donor restriction	767,729	704,285
With donor restriction	34,021	56,269
Total net assets	801,750	760,554
Total liabilities and net assets	$ 924,008	$ 993,866

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

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CADY, INC.

Statement of Activities and Changes in Net Assets

For the Year Ended December 31, 2023 with Comparative Totals for the Year Ended December 31, 2022

	Without Donor Restriction	With Donor Restriction	Total 2023	Total 2022
Operating activities:				
Revenues and other support:				
Government grants	$ 887,987	$ -	$ 887,987	$ 1,033,985
Contributions	92,549	13,450	105,999	159,167
Contract revenue	35,234	-	35,234	57,502
Social marketing sales	18,900	-	18,900	20,602
Program service fees	31,891	-	31,891	51,228
Other income	-	-	-	961
Interest income	2,059	-	2,059	100
	1,068,620	13,450	1,082,070	1,323,545
Net assets released from donor restrictions	35,698	(35,698)	-	-
Total revenues and other support	1,104,318	(22,248)	1,082,070	1,323,545
Expenses:				
Program expenses:				
Education, outreach and prevention	728,365	-	728,365	972,549
Juvenile diversion	29,831	-	29,831	34,862
Other program expenses	45,134	-	45,134	46,650
Total program expenses	803,330	-	803,330	1,054,061
Supporting services:				
Management and general	237,460	-	237,460	151,497
Fundraising	-	-	-	3,048
Total supporting services expenses	237,460	-	237,460	154,545
Total expenses	1,040,790	-	1,040,790	1,208,606
Change in net assets from operating activities	63,528	(22,248)	41,280	114,939
Non-operating activities:				
Loss on disposal of property and equipment	(84)	-	(84)	(233)
Change in net assets from non-operating activities	(84)	-	(84)	(233)
Change in net assets	63,444	(22,248)	41,196	114,706
Net assets, beginning of year	704,285	56,269	760,554	645,848
Net assets, end of year	$ 767,729	$ 34,021	$ 801,750	$ 760,554

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

Docusign Envelope ID: 2FD98CBA-141C-4E78-B71F-2CEF9C005542

CADY, INC.

Statement of Activities and Changes in Net Assets

For the Year Ended December 31, 2022

	Without Donor Restriction	With Donor Restriction	Total
Changes in net assets without donor restrictions:			
Revenues and other support:			
Government grants and contracts	$ 1,033,985	$ -	$ 1,033,985
Contributions	75,417	83,750	159,167
Contract revenue	57,502	-	57,502
Social marketing sales	20,602	-	20,602
Program service fees	51,228	-	51,228
Other income	961	-	961
Interest income	100	-	100
	1,239,795	83,750	1,323,545
Net assets released from restriction	56,106	(56,106)	-
Total revenues and other support	1,295,901	27,644	1,323,545
Expenses:			
Program services:			
Education, outreach and prevention	972,549	-	972,549
Juvenile diversion	34,862	-	34,862
Other program expenses	46,650	-	46,650
	1,054,061	-	1,054,061
Supporting services:			
Management and general	151,497	-	151,497
Fundraising	3,048	-	3,048
Total expenses	1,208,606	-	1,208,606
Change in net assets from operating activities	87,295	27,644	114,939
Non-operating activities:			
Loss on disposal of property and equipment	(233)	-	(233)
Change in net assets from non-operating activities	(233)	-	(233)
Change in net assets	87,062	27,644	114,706
Net assets, beginning of year	617,223	28,625	645,848
Net assets, end of year	$ 704,285	$ 56,269	$ 760,554

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

Docusign Envelope ID: 2FD98CBA-141C-4E78-B71F-2CEF9C005542

CADY, INC.

