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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
PO BOX 1806
CONCORD, NH 03302-1806
603-271-5600 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

December 30, 2020

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a **sole-source** contract with Waypoint (VC#177166), 464 Chestnut Street, Manchester, NH, in the amount of $48,554.00 to provide parental assistance services, contingent upon acceptance of the Parental Assistance sub grant item on this same G&C agenda date, for the period upon Governor and Executive Council approval, through June 30, 2021. 100% Transfer from Other Agency (DHHS)

Funds are available in the following account:

Department of Correction Grants, FCC Parental Assistance, 02-46-46-460510-80390000.

Contract Agreement:		
Account	Description	FY 2021
102-500731	Contracts for Program Serv	48,554.00
Total Contract Amount		48,554.00

EXPLANATION

Waypoint is a non-profit organization that provides a wide array of social services and advocacy, to include support, educational services for family preservation and strengthening and the healthy development of children. This contract is **sole source** as Waypoint is the only social service organization that offers these services statewide in support of families affected by incarceration. This contract will provide family support services and educational programs, assist in child and parent visitation, and deliver social-emotional support for the children of residents at the NHDOC facilities.

The Family Connection Center (FCC) is a family resource center located within all three NH correctional facilities and the Transitional Work Center. The FCC provides a number of educational support programs within the institutional setting and works closely with state and community based agencies for external support.

Parental incarceration is considered to be an adverse childhood experience (ACE), which are known to negatively impact the health and well-being of children into adulthood. Children of incarcerated parents often experience the

negative collateral consequences of incarceration, which in turn, increases risk factors including social, emotional and psychological challenges and poor physical health, including increased risk of early mortality. In an effort to reduce such adverse consequences, the FCC provides supportive services to families affected by incarceration.

The Parental Assistance funding Memorandum of Understanding with the NH Department of Health and Human Services, Division of Public Services, Governor and Executive Council approval on August 26, 2020, Item #18, specifies the NHDOC FCC will utilize the funds to assist disciplinary-free residents who participate in FCC programs to improve parent-child relationships and/or to create new healthy family connections with their children. Waypoint is a key partnership resource to aid in the expansion of current FCC program services. Waypoint staff will facilitate and administer evidence-based parenting curriculums, assist with implementation and curriculum expansion for non-English speaking residents and families, assist with child-parent visitations and expanded tele-visits, monitor parenting support group sessions, support family counseling services, and NH Court mandated programs.

Respectfully Submitted,

Helen E. Hanks
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 NH Department of Corrections		1.2 State Agency Address P.O. Box 1806, Concord, NH 03302 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Waypoint		1.4 Contractor Address 464 Chestnut Street P.O. Box 448 Manchester, NH 03105	
1.5 Contractor Phone Number 603-518-4000	1.6 Account Number 02-46-46-460510-8039-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation $48,554.00
1.9 Contracting Officer for State Agency Kristina Toth, Program Administrator of Family Connections Center		1.10 State Agency Telephone Number 603-271-2255	
1.11 Contractor Signature Date: 11/30/20		1.12 Name and Title of Contractor Signatory Borja Alvarez de Toledo, President & Chief Executive Officer	
1.13 State Agency Signature Date: 12/29/2020		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
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:		On: 12/31/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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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 as indicated in block 1.17, 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. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

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

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Date 11/5/20

PARENTAL ASSISTANCE PROGRAM SERVICES AGREEMENT

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), 105 Pleasant Street, Concord, NH 03301 and WAYPOINT ("Contractor"), a New Hampshire Non-Profit Corporation, Manchester, NH 03105.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide Parental Assistance Program Services for the NH Department of Corrections.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Agreement and set forth herein, the parties hereto agree as follows:

EXHIBIT A

SPECIAL PROVISIONS

1. Section 14. Insurance (P-37, v. 12/11/2019): "To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

EXHIBIT B

SCOPE OF SERVICES

1. **Scope of Services**
   Provide Parental Assistance Program services to support disciplinary free residents participating in the Family Connections Center (FCC) programs in improving parental relationships or creating new healthy family connections with their children through the support of one (1) full-time and one (1) part-time position.
   a. Contractor Responsibilities: Provide one full-time (FT) and part-time (PT) position that shall assist the FCC locations with educational and programmatic delivery to include but not limited to:
      i. parental educational and evidence-based curriculum development and delivery;
      ii. curriculum development for non-English speaking residents and families;
      iii. child and parent visitation assistance;
      iv. facilitate parenting support group sessions and life skill seminars;
      v. assistance case management resources, family counseling services and Children of Incarcerated Parents (CIP) Summer Camp program;
      vi. facilitate and monitor tele-visits between parents and children and
      vii. programs required by the NH Court system.
   b. Location of Services:
      i. Northern NH Correctional Facility (NCF), Berlin, NH;
      ii. NH State Prison for Men (NHSP-M), Concord, NH;
      iii. NH Correctional Facility for Women, Concord, NH; and
      iv. Transitional Work Center, Concord, NH.

2. **General Assumptions**
   a. Term of Agreement: The Term shall be effective upon Governor and Executive Council approval through June 30, 2021, as defined in Section 3. General Provisions of this Agreement. The Contract may be extended for up to two (2) years at any time by mutual written agreement between the parties, subject to the continued availability of funds, satisfactory performance of responsibilities or scope of services, and approval of the Governor and Executive Council.

b. Remittance of Invoices:
   i. Hard copies of invoices shall be forwarded to NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
   ii. Electronic copies of invoices shall be forwarded to Kristina.Toth@doc.nh.gov.
   iii. Payments will be processed within thirty (30) days from the date of an approved invoice received by the Bureau of Financial Services of the Department.
   iv. Itemize invoices by wage rate, number of hours worked, payroll taxes, health benefits, if applicable, and administrative overhead.

c. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contract and the Department for the duration of the Contract and notify the Department's Contract Liaison of such individual.

d. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Administrator of the Family Connections Center, or designee, shall act as the liaison between the Contractor and the NH Department of Corrections for the duration of the Contract.

e. Background Checks: Background checks will be performed by the Department or by the State of New Hampshire, Department of Safety. The Contractor must contact the Department's liaison for further instructions. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractors and or subcontractors to determine eligibility status and access to all Departmental facilities.

f. Admittance: It is the policy of the Department of Corrections that only approved personal property may be brought by Contractors into the secure perimeter of prison facilities. Contractors who are required to perform services inside the secure perimeter of a facility are required to ensure that prohibited items are not brought into the respective work areas and may be subject to be searched for contraband.

e. Rules and Regulations: The Contractor agrees to comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 3.71 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*, located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

f. Health Portability and Accountability Act Business Associated Agreement: The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

g. Prison Rape Elimination Act (PREA) of 2003: The Contractor/Subcontractor agrees to comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor/Subcontractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

h. Criminal Justice Information Services (CJIS) Security Policy: The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the CJIS policy and is located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

i. Cancellation of Contract: The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

j. Subcontractors: If a subcontractor(s) is to be used for any portion of the said services, prior approval from the NH Department of Corrections shall be required. Notification to the Department shall include the name of the subcontractor, brief profile and a description of the services/functions being subcontracted. Said subcontractors shall meet all requirements described in the Contract.

k. Insurance: Contractor shall provide and maintain, at its expense, General Liability, Workers Compensation, Automobile, and Umbrella Liability (if applicable) insurance coverage with the State named as Additionally Insured for the life of the Contract and any renewal thereof.

