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STATE OF NEW HAMPSHIRE

DEPARTMENT OF CORRECTIONS

DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

Helen E. Hanks
Commissioner

Jonathan K. Hanson
Director

June 13, 2023

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a **sole source** amendment to an existing contract, Amendment Agreement #1, with Waypoint (VC 177166), Manchester NH, for parental assistance services, contingent upon acceptance of the Memorandum of Understanding (MOU) from the Department of Health and Human Services (DHHS), Division of Public Health Community Collaboration to support the continuation of family focused parenting curriculums for incarcerated men and women participating in the Family Connections Center (FCC) programs by increasing the price limitation by $152,117.76 from $144,880.00 to $296,997.76 and by extending the completion date from June 30, 2023 to June 30, 2025 effective upon Governor and Executive Council approval. The original contract was by the Governor and Executive Council on September 15, 2021, Item #43. 100% Transfer from Other Agency Funds (DHHS).

Funding is anticipated to be available in account, *FCC Parental Assistance:* 02-46-46-465010-80390000-102-500731 for Fiscal Years 2024 and 2025 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Waypoint Original Contract

Account	Description	FY 2022-2023	FY 2024	FY 2025	Total
02-46-46-465010-80390000-102-500731	Contracts for Program Services	$144,880.00	-	-	$144,880.00

Waypoint Amendment Agreement #1

Account	Description	FY 2022-2023	FY 2024	FY 2025	Total
02-46-46-465010-80390000-102-500731	Contracts for Program Services	-	$76,058.88	$76,058.88	$152,117.76

Total Contract Amount	$144,880.00	$76,058.88	$76,058.88	$296,997.76

EXPLANATION

This contract is a **sole source** contract as Waypoint is the only statewide social services agency in New Hampshire that has provided services to the NH Department of Corrections in support of families affected by incarceration. Waypoint is a statewide non-profit organization with a wide array of social services and advocacy, to include support and educational services for family preservation and strengthening family ties and ensure the healthy development of children. Waypoint currently provides personnel, which facilitate Family Connections Center family support programs, parental educational and evidence-based curriculum development, tele-visits between parents and children, and programs required by the NH Court system at the New Hampshire Correctional Facility for Women (NHCF/W) in Concord and the Northern New Hampshire Correctional Facility (NNHCF) in Berlin. This Waypoint contract will continue to parallel family support services and educational programs, assist in child and parent visitation, and deliver social-emotional supports for the children of residents at the NH State Prison for Men (NHSP/M) in Concord.

The Family Connection Center (FCC) is a Family Resource Center located within all three NH correctional facilities. Additionally, FCC staff provide support and services to incarcerated parents residing in reduced custody housing to include the Transitional Work Center and the three Transitional Housing Units. The FCC provides numerous educational support programs within the institutional setting and works closely with state and community-based agencies for external support and collaboration.

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, psychological challenges, and poor physical health which increases the risk of early mortality. In an effort to reduce such adverse consequences, the Family Connections Centers within the NH Department of Corrections provides supportive services to families affected by incarceration. A continuation of the increase in resources will assist the Center's goals in expanding services to children and families affected by incarceration while strengthening the relationship between incarcerated parent and child, thus increasing the prosocial factors and offsetting the adverse experiences.

Extension of the contract will provide family case management to residents with ongoing Division for Children, Youth and Families (DCYF) cases and would allow an increase in participation by 20% over the two-year contract.

Source of Funds: 100% Transfer from Other Agency (General Funds at origin).

Respectfully Submitted,

Sarah E Hanson, for Helen Hanks

Helen E. Hanks
Commissioner

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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("NHDOC" or "State" or "Department"), and Waypoint, ("Contractor"), a New Hampshire with a place of business at 464 Chestnut Street, Manchester, NH 03102.

WHEREAS, pursuant to a Contract approved by the Governor and Executive Council on September 15, 2021, Item #43 with an effective date of July 1, 2020, the Contractor agreed to perform parental assistance services based upon the terms and conditions specified in the original Agreement as amended and in consideration of certain sums specified; and

WHEREAS, the State and Contractor have agreed to make changes to the completion date, and price limitation of the Agreement; and

WHEREAS, pursuant to the General Provisions, Paragraph 2., Performance Period, the State may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Contractor performance, Commissioner approval, continued appropriation and Governor and Executive Council (G&C) approval only by an instrument in writing signed by the parties; and

WHEREAS, the parties agree to extend the Agreement for two (2) additional years and increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "June 30, 2025".
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "$296,997.76" a total increase of "152,117.76".
3. Scope of Services, Exhibit B, Section 2., Performance Period, to read:
   "Amendment #1 exercises the option to renew for one (1) additional period of up to two (2) years and shall become effective upon Governor and Executive Council for the period of July 1, 2023 through June 30, 2025 with the approval of the Commissioner of the NH Department of Corrections (NHDOC) and upon Governor and Executive Council (G&C) approval."
4. That all other provisions of the original Agreement shall remain in full force and effect.