Statements of Functional Expenses

For the Year Ended December 31, 2023 with Comparative Totals for the Year Ended December 31, 2022

	Program Expenses				Supporting Services			
	Education, Outreach & Prevention	Juvenile Diversion	Other	Subtotal	Management & General	Fundraising	2023 Total	2022 Total
Salaries and wages	$ 431,975	$ 12,881	$ 18,410	$ 463,266	$ 136,310	$ -	$ 599,576	$ 695,887
Payroll taxes	42,684	418	529	43,631	3,923	-	47,554	53,177
Employee benefits	38,948	382	482	39,812	3,517	-	43,329	48,451
Professional services	74,285	10,000	180	84,465	4,769	-	89,234	145,556
Marketing and communication	23,829	-	-	23,829	-	-	23,829	24,528
Conferences and meetings	18,138	-	3,783	21,921	-	-	21,921	33,263
Insurance	18,431	-	-	18,431	8,002	-	26,433	9,551
Food	-	-	11,132	11,132	6,608	-	17,740	17,541
Occupancy	21,312	-	3,392	24,704	8,343	-	33,047	31,081
Supplies and other expenses	28,850	6,150	4,677	39,677	12,015	-	51,692	42,028
Depreciation	-	-	-	-	9,600	-	9,600	9,968
Interest	-	-	-	-	2,610	-	2,610	2,780
Legal and accounting	-	-	-	-	33,061	-	33,061	41,038
Repairs and maintenance	-	-	13	13	1,593	-	1,606	8,438
Travel	16,305	-	849	17,154	784	-	17,938	12,990
Office	10,094	-	832	10,926	5,875	-	16,801	24,975
Training and education	3,514	-	855	4,369	450	-	4,819	7,354
	$ 728,365	$ 29,831	$ 45,134	$ 803,330	$ 237,460	$ -	$ 1,040,790	$ 1,208,606

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

Docusign Envelope ID: 2FD98CBA-141C-4E78-B71F-2CEF9C005542

CADY, INC.
Statement of Functional Expenses
For the Year Ended December 31, 2022

	Program Expenses				Supporting Services		
	Education, Outreach & Prevention	Juvenile Diversion	Other	Subtotal	Management & General	Fundraising	Total
Salaries and wages	$ 597,572	$ 31,482	$ 16,151	$ 645,205	$ 50,682	$ -	$ 695,887
Payroll taxes	46,299	1,769	2,458	50,526	2,651	-	53,177
Employee benefits	42,184	1,611	2,240	46,035	2,416	-	48,451
Professional services	135,377	-	51	135,428	10,128	-	145,556
Marketing and communication	24,302	-	6	24,308	220	-	24,528
Conferences and meetings	33,079	-	184	33,263	-	-	33,263
Insurance	6,213	-	124	6,337	3,214	-	9,551
Food	8,893	-	8,684	17,577	(36)	-	17,541
Occupancy	13,564	-	6,229	19,793	11,288	-	31,081
Supplies and other expenses	29,515	-	5,387	34,902	4,078	3,048	42,028
Depreciation	-	-	-	-	9,968	-	9,968
Interest	-	-	-	-	2,780	-	2,780
Legal and accounting	-	-	-	-	41,038	-	41,038
Repairs and maintenance	-	-	174	174	8,264	-	8,438
Travel	10,797	-	562	11,359	1,631	-	12,990
Office	18,982	-	3,268	22,250	2,725	-	24,975
Training and education	5,772	-	1,132	6,904	450	-	7,354
	$ 972,549	$ 34,862	$ 46,650	$ 1,054,061	$ 151,497	$ 3,048	$ 1,208,606

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

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CADY, INC.
Statements of Cash Flows
For the Years Ended December 31, 2023 and 2022