EXHIBIT C

METHOD OF PAYMENT AND CONTRACT PRICE

1. Invoice: The Contractor, Waypoint, shall provide an itemized invoice for services provided to the applicable Scope of Services, as identified in Exhibit B.
2. Base Rate: The Contractor's base rate to provide contracted services shall be eighteen dollars and fifty cents ($18.50) per hour.
3. Remittance: Invoices shall be sent to: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302. Payments will be processed within thirty (30) days from the date of an approved invoice received by the Bureau of Financial Services of the Department.
4. Estimated Price: Total estimated contract price shall not exceed forty-eight thousand, five hundred fifty-four (48,554.00).

State of New Hampshire

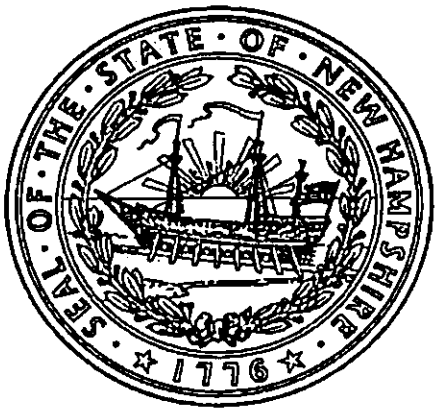
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WAYPOINT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. 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: **62585**

Certificate Number: **0005063864**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of December A.D. 2020.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State
2020 NONPROFIT REPORT

Filed
Date Filed : 12/29/2020 03:40:00 PM
Effective Date : 12/29/2020 03:40:00 PM
Filing # : 5062707 Pages : 1
Business ID : 62585
William M. Gardner
Secretary of State
State of New Hampshire

BUSINESS NAME:	WAYPOINT
BUSINESS TYPE:	Domestic Nonprofit Corporation
BUSINESS ID:	62585
STATE OF INCORPORATION:	New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
464 Chestnut StreetPO Box 448 Manchester, NH, 03105, USA	464 Chestnut StreetPO Box 448 Manchester, NH, 03105, USA

PRINCIPAL PURPOSE(S)

NAICS CODE	NAICS SUB CODE
Other/Social Services	

OFFICER / DIRECTOR INFORMATION

NAME	BUSINESS ADDRESS	TITLE
Borja Alvarez de Toledo	464 Chestnut Street, Manchester, NH, 03105, USA	President
Lyndsee D. Paskalis	45 Nathan Cutler Drive, Bedford, NH, 03110 - 4811, USA	Secretary
Jeffrey P. Seifert	14 Dartmouth Circle, Bedford, NH, 03110 - 4843, USA	Treasurer
Ken R. Sheldon	32 Blueberry Hill Road, Amherst, NH, 03031 - 2555, USA	Chairman of the Board of Directors

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: President
Business Name: Child and Family Realty
Signature:
Name of Signer: Borja Alvarez de Toledo
Title of Signer: President

CERTIFICATE OF VOTE

I, __KENNETH SHELDON, Board Chair_____, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

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

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of

the Agency duly held on __12/4/18_____:
(Date)

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Corrections.

RESOLVED: That the _____PRESIDENT AND CEO_____
(Title of Contract Signatory)

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

___BORJA ALVAREZ DE TOLEDO ___ is the duly elected _____PRESIDENT/CEO_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 30th day of November, 2020.

Kenneth R. Sheldon
_____
(Signature of the Elected Officer)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2020

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
FIA/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Andrea Nicklin
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: anicklin@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B: Granite State Health Care and Human Services Self-	
INSURER C: Travelers Casualty & Surety Co of America	31194
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Waypoint
Po Box 448
Manchester NH 03105

COVERAGES CERTIFICATE NUMBER: 20-21 All Lines 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: X POLICY PRO-JECT LOC X OTHER: Professional Liability			PHPK2151359	07/01/2020	07/01/2021	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
							Aggregate- Prof liab	$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2151341	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB728723	07/01/2020	07/01/2021	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20200000242 (3a.) NH	02/01/2020	02/01/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Fidelity & Forgery			105912196	04/01/2020	04/01/2021	Limit	500,000
							Deductible	5,000

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

(Job #: Dept of Corrections Job Type:)
NH Department of Correcjions is included as additional insured with respects to the CGL as required by written contract.

CERTIFICATE HOLDER

State of New Hampshire Department of Corrections
P.O. Box 1806
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

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NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

a) Any substance or item whose possession in unlawful for the person or the general public possessing it including but not limited to:
   (1) narcotics
   (2) controlled drugs or
   (3) automatic or concealed weapons possessed by those not licensed to have them.

b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.

c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.

d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.

e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.

f) Any intoxicating beverage.

g) Sums of money or negotiable instruments in excess of $100.00.

h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit

i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):

j) Knives and knife-like weapons, clubs and club-like weapons,
   (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
   (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
   (3) pornography or pictures of visitors or prospective visitors undressed,
   (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
   (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
   (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
   (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.

c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Borja Alvarez de Toledo		11/30/20
Name	Signature	Date
COLEEN INES		11/30/20
Witness Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
    a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
    b. Giving or selling of anything
    c. Accepting or buying anything

2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.

3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.

4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.

5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.

6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.

7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.

8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, polices and procedures of the Department of Corrections and the State of New Hampshire.

Borja Alvarez de Toledo		11/30/20
Name	Signature	Date
COLEEN IVES		11/30/20
Witness Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Borja Alvarez de Toledo		11/30/20
Name	Signature	Date
COWEEN IVES		11/30/20
Witness Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions

a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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

k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

(i) for the proper management and administration of the Business Associate;
(ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
(iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) <u>Obligations and Activities of Business Associate</u>

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) <u>Obligations of Covered Entity</u>

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections	Waypoint
State of New Hampshire Agency Name	Contractor Name
Signature of Authorized Representative	Contractor Representative Signature
Helen E. Hanks	Borja Alvarez de Toledo
Authorized DOC Representative Name	Authorized Contractor Representative Name
Commissioner	President and Chief Executive Officer
Authorized DOC Representative Title	Authorized Contractor Representative Title
12/29/2020	11/30/20
Date	Date

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

Helen E. Hanks
Commissioner

Robin Maddaus
Director

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108–79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Borja Alvarez de Toledo **Date:** 11/20/2
(Name of Contract Signatory)

Signature: _____
(Signature of Contract Signatory)

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Borja Alvarez de Toledo _____ 11/30/20
Printed Name/Signature of Contractor Employee — Date

Borja Alvarez de Toledo _____ 11/30/20
Printed Name/Signature of Contractor Representative — Date

Waypoint, President and CEO
Organization and Title of Contractor Representative

Waypoint
464 Chestnut Street
P.O. Box 448
Manchester, NH 03105
603-518-4000

Mission Statement

Empowering people of all ages through an array of human services and advocacy

Purpose

Our name signifies a point along a journey at which you change course. That's what we do. We help people and communities to change course.