SIGNATURE PAGE TO AMENDMENT AGREEMENT #1 TO: Parental Assistance Services.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: Grace Hanson, for Helen Hanks
Name: Helen E. Hanks
Title: Commissioner
Date: 6/13/23

Waypoint

By:
Name: Borja Alvarez de Toldeo
Title: President
Date: 6/12/23

STATE OF NH

COUNTY OF Hillsborough

On this 12th day of June 20 23 before me, Jeannie Wall the undersigned officer, personally appeared Borja Alvarez de Toledo known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

JEANNIE WALL
MY COMM. EXPIRES
NOTARY
PUBLIC
03/08/2028
NEW HAMPSHIRE

Notary Public/Justice of the Peace

My Commission Expires: 3/8/2028

Approval by N.H. Attorney General
(Form, Substance and Execution)

6/13/23
Date

Approved by the N.H. Governor and Executive Council

Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: **0006222798**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of May A.D. 2023.

David M. Scanlan

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

WAYPOINT
Help Along the Way

Formerly
CHILD AND FAMILY SERVICES

CERTIFICATE OF VOTE

I, MARK C. ROUVALIS, Board Chair, do hereby certify that:

1. I am a duly elected Officer of WAYPOINT.

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:

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, and any of its agencies or departments.

RESOLVED: That the PRESIDENT AND CEO 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 of the Agency.

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

5/31/23
Date

Mark C. Rouvalis
Mark C. Rouvalis, Board Chair

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2023

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
FIAI/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: manch.certs@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 Cas. & Surety Co of America	31194
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Waypoint
Po Box 448
Manchester NH 03105

COVERAGES **CERTIFICATE NUMBER:** 22-23 All w/Prof **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			PHPK2435600	07/01/2022	07/01/2023	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
							Each incident $1M	$ 2,000,000- Agg
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2435606	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB822644	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
							Umb includes Prof Liab	$
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		HCHS20230000576 (3a.) NH	01/01/2023	01/01/2024	[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	04/01/2021	04/01/2024	Limit	$500,000
							Deductible	$500

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of New Hampshire Attn: NH Department of Corrections
PO Box 1806
Concord NH 03302

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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WELCOME TO WAYPOINT!

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

WAYPOINT

Help Along the Way

WAYPOINT

Consolidated Financial Statements and Supplementary Information
For the Year Ended December 31, 2022

(With Independent Auditor's Report Thereon)

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MELANSON

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
Waypoint

Report on the Audit of the Consolidated Financial Statements

Opinion
We have audited the consolidated financial statements of Waypoint, which comprise the consolidated statement of financial position as of December 31, 2022, 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.

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

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Waypoint and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about

Waypoint's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

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

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

MELANSON

Report on Summarized Comparative Information

We have previously audited Waypoint's 2021 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated April 12, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2021 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Supplementary 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 2022 and 2021 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 10, 2023 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 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

Merrimack, New Hampshire
May 10, 2023

WAYPOINT

Consolidated Statement of Financial Position
December 31, 2022
(with comparative totals as of December 31, 2021)

	2022			
	Without Donor Restrictions	With Donor Restrictions	2022 Total	2021 Total
Assets				
Current Assets:				
Cash and cash equivalents	$ 712,445	$ -	$ 712,445	$ 1,337,022
Restricted cash	76,756	-	76,756	74,103
Accounts receivable, net	801,732	-	801,732	650,657
Grants receivable	1,274,880	-	1,274,880	639,234
Prepaid expenses	587,001	-	587,001	311,664
Total Current Assets	3,452,814	-	3,452,814	3,012,680
Noncurrent Assets:				
Investments	14,896,850	3,671,919	18,568,769	23,526,432
Beneficial interest held in trusts	-	2,020,741	2,020,741	2,202,347
Property and equipment, net	10,105,143	-	10,105,143	6,677,229
Operating right-of-use asset, net	334,034	-	334,034	-
Total Noncurrent Assets	25,336,027	5,692,660	31,028,687	32,406,008
Total Assets	$ 28,788,841	$ 5,692,660	$ 34,481,501	$ 35,418,688
Liabilities and Net Assets				
Current Liabilities:				
Accounts payable	$ 246,312	$ -	$ 246,312	$ 290,378
Accrued payroll and related liabilities	891,489	-	891,489	598,828
Other liabilities	205,887	-	205,887	63,699
Current portion of bonds payable	175,000	-	175,000	165,000
Current portion of operating lease liability	175,381	-	175,381	-
Refundable advances	443,742	-	443,742	660,937
Total Current Liabilities	2,137,811	-	2,137,811	1,778,842
Noncurrent Liabilities:				
Bonds payable, net of current portion	3,355,167	-	3,355,167	3,590,000
Operating lease liability, net of current portion	160,212	-	160,212	-
Deferred loans - NHHFA	1,250,000	-	1,250,000	1,250,000
Interest rate swap agreements	399,935	-	399,935	993,557
Total Noncurrent Liabilities	5,165,314	-	5,165,314	5,833,557
Total Liabilities	7,303,125	-	7,303,125	7,612,399
Net Assets:				
Without donor restrictions	21,485,716	-	21,485,716	20,919,645
With donor restrictions	-	5,692,660	5,692,660	6,886,644
Total Net Assets	21,485,716	5,692,660	27,178,376	27,806,289
Total Liabilities and Net Assets	$ 28,788,841	$ 5,692,660	$ 34,481,501	$ 35,418,688