	2023	2022
Cash flows from operating activities		
Change in net assets	$ 41,196	$ 114,706
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	9,600	9,968
Amortization on right of use assets	12,648	14,121
Payments on operating lease right of use obligations	(12,648)	(14,121)
Loss on disposal of fixed assets	84	233
(Increase) decrease in the following assets:		
Government grants receivable	9,276	14,808
Contracts receivable	10,454	(9,019)
Prepaid expenses	(140)	-
Contribution receivable	-	351
Increase (decrease) in the following liabilities:		
Accounts payable	(3,699)	(4,318)
Accrued salaries and wages	6,616	8,678
Refundable advance	(96,284)	101,240
Net cash provided by operating activities	(22,897)	236,647
Cash flows from investing activities		
Capital expenditures	(3,825)	-
Security deposit	1,300	(1,300)
Net cash provided by (used in) investing activities	(2,525)	(1,300)
Cash flows from financing activities		
Payments on long-term debt	(5,039)	(4,790)
Net cash used in financing activities	(5,039)	(4,790)
Net increase (decrease) in cash and cash equivalents	(30,461)	230,557
Cash and cash equivalents, beginning of year	700,915	470,358
Cash and cash equivalents, end of year	$ 670,454	$ 700,915

Supplemental Disclosures of Cash Flow Information

Interest paid	$ 2,610	$ 2,780

Supplemental Disclosures of Non-Cash Investing and Financing Activities

During 2022, the Organization implemented Accounting Standard Update No. 2016-02, *Leases*, resulting in recognition of operating lease right of use assets and operating lease right of use obligations totaling $34,414 (Note 7).

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

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1. Organization and Summary of Significant Accounting Policies:

Organization

CADY, Inc. (Communities for Alcohol and Drug-Free Youth) (the Organization) is a New Hampshire nonprofit corporation established in 2005. The Organization's mission is to educate, engage and empower its local schools and communities to prevent and reduce youth alcohol, tobacco, and other drug use and to promote healthy environments and promising futures. The Organization's core purpose is to build a resilient, inclusive, and diverse community united in developing and sustaining a healthy environment where youth can grow up alcohol and drug free. The Organization conducts its programs with a vision 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.

Summary of Significant Accounting Policies

a. Basis of Presentation

The accompanying financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Organization as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified as follows:

- Net assets without donor restrictions – net assets not subject to any donor-imposed stipulations.
- Net assets with donor restrictions – net assets subject to donor-imposed stipulations that will be met by either actions of the Organization and/or the passage of time.

Revenues are reported as increases in net assets without donor restrictions unless restricted by the donor. Expenses are reported as decreases in net assets without donor restrictions. When a donor's restriction is accomplished by satisfying the restricted purpose or time restriction, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported as net assets released from restriction.

b. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

c. Cash and Cash Equivalents

The Organization considers deposits in financial institutions with maturities of less than 90 days to be cash or cash equivalents.

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1. Organization and Summary of Significant Accounting Policies (continued):

d. Government Grant Revenue

Government grants, consisting of federal, state, and local grants, are primarily considered to be conditional contribution transactions, the majority of which are cost-reimbursement grants. The Organization has elected the "simultaneous release" accounting policy option, such that, conditional contributions received whose condition lapses simultaneously with the expiration of donor-imposed use restrictions are reported in net assets without donor restrictions. The Organization's costs incurred under its government grants are subject to audit by government agencies. Management believes the disallowance of costs, if any, would not be material to the consolidated financial position or consolidated statement of operations.

The Organization has recorded grants receivable, all of which are expected to be collected in one year.

e. Contract Revenue

The Organization has entered into a contract to provide restorative justice services which is considered to be an exchange transaction and is recognized following the guidance in Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (Topic 606). The revenue is recognized over the contract period.

f. Social Marketing Sales

The Organization sells its social marketing materials. The revenue is accounted for as an exchange transaction and is recognized at the time of the sale.

g. Program Service Fees

The Organization provides various program services to individuals, for which there is a fee to participate. The revenue is accounted for as an exchange transaction and is recognized over the course of the programs.

h. Contributions:

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected over periods in excess of one year are recorded at the present value of the estimated cash flows beyond one year. The discounts on those amounts are computed using risk-free interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. Conditional promises to give are not included as support until the conditions are substantially met.

i. Property and Equipment

Property and equipment are stated at cost, if purchased, or fair value, if contributed. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets. Maintenance and repairs are charged to operations when incurred. Significant betterments and renewals are capitalized.