As a private, nonprofit agency, our array of services includes-- *adoption, prenatal support, parent education/family empowerment, services for children with developmental concerns or chronic health conditions, child care, mental health counseling, family preservation, supervised visitation, foster care, homeless youth continuum, home healthcare for older Americans and adults with disabilities, and advocacy*

WAYPOINT

Help Along the Way

WAYPOINT

Consolidated Financial Statements

For the Year Ended December 31, 2019

(With Independent Auditors' Report Thereon)

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MELANSON HEATH
ACCOUNTANTS • AUDITORS

121 River Front Drive
Manchester, NH 03102
(603)669-6130
melansonheath.com

Additional Offices:
Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
Waypoint

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Waypoint, which comprise the consolidated statement of financial position as of December 31, 2019, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and

fair presentation of the consolidated financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Waypoint as of December 31, 2019, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Waypoint's 2018 consolidated financial statements, and we expressed an unmodified opinion on those audited consolidated financial statements in our report dated March 26, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2018 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedules of Operating Expenses for 2019 and 2018 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 26, 2020 on our consideration of Waypoint's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Waypoint's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Waypoint's internal control over financial reporting and compliance.

Melanson Heath

May 26, 2020

WAYPOINT

Consolidated Statement of Financial Position

December 31, 2019
(with comparative totals as of December 31, 2018)

	2019			
	Without Donor Restrictions	With Donor Restrictions	2019 Total	2018 Total
ASSETS				
Current Assets:				
Cash and cash equivalents	$ 177,479	$ -	$ 177,479	$ 1,078,577
Accounts receivable, net	1,260,930	-	1,260,930	714,112
Contributions receivable	79,161	-	79,161	60,000
Prepaid expenses	145,979	-	145,979	192,744
Total Current Assets	1,663,549	-	1,663,549	2,045,433
Noncurrent Assets:				
Investments	15,894,841	2,992,179	18,887,020	16,140,394
Beneficial interest held in trusts	-	1,837,101	1,837,101	1,679,591
Property and equipment, net	6,460,382	-	6,460,382	6,358,505
Total Noncurrent Assets	22,355,223	4,829,280	27,184,503	24,178,490
Total Assets	$ 24,018,772	$ 4,829,280	$ 28,848,052	$ 26,223,923
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	$ 139,382	$ -	$ 139,382	$ 217,685
Accrued payroll and related liabilities	646,070	-	646,070	564,736
Other liabilities	66,628	-	66,628	67,299
Bonds payable	150,000	-	150,000	140,000
Total Current Liabilities	1,002,080	-	1,002,080	989,720
Bonds payable, net of current portion	3,915,000	-	3,915,000	4,065,000
Deferred loans - NHHFA	1,250,000	-	1,250,000	1,250,000
Interest rate swap agreements	1,072,580	-	1,072,580	885,525
Total Liabilities	7,239,660	-	7,239,660	7,190,245
Net Assets:				
Without donor restrictions	16,779,112	-	16,779,112	14,373,688
With donor restrictions	-	4,829,280	4,829,280	4,659,990
Total Net Assets	16,779,112	4,829,280	21,608,392	19,033,678
Total Liabilities and Net Assets	$ 24,018,772	$ 4,829,280	$ 28,848,052	$ 26,223,923

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

WAYPOINT

Consolidated Statement of Activities

For the Year Ended December 31, 2019
(with comparative totals for the year ended December 31, 2018)

	2019			
	Without Donor Restrictions	With Donor Restrictions	2019 Total	2018 Total
SUPPORT AND REVENUE:				
Support:				
Government grants	$ 5,486,443	$ 16,056	$ 5,502,499	$ 5,401,404
Contributions	426,853	869,431	1,296,284	1,722,592
In-kind contributions	87,864	-	87,864	94,633
Income from special events, net	487,018	-	487,018	369,175
Revenue:				
Service fees	5,524,270	-	5,524,270	5,422,960
Other	65,971	-	65,971	64,715
Net assets released from restriction:				
Program releases	1,194,247	(1,194,247)	-	-
Endowment releases	74,751	(74,751)	-	-
Endowment transfer to support operations	627,685	-	627,685	661,375
Total Support and Revenue	13,975,102	(383,511)	13,591,591	13,736,854
OPERATING EXPENSES:				
Program services	12,086,191	-	12,086,191	11,550,792
Management and general	1,308,438	-	1,308,438	1,380,172
Fundraising	517,402	-	517,402	427,546
Total Operating Expenses	13,912,031	-	13,912,031	13,358,510
Change in net assets before non-operating items	63,071	(383,511)	(320,440)	378,344
NON-OPERATING ITEMS:				
Investment income (loss)	2,985,010	395,291	3,380,301	(1,006,030)
Unrealized gain (loss) on interest rate swap	(187,054)	-	(187,054)	176,817
Change in beneficial interest	-	157,510	157,510	(188,315)
Interest income	1,851	-	1,851	1,608
Endowment transfer to support operations	(627,685)	-	(627,685)	(661,375)
Total Non-Operating Items	2,172,122	552,801	2,724,923	(1,677,295)
Change in net assets	2,235,193	169,290	2,404,483	(1,298,951)
Net Assets, Beginning of Year, as restated (NOTE 19)	14,543,919	4,659,990	19,203,909	20,332,629
Net Assets, End of Year	$ 16,779,112	$ 4,829,280	$ 21,608,392	$ 19,033,678

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

WAYPOINT

Consolidated Statement of Functional Expenses

For the Year Ended December 31, 2019
(with comparative totals for the year ended December 31, 2018)

	Program Services	Management and General	Fundraising	2019 Total	2018 Total
Personnel expense:					
Salaries and wages	$ 6,901,838	$ 814,197	$ 340,669	$ 8,056,704	$ 7,780,410
Employee benefits	886,121	84,083	24,372	994,576	827,827
Payroll related costs	861,733	72,205	27,088	961,026	834,465
Mileage reimbursement	425,994	931	199	427,124	445,083
Contracted services	527,006	74,153	54,573	655,732	662,720
Subtotal personnel expense	9,602,692	1,045,569	446,901	11,095,162	10,550,505
Accounting	-	31,699	-	31,699	28,700
Assistance to individuals	716,800	-	-	716,800	718,608
Communications	139,255	8,358	4,741	152,354	166,740
Conferences, conventions, meetings	48,489	5,949	3,600	58,038	56,018
Depreciation	326,931	39,920	-	366,851	334,662
In-kind contributions	88,014	-	-	88,014	94,633
Insurance	65,690	9,585	2,597	77,872	74,104
Interest	251,532	67,874	-	319,406	317,772
Legal	-	20,671	-	20,671	3,949
Membership dues	22,789	1,916	3,152	27,857	29,992
Miscellaneous	30,221	14,869	1,959	47,049	40,193
Occupancy	543,136	29,481	13,070	585,687	548,507
Printing and publications	29,318	2,803	29,732	61,853	91,540
Rental and equipment maintenance	89,746	24,229	6,542	120,517	122,782
Supplies	80,964	3,366	5,099	89,429	115,040
Travel	50,614	2,149	9	52,772	64,765
Total Functional Expenses	$ 12,086,191	$ 1,308,438	$ 517,402	$ 13,912,031	$ 13,358,510