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1. Summary of Significant Accounting Policies (continued):

The useful lives of property and equipment for purposes of computing depreciation are:

	Years
Buildings	39.5
Improvements	7 - 15
Equipment	5
Furniture and fixtures	5 - 7

The Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends, and prospects, as well as the effects of obsolescence, demand, competition, and other economic factors.

j. Refundable Advance

Conditional contributions received by the Organization are recorded as a liability under "refundable advance" until the conditions have been substantially met or explicitly waived by the donor.

k. Marketing and Communication

Marketing and communication costs are charged to operations in the year incurred. Marketing and communication costs totaled $23,829 and $24,528 for the years ended December 31, 2023 and 2022, respectively.

l. Functional Expenses

The costs of providing the various programs and other supporting activities have been reported on a functional basis in the statements of activities and changes in net assets and in the statements of functional expenses. Accordingly, certain costs have been allocated among the program and supporting activities benefited. Costs are allocated using reasonable and consistent methods for each type of cost.

m. Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code and by New Hampshire state law, for activities considered related to its exempt purpose. The Organization remains subject to federal and state taxation, as a corporation, on items of income determined to be unrelated to its exempt purpose. The Organization reviews the positions taken in regard to categorizing revenues as related or not related to its exempt purpose. The Organization recognizes the effect of income tax positions only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting this standard, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. Management determined that no provision for income taxes was required for the years ended December 31, 2023 and 2022 as it did not identify activities that were not related to the Organization's exempt purpose. The Organization believes it is no longer subject to examinations for years prior to 2020.

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1. Summary of Significant Accounting Policies (continued):

n. Change in Accounting Principle

In June 2016, the FASB issued ASU 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, which eliminates the probable initial recognition threshold and, instead, requires that all financial assets (or group of financial assets) measured at amortized cost basis be presented at the net amount expected to be collected inclusive of the entity's current estimate of all expected credit losses. The ASU also applies to certain off-balance-sheet credit exposures such as unfunded commitments and non-derivative financial guarantees. The allowance for credit losses is a valuation account that is deducted from the amortized cost basis of the financial asset(s) in order to present the net carrying value at the amount expected to be collected on the financial asset. The measurement of expected credit losses is based on relevant information about past events, including historical experience, current conditions, and reasonable and supportable forecasts that affect the collectability of the reported amount. The Company adopted the new standard on January 1, 2023 using the modified retrospective approach. The adoption of the ASU has not had a material impact on the Company's financials.

o. Concentration of Credit Risk

The Organization maintains funds in bank accounts at a financial institution. These balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to a maximum of $250,000. At times during the year, funds carried in the Organization's accounts may exceed FDIC limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk related to uninsured funds.

p. Fair Value of Financial Instruments

The Organization's financial instruments consist of cash, grants, contracts and contributions receivables, trade payables and notes payable. The carrying value of all instruments approximates their fair value.

q. Reclassifications

Certain reclassifications have been made to the 2022 financial statements to conform to the current year presentation. These reclassifications did not impact the total change in net assets previously reported.

r. Liquidity

Assets are presented in the accompanying statements of financial position according to their nearness of conversion to cash and liabilities according to the nearness of their maturity and resulting use of cash.

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2. Government Grants:

The Organization receives various reimbursement grants from the federal government, State of New Hampshire and other public agencies considered to be conditional contributions (see Note 1). The following is a summary of the grant activity for the years ended December 31:

	Government Grants Revenue		Government Grants Receivable	
	2023	2022	2023	2022
U.S. Department of Health and Human Services				
Drug-Free Communities Support Program	$ 90,356	$ 34,645	$ -	$ 15,910
STOP Act	46,557	47,953	-	5,150
RCORP (Implementation)	81,470	372,971	-	21,930
Central NH Partnerships for Prevention	333,036	237,871	44,682	31,739
RCORP (Planning)	-	30,656	-	-
State of New Hampshire				
NH Empowers Youth Program	101,240	21,010	-	-
Other				
Grafton County	29,831	34,862	-	10,212
Regional Public Health Network Services	205,497	254,017	50,869	19,886
	$ 887,987	$ 1,033,985	$ 95,551	$ 104,827