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

WAYPOINT

Consolidated Statement of Cash Flows

For the Year Ended December 31, 2019
(with comparative totals for the year ended December 31, 2018)

	2019	2018
Cash Flows From Operating Activities:		
Change in net assets	$ 2,404,483	$ (1,298,951)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	366,851	334,662
Contributions restricted for endowment	-	(16,717)
Realized (gain) loss on investments	(129,565)	(136,619)
Unrealized (gain) loss on investments	(2,805,664)	1,688,070
Change in beneficial interest in trusts	(157,510)	188,315
Change in interest rate swap	187,055	(176,817)
Inclusion of new entity in consolidated financial statements	20,085	-
Changes in operating assets and liabilities:		
Accounts receivable	(546,818)	170,636
Contributions receivable	(19,161)	(20,000)
Prepaid expenses	46,765	48,802
Accounts payable	(78,303)	122,018
Accrued payroll and related liabilities	81,334	(101,766)
Other liabilities	(671)	(1,763)
Net Cash Provided (Used) By Operating Activities	(631,119)	799,870
Cash Flows From Investing Activities:		
Purchases of investments	(511,347)	(693,481)
Proceeds from sale of investments	699,950	631,845
Purchase of fixed assets	(318,582)	(426,805)
Net Cash Used By Investing Activities	(129,979)	(488,441)
Cash Flows From Financing Activities:		
Contributions restricted for endowment	-	16,717
Payment of long-term debt	(140,000)	(140,000)
Net Cash Used By Financing Activities	(140,000)	(123,283)
Net Change in Cash and Cash Equivalents	(901,098)	188,146
Cash and Cash Equivalents, Beginning	1,078,577	890,431
Cash and Cash Equivalents, Ending	$ 177,479	$ 1,078,577
SUPPLEMENTAL INFORMATION:		
Interest paid	$ 319,406	$ 317,772

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

WAYPOINT

Notes to Consolidated Financial Statements

For the Year Ended December 31, 2019

1. Organization

Waypoint (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into the following categories:

Early Childhood – Family Support & Education Services
Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 500 young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

Early Support and Services – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

Home Visiting Services – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

Adoption – A licensed child-placing agency, the Organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birthparents who are considering the adoption option.

Children, Youth, and Family - Intervention and Treatment Programs

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

Foster care – The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

Home Based Services – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

Runaway and Homeless Youth Services

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

Senior Care and Independent Living

The Organization helps seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Other Programs

Camp Spaulding – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily

operations and summer programming. This collaboration will combine a 96-year camp history, an exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

The New Hampshire Children's Lobby – Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

The Children's Place and Parent Education Center – The Children's Place and Parent Education Center (TCP) in Concord, NH is a 501(c)(3) organization incorporated in 1978 to provide both educational and social programs and services to strengthen and enrich the lives of families with children, two months through six years old.

2. Significant Accounting Policies

Change in Accounting Principle

ASU 2014-09 Revenue from Contracts with Customers and 2018-08 Contributions Received and Contributions Made

The Organization has adopted Accounting Standards Update (ASU) No. 2014-09 - *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU No. 2018-08 *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605),* as management believes these standards improve the usefulness and understandability of the Organization's financial reporting.

ASU 2014-09 and 2018-08 have been implemented in 2019, and the presentation in these consolidated financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant changes in the way the Organization recognizes revenue, and therefore no changes to the previously issued audited consolidated financial statements (presented in these consolidated financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2016-01 Equity Investments

In 2019, the Organization adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities,* which relates to the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments.

Principles of Consolidation

The consolidated financial statements include Waypoint, Child and Family Realty Corporation, and The Children's Place and Parent Education Center, commonly controlled organizations. All inter-organization transactions have been eliminated.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2018, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, including endowments that are perpetual in nature, are excluded from this definition.

Accounts Receivable

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Consolidated Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions receivable are written off when deemed uncollectable. Management has determined that contributions receivable are fully collectable, therefore no allowance has been recorded.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Consolidated Statement of Financial Position. Net investment return/(loss) is reported in the Consolidated Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses.

The Organization maintains pooled investment accounts for its restricted endowment. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Beneficial Interest Held in Trusts

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in trusts is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from trust assets are restricted as to use and are reported as increases in net assets with donor restrictions until expended in accordance with restrictions. The value of the beneficial interest in the trusts is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in net assets with donor restrictions. The assets in the trusts will never be distributed to the Organization.

Property and Equipment

Property and equipment additions over $1,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 5 to 50 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed. Assets not in service are not depreciated.

The carrying values of property and equipment are reviewed for impairment whenever events or 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. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in 2019 or 2018.

Interest-Rate Swap

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable. The related liability is reported at fair value in the Consolidated Statement of Financial Position, and unrealized gains or losses are included in the Consolidated Statement of Activities.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give - that is, those with a measurable performance or other barrier and a right of return - are not recognized until the conditions on which they depend have been met. The Organization records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

A portion of the Organization's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position.

Revenues derived from providing program services, including facility rentals, are recognized as the services are provided. Revenue related to facility rentals is recognized when the performance obligation of providing the space is satisfied. Program services fees paid in advance are deferred to the period to which they relate. All other amounts paid in advance are deferred to the period in which the underlying event or rental takes place. Due to the nature and timing of the performance and/or transfer of services, certain contract liabilities at December 31 of each year are recognized in the following year.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the consolidated financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Measure of Operations

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services and include the Organization's annual endowment transfer to support operations. Non-operating activities are limited to resources outside of those programs and services and are comprised of non-recurring gains and losses on sales and dispositions, investment income, changes in the value of beneficial interests and interest rate swaps.

Income Taxes

Waypoint and the Children's Place and Parent Education Center have been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as organizations described in IRC Section

501(c)(3), qualify for charitable contribution deductions, and have been determined not to be private foundations. Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

Each entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, each is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purpose. In 2019 and 2018, Waypoint was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of consolidated financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs

that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

> *Level 1* – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
>
> *Level 2* – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
>
> *Level 3* – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for certain assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 6) – Level 1.
- Recurring measurement of beneficial interests in trusts (Note 7) – Level 3.

- Recurring measurement of line of credit (Note 9) – Level 2.
- Recurring measurement of bonds payable and interest rate swap (Note 10) – Level 2.
- Recurring measurement of deferred loans (Note 11) – Level 2.

The carrying amounts of cash and cash equivalents, accounts and contributions receivable, prepaid expenses, accounts payable, accrued payroll and related liabilities, and other liabilities approximate fair value due to their short-term nature.

New Accounting Standards to be Adopted in the Future

Leases

In February 2016, the Financial Accounting Standards Board issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the year ending December 31, 2021. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Consolidated Statement of Financial Position, are comprised of the following at December 31, 2019:

Financial assets at year end:		
Cash and cash equivalents		$ 177,479
Accounts receivable, net		1,260,930
Contributions receivable		79,161
Investments		18,887,020
Beneficial interest held in trusts		1,837,101
Total financial assets		22,241,691
Less amounts not available to be used within one year:		
Net assets with donor restrictions	4,829,280	
Less:		
Net assets with purpose restrictions to be met in less than a year	(538,689)	
Donor-restricted endowment subject to spending policy rate (4.00%) and appropriation	(98,140)	4,192,451
Board-designated endowment	15,894,841	
Less: Board-designated endowment annual spending policy rate (4.00%)	(563,860)	15,330,981
Less total amounts not available to be used within one year		19,523,432
Financial assets available to meet general expenditures over the next year		$ 2,718,259

Endowment funds consist of donor-restricted endowments and funds designated by the Board to function as endowments. Income from donor-restricted endowments is restricted for specific purposes. The portion of endowment funds that are perpetual in nature are not available for general expenditure.

Board-designated endowment is subject to an annual spending rate as determined by the Board. Although there is no intention to spend from board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of its liquidity management plan, the Organization also has a $1,500,000 revolving line of credit available to meet cash flow needs.

4. Accounts Receivable

Accounts receivable consist of the following at December 31, 2019 and 2018:

	2019			2018		
	Receivable	Allowance	Net	Receivable	Allowance	Net
Grants receivable	$ 678,502	$ -	$ 678,502	$ 379,362	$ -	$ 379,362
Fees for service	584,728	(2,300)	582,428	338,650	(3,900)	334,750
Total	$ 1,263,230	$ (2,300)	$ 1,260,930	$ 718,012	$ (3,900)	$ 714,112

5. Prepaid Expenses

Prepaid expenses at year end relate primarily to prepaid insurance and contracts.

6. Investments

Investments at fair value consist of mutual funds totaling $18,887,020 and $16,140,394 at December 31, 2019 and 2018, respectively. During 2019, the Organization recognized $2,935,229 of net gains and losses on investments. Of that amount, $2,935,229 was recognized on investments of equity securities held at December 31, 2019.

Under the terms of the Organization's line of credit agreement (Note 9), the Organization has agreed not to pledge these investments as security on any other debt.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2019 was 4.25% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the December 31, 2019. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

Mutual funds: Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

7. Beneficial Interest Held in Trusts

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2019 and 2018, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was $858,994 and $800,624, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

Trust	Percentage Interest	2019	2018
Greenleaf	100%	$ 384,004	$ 350,806
Spaulding	100%	332,956	297,837
Cogswell	50%	261,147	230,324
Total		$ 978,107	$ 878,967

Beneficial interest held in trusts is reported at fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions.

8. Property, Equipment, and Depreciation

Property and equipment is comprised of the following at December 31, 2019 and 2018:

	2019	2018
Land and land improvements	$ 1,114,949	$ 1,114,949
Buildings and improvements	8,862,063	8,335,089
Furniture, fixtures, and equipment	843,251	796,686
Vehicles	107,581	107,581
Software	377,333	285,372
Construction in progress	5,415	38,870
Subtotal	11,310,592	10,678,547
Less accumulated depreciation	(4,850,210)	(4,320,042)
Total	$ 6,460,382	$ 6,358,505

9. Line of Credit

The Organization has a $1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2019 and was extended through June 30, 2020. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (4.75% at December 31, 2019), adjusted daily. At December 31, 2019, the balance on this line of credit was $529.

10. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold $5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As

a result, the cost of the interest rate swap for 2019 and 2018 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2019 and 2018, the Organization recorded the swap liability position of $1,072,580 and $885,525, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2019, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

Year		Amount
2020	$	150,000
2021		160,000
2022		165,000
2023		175,000
2024		180,000
Thereafter		3,235,000
Total	$	4,065,000

11. Deferred Loans - NHHFA

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is $550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is $700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

12. Endowment Funds

The Organization's endowment consists of various individual funds established for a variety of purposes. Endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Board-designated Endowment

As of December 31, 2019, the Board of Trustees had designated $15,894,841 of net assets without donor restrictions as a general endowment fund to support the mission of the Organization.

Donor-designated Endowments

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date for donor-restricted perpetual endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted net assets (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. The remaining portion of the donor-restricted endowment fund that is not classified as perpetually restricted is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

The Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization complies with UPMIFA and has interpreted UPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. The Organization had no underwater endowment funds at December 31, 2019.

Investment Policy

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the

structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

Spending Policy

The Organization's spending policy rate in 2019 was 4.25% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment net assets as of December 31, 2019 and changes in endowment net assets for the year ended December 31, 2019 are as follows:

		With Donor Restrictions				
	Without Donor Restrictions	Purpose Restricted	Cumulative Appreciation	Perpetually Restricted	Total	Total Net Endowment Assets
Endowment net assets, beginning of year	$ 14,007,444	$ -	$ 453,544	$ 1,679,406	$ 2,132,950	$ 16,140,394
Contributions	66,325	-	-	-	-	66,325
Appropriations from endowment	(625,249)	-	(74,751)	-	(74,751)	(700,000)
Temporary appropriation for purpose-restricted net assets	(538,689)	538,689	-	-	538,689	-
Investment income, net	2,985,010	-	395,291	-	395,291	3,380,301
Endowment net assets, end of year	$ 15,894,841	$ 538,689	$ 774,084	$ 1,679,406	$ 2,992,179	$ 18,887,020

13. Net Assets

Net assets without donor restriction are comprised of the following at December 31, 2019 and 2018:

	2019	2018
Undesignated net assets	$ 884,271	$ 366,244
Board designated endowment	15,894,841	14,007,444
Total	$ 16,779,112	$ 14,373,688

Net assets with donor restrictions are comprised of the following at December 31, 2019 and 2018:

	2019	2018
Subject to expenditure for specified purpose:		
Camp	$ 71,265	$ 113,699
Child abuse prevention	98,265	153,836
Family counseling	9,398	14,160
Family resource center	34,569	-
Homecare	111,587	92,430
Human trafficking	10,000	30,000
IT and other projects	108,522	208,891
Teen and youth	95,083	234,433
	538,689	847,449
Endowment:		
Accumulated earnings restricted by donors for:		
General operations	176,893	131,716
Camp operations	198,902	92,896
Other purposes	398,289	228,932
	774,084	453,544
Original gift restricted by donors for:		
General operations	133,407	133,407
Camp operations	548,988	548,988
Other purposes	997,011	997,011
	1,679,406	1,679,406
Total restricted endowment	2,453,490	2,132,950
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	1,837,101	1,679,591
Total	$ 4,829,280	$ 4,659,990

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the year ended December 31, 2019:

Satisfaction of purpose restrictions:	
Camp	$ 119,417
Child abuse prevention	150,071
Family counseling	41,834
Family resource center	2,211
Homecare	295,499
Human trafficking	50,000
IT and other projects	312,866
Teen and youth	222,349
	1,194,247
Restricted-purpose spending-rate distributions and appropriations:	
General operations	11,268
Camp operations	27,789
Other purposes	35,694
	74,751
Total	$ 1,268,998

14. Assistance to Individuals

The $716,800 in "Assistance to individuals" (see Consolidated Statement of Functional Expenses) is comprised of the following (rounded to the nearest thousand):

Payment to parents of foster children	$ 302
Housing assistance to youth at risk of homelessness	144
Gift cards provided to families during holiday season	59
Food for at risk youth	25
Other assistance such as medical, childcare, transportation, and family activities	186
Total	$ 716

15. Functionalized Expenses

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses

require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include clerical, IT, and administration, which are allocated to program and supporting services based primarily on a percentage of personnel costs related to programs and supporting services.

16. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2019 and 2018, respectively.

17. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that expired at various times during 2019. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled $182,763 and $182,368 for the years ended December 31, 2019 and 2018, respectively.

18. Related Party Transactions

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the year ended December 31, 2019, the total legal expense from related parties was $15,680.

19. Prior Period Restatement

Beginning net assets for 2019 have been increased by $170,231 to include the assets, liabilities, and net assets of The Children's Place and Parent Education Center, which is now included in these consolidated financial statements. On November 1, 2019 Waypoint's Board of Directors took over responsibility for this organization. The comparative totals that are presented with these consolidated financial statements have not been restated.

20. Concentration of Risk

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is

dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

21. Subsequent Events

Subsequent events have been evaluated through May 26, 2020, the date the consolidated financial statements were available to be issued.

The COVID-19 outbreak in the United States (and across the globe) has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on our individuals served, employees, and vendors, all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain. In response to the impact that COVID-19 has had on our Organization, a Paycheck Protection Program (PPP) Loan was applied for, and $1,741,500 received on April 24, 2020.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2019

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2019 Total
Salaries and wages	$ 392,683	$ 811,578	$ 1,797,236	$ 1,565,113	$ 359,348	$ 1,758,488	$ 88,632	$ 121,616	$ 7,144	$ 6,901,838	$ 814,197	$ 340,669	$ 8,056,704
Employee benefits	36,382	123,479	255,330	224,471	31,739	198,672	11,097	3,730	1,221	886,121	84,083	24,372	994,576
Payroll related costs	55,625	95,590	231,536	195,954	42,973	220,779	9,016	9,631	629	861,733	72,205	27,088	961,026
Mileage reimbursement	4,517	37,961	230,948	66,254	21,254	63,078	1,726	203	53	425,994	931	199	427,124
Contracted services	10,066	53,084	86,374	138,533	25,490	26,769	6,713	5,386	174,591	527,006	74,153	54,573	655,732
Accounting	-	-	-	-	-	-	-	-	-	-	31,699	-	31,699
Assistance to individuals	57	231,226	355,852	115,078	8	-	7,614	-	6,965	716,800	-	-	716,800
Communications	4,283	37,260	37,355	35,008	5,136	16,498	1,949	1,313	453	139,255	8,358	4,741	152,354
Conferences, conventions, meetings	1,480	5,540	4,918	8,887	868	9,187	350	16,987	272	48,489	5,949	3,600	58,038
Depreciation	8,408	130,051	49,246	44,442	8,408	8,408	4,804	2,402	70,762	326,931	39,920	-	366,851
In-kind contributions	-	45,647	42,367	-	-	-	-	-	-	88,014	-	-	88,014
Insurance	4,078	11,053	21,357	17,108	3,377	7,044	703	760	210	65,690	9,585	2,597	77,872
Interest	13,973	39,926	81,848	73,863	13,974	13,974	7,985	3,993	1,996	251,532	67,874	-	319,406
Legal	(7,826)	-	-	-	-	7,826	-	-	-	-	20,671	-	20,671
Membership dues	5,699	1,530	2,425	8,235	385	3,466	170	767	112	22,789	1,916	3,152	27,857
Miscellaneous	(28,712)	3,212	3,536	8,736	2,618	33,253	6,686	234	658	30,221	14,869	1,959	47,049
Occupancy	58,958	191,947	163,147	101,733	11,823	6,880	3,105	3,915	1,628	543,136	29,481	13,070	585,687
Printing and publications	1,565	4,042	3,924	10,568	1,356	5,734	1,020	951	158	29,318	2,803	29,732	61,853
Rental and equipment maintenance	(692)	14,221	28,684	26,300	4,936	11,373	2,754	1,414	756	89,746	24,229	6,542	120,517
Supplies	10,530	32,348	19,132	13,321	1,185	3,297	502	574	75	80,964	3,366	5,099	89,429
Travel	3,779	22,015	8,192	14,803	851	-	112	438	424	50,614	2,149	9	52,772
Total	$ 574,853	$ 1,891,710	$ 3,423,407	$ 2,668,407	$ 535,729	$ 2,394,726	$ 154,938	$ 174,314	$ 268,107	$ 12,086,191	$ 1,308,438	$ 517,402	$ 13,912,031

See Independent Auditors' Report.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2018

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2018 Total
Salaries and wages	$ 466,270	$ 940,297	$ 1,571,090	$ 1,435,811	$ 344,092	$ 1,649,913	$ 81,328	$ 118,831	$ 6,728	$ 6,614,360	$ 849,923	$ 316,127	$ 7,780,410
Employee benefits	39,799	135,622	190,979	181,757	33,660	144,054	12,964	2,883	897	742,615	66,141	19,071	827,827
Payroll related costs	56,967	100,911	173,279	161,282	37,294	196,825	7,437	9,278	521	743,794	65,549	25,122	834,465
Mileage reimbursement	5,860	41,849	249,506	66,137	18,647	59,274	1,294	69	156	442,792	1,878	413	445,083
Contracted services	28,809	43,507	95,385	165,055	20,355	23,246	9,429	2,312	171,937	560,035	96,132	6,553	662,720
Accounting	-	-	-	-	-	-	-	-	-	-	28,700	-	28,700
Assistance to individuals	5,064	190,794	368,345	133,826	-	3,014	10,071	-	7,494	718,608	-	-	718,608
Communications	8,493	38,575	41,973	33,808	4,940	16,451	1,998	1,522	584	148,344	10,147	8,249	166,740
Conferences, conventions, meetings	3,014	3,681	2,415	19,919	1,544	1,649	3	1,957	1	34,183	19,533	2,302	56,018
Depreciation	7,672	118,639	44,925	40,542	7,670	7,670	4,383	2,191	64,553	298,245	36,417	-	334,662
In-kind contributions	1,510	61,077	27,626	-	-	-	-	-	-	90,213	3,420	1,000	94,633
Insurance	5,681	11,048	17,880	15,802	3,228	6,877	711	775	168	62,170	9,468	2,466	74,104
Interest	13,902	39,721	81,429	73,485	13,903	13,903	7,944	3,972	1,986	250,245	67,527	-	317,772
Legal	-	-	-	-	-	-	-	-	-	-	3,949	-	3,949
Membership dues	1,531	1,254	1,224	7,241	8	6,366	3	502	3	18,132	7,947	3,913	29,992
Miscellaneous	1,647	4,518	6,725	3,475	1,052	5,881	648	174	232	24,352	13,167	2,674	40,193
Occupancy	45,179	148,763	140,092	111,318	10,107	27,452	3,222	3,597	5,889	495,619	41,188	11,700	548,507
Printing and publications	2,881	9,092	14,541	12,070	3,003	12,054	435	1,220	672	55,968	12,656	22,916	91,540
Rental and equipment maintenance	5,310	15,574	30,366	27,270	5,186	6,293	2,860	1,485	823	95,167	25,586	2,029	122,782
Supplies	10,874	26,700	21,931	17,739	3,589	12,408	654	719	71	94,685	17,700	2,655	115,040
Travel	958	36,453	4,662	14,225	989	3,233	134	147	464	61,265	3,144	356	64,765
Total	$ 711,421	$ 1,968,075	$ 3,084,373	$ 2,520,762	$ 509,267	$ 2,196,563	$ 145,518	$ 151,634	$ 263,179	$ 11,550,792	$ 1,380,172	$ 427,546	$ 13,358,510

See Independent Auditors' Report.