3. Property and Equipment:

Property and equipment consisted of the following as of December 31:

	2023	2022
Property and equipment, at cost		
Land	$ 32,177	$ 32,177
Building	88,976	88,976
Building improvements	35,626	31,801
Solar improvements	32,442	32,442
Equipment	3,845	4,109
	193,066	189,505
Less- Accumulated depreciation	47,661	38,241
Property and equipment, net	$ 145,405	$ 151,264

Depreciation expense totaled $9,600 and $9,968 for the years ended December 31, 2023 and 2022, respectively.

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4. Refundable Advance:

During 2022, the Organization received $122,250 from the State of New Hampshire's Empower Youth Program, passed through from the U.S. Department of Health and Human Services under the American Rescue Plan Act. These funds are to be used to provide programming for at-risk middle and high school students. The Organization recognized revenue of $101,240 and $21,010, based on actual costs incurred, during the years ended December 31, 2023 and 2022, respectively. These amounts are included in government grants on the statements of activities and changes in net assets for the years ended December 31, 2023 and 2022. The remaining $0 and $101,240 as of December 31, 2023 and 2022, respectively, are reported as a refundable advance on the statements of financial position.

During 2023, the Organization received $20,000 from Grafton County's American Rescue Plan funds. The Organization recognized revenue of $16,150, based on actual costs incurred, during the year ended December 31, 2023. This amount is included in government grants on the statement of activities and changes in net assets for the year ended December 31, 2023. The remaining $3,850 is reported as a refundable advance on the statement of financial position.

During 2023, the Organization also received $6,250 from Grafton County's general funds covering the period of July 1, 2023 – June 30, 2024. The Organization recognized revenue of $5,144, based on actual costs incurred, during the year ended December 31, 2023. This amount is included in government grants on the statement of activities and changes in net assets for the year ended December 31, 2023. The remaining $1,106 is reported as a refundable advance on the statement of financial position.

5. Long-Term Debt:

Long-term debt consisted of the following as of December 31:

	2023	2022
Mortgage note payable, Woodsville Guaranty Savings Bank, payable in 240 monthly installments of $595, including interest initially at 3.8%, to change each January 6th, beginning in 2022, based on Wall Street Journal Prime plus 2%, with a floor of 4%. Renegotiated in January 2022 for monthly payments of $657, including the variable interest rate at 3.8%. Matures January 2037. Secured by real estate.	$ 72,114	$ 77,153
LESS: Current portion	5,234	5,039
Long-term debt, excluding current portion	$ 66,880	$ 72,114

The following are maturities of long-term debt as of December 31, 2023:

2024 (Included in current liabilities)	$ 5,234
2025	5,437
2026	5,647
2027	5,865
2028	6,092
Thereafter	43,839
	$ 72,114

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6. Net Assets with Donor Restrictions:

Net assets with donor restrictions consisted of the following as of December 31:

	2023	2022
Specified purpose restrictions:		
NH Charitable Foundation - Substance Abuse	$ 9,496	$ 12,136
Restorative Justice - Restitution Fund	1,201	1,201
Speare Memorial Hospital - Prevention Outreach/Education	3,324	2,932
Long-term operational support	20,000	40,000
	$ 34,021	$ 56,269

Net assets released from restriction consisted of the following for the year ended December 31:

	2023	2022
Specified purpose restrictions:		
NH Charitable Foundation - Substance Abuse	$ 2,840	$ 11,605
Speare Memorial Hospital - Prevention Outreach/Education	12,858	4,501
Operational support	20,000	40,000
	$ 35,698	$ 56,106

7. Lease Commitments:

In February 2016, the FASB issued ASU 2016-02 (Topic 842), Leases. Topic 842 supersedes the lease requirements in Accounting Standards Codification Topic 840, Leases. Under Topic 842, lessees are required to recognize assets and liabilities on the balance sheet for most leases and provide enhanced disclosures. Leases will be classified as either finance or operating. The Organization adopted Topic 842 effective January 1, 2022.