Waypoint
464 Chestnut Street
P.O. Box 448
Manchester, NH 03105
603-518-4000

Board of Trustees

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Tiffany Diamond

Jane Gile, SPHR, SHRM-SCP

Gwendolyn Gladstone

John Greene

Brad Kuster

Marilyn Mahoney

Holly Mintz, MD, C.P.E.

Lyndsee Paskalis

Shaylen Roberts, Esquire

Mark Rouvalis, Esquire

Jeffrey Seifert

Ken Sheldon

Stephanie Singleton

Jennifer Stebbins

Borja Alvarez de Toledo, M.Ed.

464 Chestnut St, Manchester, NH. 03105/ 603-782-6442
alvarezdetoledob@waypointnh.org

Professional Profile

- A seasoned leader with more than 18 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

Professional Experience

Waypoint, ***formerly Child and Family Services of New Hampshire***
Manchester, NH — December 2013- Present

~ President and CEO

- Responsible for program planning and development, insuring that Waypoint meets the community needs.
- Advance the public profile of Waypoint by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of Waypoint's assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

Riverside Community Care
Dedham, MA — 2009- 2013

~ Division Director, Child and Family Services

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a $17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

The Guidance Center, Inc.
Cambridge, MA — 1998 - 2009

~ Chief Operating Officer — 2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain — 1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain 1991 - 1998

~Adjunct Faculty

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

Centro Médico-Psicopedagógico
Madrid, Spain 1994 - 1997

~Clinical Coordinator/Director of Training.

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

ITAD (Institute for Alcohol and Drug Treatment),
Madrid, Spain 1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

- Provided evaluation and treatment for chemically dependent adults and their families.

~ Senior Family Therapist, Couples and Family Therapy Program

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

Charles River Health Management
Boston, MA 1989 - 1991

~ Senior Family Therapist, Home Basod Family Treatment Program.

Education

Graduate Certificate of Business
University of Massachusetts, Lowell, 2000.
Master's Degree in Education
Counseling Psychology Program. Boston University, 1989.
B.A. in Clinical Psychology
Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

2009 Ayers,S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.) ,*Social Worker's Desk Reference* (2nd ed.),New York: Oxford University Press, 2009

2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field.* Presented at the 19th Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.

2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care.* Symposium presented at the 14th Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.

2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention.* In Lightburn, A., P. Sessions. Handbook of Community Based Clinical Practice. Oxford University Press, 2006, England.

2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program.* In Newman, .C, C. Liberton, K. Kutash and R. Friedman, (Eds.) A System of Care for Children's Mental Health: Expanding the Research Base (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.

1994-98 Research papers and professional presentations in peer reviewed journals in Spain

Languages

Fluent in Spanish, French and Italian.

COLLEEN M. IVES

[redacted]

CHIEF OPERATING OFFICER

Proactive executive with a formidable record of driving systemic change and business expansion. Nimble administrator with strategic planning, business process improvement, cost controls and performance management experience. Collaborative leader with inspirational and decisive management style who achieves exceptional, rather than expected, results. Catalyst for open communications towards a climate of learning to benefit company and individuals.

PROFESSIONAL EXPERIENCE

WAYPOINT, Manchester, NH • 2018-Present
Statewide private nonprofit that works to advance the well-being of children and families through an array of community-based services.

Chief Operating Officer
- Oversees all aspects of program delivery including; fiscal and personnel management, quality assurance and program development

ROCKPORT MORTGAGE CORPORATION, Gloucester, MA • 2008-2017
Leading national lender of US Housing & Urban Development insured commercial loans in healthcare, multifamily and affordable housing sectors.

Vice President, Operations & Quality Control
- Report to principals with overall responsibility for achieving strategic objectives through oversight of the day-to-day operations of five multi-disciplinary underwriting teams by providing support at the transactional level as well as in the development of procedures and operating practices to match RMC's continued growth.
- Ensure RMC'S compliance with their federally mandated Quality Control Plan through employee development initiatives, monitoring of RMC'S operational practices while integrating new HUD directives into RMC'S existing best practices.

IVES DEVELOPMENT ASSOCIATES, Manchester, NH • 2005-2016
Consultancy providing strategic planning and leadership development to public, private and nonprofit companies throughout New England.

Principal
Design and facilitate customized corporate retreats, including strategic planning sessions, executive and Board of Directors' training and development, creation or re-affirmation of vision, mission and values and efforts to re-align leadership around key priorities and future direction of the organization. Integrate opportunities to shift organizational culture to more open and candid communications.
- Led an 18-month comprehensive change initiative that:
  - Resulted in the development of a transition plan for the assimilation of an Interim Executive Director including an operations plan that aimed to recalibrate the culture;
- Transformed climate of accountability for a $55M client by implementing Balanced Scorecard strategic measurement system. Designed, coordinated and facilitated on-site internal and external analysis of 11 retail locations in 9 states, analyzing threats and weaknesses in business to build a platform for growth.

CAREER NOTE: Concurrent with consulting enterprise (2006 – 2010), designed and taught introductory and upper level psychology and sociology courses at Granite State College in Concord, Manchester and Portsmouth, New Hampshire.

GRANITE STATE INDEPENDENT LIVING, Concord, NH • 2001-2005
Statewide nonprofit offering long-term care, employment, transportation, advocacy, and other community-based services.

Acting Executive Director & Chief Operating Officer
Led internal operations, including service and program delivery, finance, human resources, fundraising and marketing. Transformed organization's culture by promoting a climate of excellence, systemic solutions and learning that benefited the organization and individual employees. Evaluated operational results and facilitated business processes and controls that promoted efficiency and internal information flow. Developed short- and long-range operating plans. Supported up to 14 management-level employees, staff of 90, and $13M annual operating budget. Held complete performance management authority as well as autonomy to engage in private and state/federal contracts.

- Increased revenue by 78% with more effective grant administration, successful applications for new competitive grants, initiating a comprehensive development / fundraising plan, and increasing the fee-for-service lines of business.
- Increased consumers served from 400 to 3,000+ individuals within three-year period by restructuring existing programs, developing new programs and increasing program accountability with monthly management reports.
- Established foundation for 36-month capacity building plan to enhance infrastructure and overall operations by conducting full organizational audit and successfully presenting to Board of Directors.
- Expanded services and leveraged long-term grant opportunity through company acquisition. Successfully integrated organizational cultures and business practices, including human resource policies, management teams and compensation/benefits.
- Recommended, designed and implemented internal controls and operating procedures for all departments (Human Resources, Finance, Public Relations/ Development, Long-Term Care, Community Living and Employment Services).
- Increased efficiency, raised credibility of financial reporting and reduced headcount by implementing state of the art technology with expertise of retained IT consultant.

NEW HAMPSHIRE DEPARTMENT OF EDUCATION, VOCATIONAL REHABILITATION, SERVICES FOR BLIND AND VISUALLY IMPAIRED, Concord, NH • 1992-2000
Statewide organization providing Registry of Legal Blindness, Sight Services for Independent Living, Vocational Rehabilitation and a Business Enterprise program.

Statewide Director
Managed professional staff of 8 to deliver services that included 15 statewide rehabilitative support groups, career counseling and vending machine/food service enterprises in State and Federal buildings.

- Awarded $1.2M 3-year federal grant to provide peer support services in 15 locations across the state
- Led Department to highest rank in standards and benchmarks among 7 other regional offices.
- Enhanced team atmosphere by integrating 4 distinct statewide programs into a cohesive unit.
- Cultivated relationships and formal partnerships with various stakeholders in the statewide network of social and human services and employment arenas.

EDUCATION

Doctorate in Human and Organizational Systems
Master of Arts in Human Development
Fielding Graduate University, Santa Barbara, California

Master of Arts/CAGS in Rehabilitation Counseling
Bachelor of Arts in Psychology and Philosophy
Assumption College, Worcester, Massachusetts

Gina Corey Ferrante, C.P.A.

[redacted]

Core Skills:

- System Integration
- Internal Controls
- Audit Preparation
- Policies and Procedures
- Budget Preparation and Analysis
- Streamlining accounting processes

Work Experience:

Community Teamwork, Inc. 2013-2019 Lowell, Massachusetts
Director of Finance and Accounting
Reporting to the CFO, manage staff in the accounting department and coordinating annual budget for $90 million agency providing housing, WIC, Energy and Child Care Services to low-income individuals

- Prepare agency cost allocations
- Ensure compliance with agency's 150 federal, state and private contracts
- Prepare agency budgets and analyze financial results
- Analyze and improve accounting processes and fiscal controls throughout the agency
- Oversees the financial management of the organization and monitoring of organizational performance and fiscal controls
- Coordinate Annual Audit and review Accounting Pronouncements for applicability

Michael F. Reilly, PC 2006-2013 Haverhill, Massachusetts
Audit Manager

- Planned and managed the audit process for several non-public companies and not-for-profit organizations including the Northern Essex Community College Foundation, ARC of Northeast Haverhill and Simple Living, Inc.
- Worked with clients to help improve efficiencies and establish accounting controls
- Prepared tax returns for individuals and non-public and not-for-profit corporations

Digital Equipment Corporation 1987-1992 Acton, Massachusetts
Accounting Systems Analyst

- Designed and installed accounting systems for Digital and Digital customers
  Internal Auditor
- Audited departments internal to Digital in preparation for the outside auditors

Epsilon Data Management 1985-1987 Burlington, Massachusetts
Director of Accounting

- Managed the monthly/quarterly closing process
- Prepared financial statements (B/S, P&L, & Cash flows)
- Performed analytical analysis
- Managed, supported and prepared the quarterly and year-end audit schedules

Ryder Systems, Inc. 1984-1985 Miami, Florida
Manager of Accounting

- Managed the monthly/quarterly closing process
- Prepared financial statements (B/S, P&L, & Cash flows)
- Performed analytical analysis
- Prepared the quarterly and year-end audit schedules

Price Waterhouse 1981-1984 Miami, Florida
Senior Accountant

- Planned, and managed the audit process for several non-public companies including the Miami Dolphins, and area construction companies
- Prepared tax returns for individuals and small corporations during the busy season

Education:

Florida International University
Masters of Science in Taxation

University of Miami
BBA Accounting

Systems: Abila Fund Accounting, Office (Word, Excel, PowerPoint), Outlook, QuickBooks, Profx

Family Support Specialist

Full-time Family Connections Center, Berlin

SCOPE OF WORK: To help provide family support to incarcerated fathers and their families at the Family Connections Center at the Northern NH Correctional Facility for men in Berlin, NH. All activities involve working in close and immediate contact with incarcerated fathers, while maintaining security in the institution.

ACCOUNTABILITIES: may include some or all of the following:

- Schedules, monitors and assesses video/tele-visitation (Zoom or Skype program) between the incarcerated parents and their children. Will fill out a narrative on interactions between parents and their children, be trained and fill out the *FCC PARENT & STAFF TELE-VISIT EVALUATION*. Must record event and make a note in the NHDOC database, CORIS, indicating that a visit took place.
- Schedule and monitor Family Ties family counseling sessions or Family Reentry Planning via tele-visiting
- Reviewing and packing books and recorded audiotapes to be sent to the children of incarcerated parents
- Facilitate weekly parenting support groups
- Teach parenting class
- Answer request slips from residents
- Facilitate FCC Orientation groups

SPECIAL REQUIREMENTS:

Being a NHDOC employee (not working in FCC) or successful completion of the NH Department of Corrections volunteer training, including passing a criminal background check.

MINIMUM QUALIFICATIONS:

Education: Associate's degree from a recognized college or technical institute with major study in child development, family studies, social services, psychology, sociology or related field.

Experience: Three year's experience in a responsible family education/support/child development field, can include some experience in Corrections.

Shifts: 40 hours per week at $18.5/hour. This is a grant position and paychecks will be issued from Waypoint. Funding is guaranteed until June 30, 2021 with a possibility of being funded for another year.

If you are interested, please contact Kristina Toth at 603.271.2255 and/or email a resume and letter of interest to Kristina.toth@doc.nh.gov

Family Support Specialist

Part-time Family Connections Center, Concord

SCOPE OF WORK: To help provide family support to incarcerated fathers and/or mothers and their families at the Family Connections Center at the NH State Prison for men or women in Concord, NH. All activities involve working in close and immediate contact with incarcerated fathers and/or mothers, while maintaining security in the institution.

ACCOUNTABILITIES: may include some or all of the following:

- Schedules, monitors and assesses video/tele-visitation (Zoom or Skype program) between the incarcerated parents and their children. Will fill out a narrative on interactions between parents and their children, be trained and fill out the *FCC PARENT & STAFF TELE-VISIT EVALUATION*. Must record event and make a note in the NHDOC database, CORIS, indicating that a visit took place.
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MINIMUM QUALIFICATIONS:

Education: Associate's degree from a recognized college or technical institute with major study in child development, family studies, social services, psychology, sociology or related field.

Experience: Three year's experience in a responsible family education/support/child development field, can include some experience in Corrections.

Shifts: Looking for one or two evenings, about 10-20 hours per week at $18.5/hour. This is a grant position and paychecks will be from Waypoint. Funding is guaranteed until June 30, 2021 with a possibility of being funded for another year.

If you are interested, please contact Kristina Toth at 603.271.2255 and/or email a resume and letter of interest to Kristina.toth@doc.nh.gov

Waypoint
464 Chestnut Street
P.O. Box 448
Manchester, NH 03105
603-518-4000

Key Personnel

Curriculum Development Services				
Name	**Job Title**	**Salary**	**% Paid from this Contract**	**Amount Paid from this Contract**
Borja Alvarez de Toledo	Chief Executive Officer	$185,411	%0.00	$0.00
Colleen Ives	Chief Operating Officer	$114,400	%0.00	$0.00
Gina Ferrante	Chief Financial Officer	$115,000	%0.00	$0.00