The Organization applied Topic 842 to all leases as of January 1, 2022 with comparative periods continuing to be reported under Topic 840. The Organization has elected the practical expedient package to not reassess at adoption: (i) expired or existing contracts for whether they are or contain a lease, (ii) the lease classification of any existing leases or (iii) initial indirect costs for existing leases. The Organization has also elected the policy exemption that allows lessees to choose to not separate lease and non-lease components by class of underlying asset and are applying this expedient to all relevant asset classes.

The Organization determined if an arrangement is or contains a lease at inception of the contract. Right-of-use asset represents a right to use the underlying asset for the lease term and the right-of-use obligation represents the obligation to make lease payments arising from the leases. The right-of-use asset and right-of-use lease obligation are recognized at commencement date based on the present value of lease payments over the lease term. The Organization uses the implicit rate noted within the contract. If not readily available, the Organization uses the estimated incremental borrowing rate, which is derived using a collateralized borrowing rate for the same currency and term as the associated lease. A right-of-use asset and right-of-use lease obligation are not recognized for leases with an initial term of 12 months or less and the Organization recognizes lease expense for these leases on a straight-line basis over the lease term as rental expense.

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7. Lease Commitments (continued):

The Organization's operating leases are for real estate and equipment. The Organization's real estate lease agreement has a remaining term of 6 months as of December 31, 2023. The exercise of lease renewal options is at the Company's sole discretion. When determining the lease term, the Company included options to extend or terminate the lease when it is reasonably certain that management will exercise that option. The Organization's equipment lease agreement has a remaining term of 20 months as of December 31, 2023.

Upon adoption, the Company recognized operating lease right-of-use assets and obligations of $34,414.

The components of lease expense for the years ended December 31, 2023 and 2022 are as follows:

	2023	2022
Operating lease cost	$ 14,129	$ 15,095
Variable and short term lease cost (a)	-	6,500
Total lease and rental expense	$ 14,129	$ 21,595

(a) Includes variable consideration and leases with a maturity of less than 12 months.

Cash paid for amounts included in the measurement of the Company's operating lease right-of-use obligations were included in cash flows from operating and totaled $14,129 and $15,095 for the years ended December 31, 2023 and 2022, respectively.

Supplemental balance sheet information related to leases are as follows as of December 31, 2023 and 2022:

	2023	2022
Operating leases		
Operating lease right of use asset	$ 34,414	$ 34,414
Accumulated amortization	(26,769)	(14,121)
Operating lease right-of-use asset, net	$ 7,645	$ 20,293
Current portion of operating lease right-of-use obligation	$ 7,310	$ 12,648
Operating lease right-of-use obligation, less current portion	335	7,645
Total operating lease right-of-use obligation	$ 7,645	$ 20,293
Weighted average remaining lease term, years		
Operating leases	0.63	1.57
Weighted average discount rate		
Operating leases	3.80%	3.80%

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7. Lease Commitments (continued):

Future maturities of lease liabilities as of December 31, 2023 are as follows:

	Operating Leases
Year ending December 31:	
2024	$ 7,409
2025	339
2026	-
2027	-
2028	-
Thereafter	-
Total lease payments	7,748
Less: imputed interest	(103)
Total lease payments	$ 7,645

8. Retirement Plan:

During 2022, the Organization adopted a SIMPLE IRA Plan. The Organization contributes to the plan 100% of elective deferrals up to 3% of eligible employees' wages. Retirement plan expense for the years ended December 31, 2023 and 2022 was $16,678 and $18,217, respectively.

9. Economic Dependency:

The Organization has two government grants that represented 31% and 19% of total revenues and other support for the year ended December 31, 2023, respectively. Those grants also represented 47% and 53% of government grants receivable as of December 31, 2023, respectively.

Those two grants represented 18% and 19% of total revenues and other support for the year ended December 31, 2022, respectively and 30% and 19% of government grants receivable as of December 31, 2022, respectively. One other government grant represented 28% of total revenues and other support for the year ended December 31, 2022 and 21% of government grants receivable as of December 31, 2022. Two other government grants represented 15% and 10% of government grants receivable as of December 31, 2022.

10. Liquidity:

Operating liquidity comes from government grants, contributions, contract revenue, social marketing sales and program service fees. The Organization has a policy to structure its financial assets to be available as its general expenditures and liabilities come due. The Organization monitors its liquidity so that it is able to meet its operating needs and other contractual commitments.

Financial assets are considered unavailable when not convertible to cash within one year or are subject to donor-imposed use or time restrictions other than for general operations within one year.

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10. Liquidity (continued):

The following presents the Organization's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use for a purpose other than general operating expenditures, within one year of the statement of financial position date:

	2023	2022
Financial assets		
Cash and cash equivalents	$ 670,454	$ 700,915
Government grants receivable	95,551	104,827
Contracts receivable	3,813	14,267
Total financial assets as of December 31:	769,818	820,009
Less amounts not available to be used within one year, due to:		
Net assets with donor restrictions, subject to the passage of time or expenditure for specified purpose other than general operations	14,021	36,269
Financial assets available to meet general expenditures within one year	$ 755,797	$ 783,740

11. Subsequent Events:

The Organization has reviewed events occurring after December 31, 2023, through July 25, 2024, the date these financial statements were available to be issued. The Organization does not believe that any events requiring recognition or disclosure have occurred between the period of December 31, 2023 and the report date, July 25, 2024.

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BOARD MEMBER CONTACT LIST

Updated 8.14.2024

		HOME ADDRESS	
Michael Conklin, Esq. **Chair**	Attorney-at-Law Conklin and Reynolds, P.A. PO Box 849 Lincoln, NH 03251	[redacted]	[redacted]
The Honorable Mary Cooney **Treasurer**	State Representative 78 Highland Street Plymouth, NH 03264	[redacted]	[redacted]
Maureen Ebner	7 Rogers Street Plymouth, NH 03264	[redacted]	[redacted]
Stephen Lefebvre	Chief of Police Plymouth Police Department 334 Main Street Plymouth NH 03264	[redacted]	[redacted]
William Luti	Retired Naval Captain PO Box 297 Hebron NH 03241		[redacted]
Debra Naro **Executive Director**	CADY 94 Highland Street Plymouth NH 03264	[redacted]	[redacted]
Clarissa M. Palmer, Ph.D.	Clarissa M. Palmer, PhD (Psychology), Professor Psychology 17 High Street, MSC 38 PSU, Plymouth, NH, 03264	[redacted]	[redacted]
Andrew Seefeld, M.D., F.A.C.E.P.	Emergency Department Director Emergency Medical Services Director of Trauma Services Speare Memorial Hospital Plymouth, NH 03264	[redacted]	[redacted]
Kyla Welch	Superintendent of Schools, SAU #48 47 Old Ward Bridge Road Plymouth, NH 03264		[redacted]

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ELIZABETH BROCHU

[redacted]

PROFESSIONAL EXPERIENCE

COMMUNITIES FOR ALCOHOL- AND DRUG-FREE YOUTH (CADY)
Plymouth, NH *(June 2007 – Present)*

Senior Director of Training, Education, and Programs *(9/*2023-Present)

Administrative responsibility for the overall management and functioning of Substance Misuse Prevention programming including planning, program development, staff oversight, and community relations.

Youth Services Director/Substance Misuse Prevention Coordinator *(9/2011-9/2023)*

Work with key sectors of the community and state to implement a public health primary prevention and SUD intervention approach to prevent substance misuse, and reduce related risk factors, and consequences in the community. Oversight of evidence-based programing including Restorative Juvenile Justice; Youth Empowerment and Leadership Development; In-School Lion's Quest curriculum, and Young Adult Diversion Prime for Life Collaboration with NH Liquor Enforcement. Mentoring and oversight of youth development staff, PSU interns, and program volunteers.

AMERICORPS VISTA PROGRAM Placement with CADY
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.

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

First Grade Long-Term Substitute Classroom Teacher *(August 2014-Nov. 2014)*

A+ Plus After School Site Director **(Jan 2012-Dec. 2012):** Responsible for program implementation for 40 elementary students and oversight of 6 program staff.

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EDUCATION

Master of Education, Elementary Education / May 2014
Plymouth State University – Plymouth, New Hampshire

Bachelor of Arts, Studio Art / December 2007
University of New Hampshire – Durham, NH

CREDENTIALS AND PROFESSIONAL DEVELOPMENT

NH Certified Prevention Specialist.
Certified Prime for Life Under 21 Instructor: Evidence-Based Alcohol and Drug Education Curriculum – Trainer/Educator – 2011.
Certified AmeriCorps Vista –Completion of Two Full Years of National Service.
New Futures Community Leadership Institute – 2008.

AWARDS AND SPECIAL RECOGNITION

NH "40 Under 40" Statewide Leadership Award/Class of 2021: 40 millennial generation leaders in the state are selected each year from hundreds of nominations and recognized for their career achievements, community involvement, and contributions to New Hampshire. I was honored to receive this professional award in 2021 for advancing the substance misuse prevention field and making a significant difference in the lives of hundreds of NH youth.

NH Prevention Specialist of the Year 2021: This award was given by the Prevention Certification Board of NH for making outstanding contributions in the field of Substance Misuse Prevention.

SKILLS/STRENGTHS

- Responsible Leader and Positive Thinker Dedicated to Excellence.
- Passionate Primary Prevention Leader: Ability to create a culture of optimism through collaboration, flexibility, and adaptability.
- Authenticity: Ability to lead by example and build lasting relationships; unify teams through kindness, inspiration, and respect.
- Persistent: Willing to go beyond where others may stop.
- Advanced Organizational Planning, Coordination, and Implementation Skills.
- Innovative and Forward Thinking: Capacity to see possibilities and spark creativity.
- Community Organizer and Capacity Builder.
- Communications: Empathetic Listener; Strong Written and Oral Communication Skills.
- Seasoned Public Speaker including Extensive Experience with Legislative Testimony.
- Energetic and Enthusiastic Personality and Lifelong Learner.
- Strong Work Ethic: Results-Oriented Professional.
- Proficient with Microsoft Office Suite and Graphic Design.

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Debra A. Naro

[redacted]

EXPERIENCE

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

- Non-profit substance misuse prevention organization serving 18 Central NH communities
  Mission: to prevent and reduce youth alcohol, tobacco, and other drug use
  and to promote healthy environments and promising futures
- Lead for Public Health Network of Central NH
- 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

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 staff

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 NH schools and parents

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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/LEADERSHIP 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

- SAM NH Steering Committee Member 2019-present
- NH Commission on Rural Affairs (Gubernatorial Appointment) 2018-2022
- Central NH Health Partnership, Board Member 2009-present
- NH Youth Council, Past Board (Gubernatorial Appointment) 2001-2006
- 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

- **Outstanding Graduate Award**, Plymouth State Alumni Association 2024
- **Social Entrepreneur of the Year Award**, Plymouth State University 2022
- **Imagine A Way Award**, Plymouth State University 2017
- **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,** 2001
  Joseph P. Kennedy, Jr. Foundation, San Diego, CA
- **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

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NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: CADY, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Elizabeth Brochu	Senior Director of Programs, Education, and Training	$50,000.00	$100,000.00
Debra Naro	Executive Director	$0.00	$138,000.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00