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

WAYPOINT

Consolidated Statement of Activities
For the Year Ended December 31, 2022
(with summarized comparative totals for the year ended December 31, 2021)

	2022			
	Without Donor Restrictions	With Donor Restrictions	2022 Total	2021 Total
Support and Revenue				
Support:				
Government grants	$ 9,800,690	$ -	$ 9,800,690	$ 8,916,060
Contributions	740,809	2,100,152	2,840,961	2,159,537
In-kind contributions	48,536	-	48,536	33,700
Special events:				
Gross revenue	224,603	392,352	616,955	443,686
Less cost of direct benefit to donors	(153,690)	-	(153,690)	(56,246)
Net special events revenue	70,913	392,352	463,265	387,440
Revenue:				
Service fees	6,200,380	-	6,200,380	5,511,187
Other income	40,684	-	40,684	21,655
Net Assets Released From Restrictions:				
Program releases	2,966,121	(2,966,121)	-	-
Endowment releases	89,703	(89,703)	-	-
Endowment Transfer to Support Operations	842,559	-	842,559	643,173
Total Support and Revenue	20,800,395	(563,320)	20,237,075	17,672,752
Operating Expenses				
Program services	15,261,737	-	15,261,737	13,488,186
Management and general	2,816,820	-	2,816,820	2,533,833
Fundraising	795,129	-	795,129	647,250
Total Operating Expenses	18,873,686	-	18,873,686	16,669,269
Change in Net Assets From Operations	1,926,709	(563,320)	1,363,389	1,003,483
Nonoperating Activities				
Investment income (loss), net	(3,647,593)	(449,057)	(4,096,650)	2,881,542
Unrealized gain (loss) on interest rate swap	593,622	-	593,622	289,196
Gain on the sale of asset	241,592	-	241,592	-
Change in beneficial interest	-	(413,854)	(413,854)	214,476
Interest income	4,744	-	4,744	1,249
Endowment transfer to support operations	(842,559)	-	(842,559)	(643,173)
Transfer of assets from Richie McFarland Children's Center (Note 21)	2,289,556	232,247	2,521,803	-
Total Nonoperating Activities	(1,360,638)	(630,664)	(1,991,302)	2,743,290
Change in Net Assets	566,071	(1,193,984)	(627,913)	3,746,773
Net Assets, Beginning of Year	20,919,645	6,886,644	27,806,289	24,059,516
Net Assets, End of Year	$ 21,485,716	$ 5,692,660	$ 27,178,376	$ 27,806,289

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

WAYPOINT

Consolidated Statement of Functional Expenses
For the Year Ended December 31, 2022
(with summarized comparative totals for the year ended December 31, 2021)

	2022				
	Program Services	Management and General	Fundraising	2022 Total	2021 Total
	$ 8,769,046	$ 1,441,503	$ 508,864	$ 10,719,413	$ 9,650,270
	1,324,206	156,284	44,810	1,525,300	1,270,901
	92,034	20,467	8,898	121,399	101,614
	874,069	112,764	39,253	1,026,086	885,256
	360,146	9,703	1,747	371,596	236,673
	648,579	370,654	160,215	1,179,448	1,309,317
	12,068,080	2,111,375	763,787	14,943,242	13,454,031
	75	51,055	-	51,130	35,380
	1,100,071	717	50,017	1,150,805	901,544
	184,344	32,935	12,811	230,090	212,681
	132,818	49,868	2,628	185,314	100,827
	320,715	170,620	8,600	499,935	458,709
	79,551	15,794	2,532	97,877	64,578
	222,898	22,106	6,388	251,392	233,409
	2,044	16,617	-	18,661	12,543
	28,105	26,169	2,437	56,711	60,902
	38,075	34,413	8,675	81,163	60,596
	732,997	54,952	11,895	799,844	667,827
	29,688	29,232	67,493	126,413	70,853
	157,766	174,987	8,806	341,559	247,684
	143,892	12,963	2,740	159,595	123,453
	20,618	13,017	10	33,645	20,498
	15,261,737	2,816,820	948,819	19,027,376	16,725,515
ment of Activities:					
	-	-	(153,690)	(153,690)	(56,246)
ement of Activities	$ 15,261,737	$ 2,816,820	$ 795,129	$ 18,873,686	$ 16,669,269

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

WAYPOINT

Consolidated Statement of Cash Flows
For the Year Ended December 31, 2022
(with comparative totals for the year ended December 31, 2021)

	2022	2021
Cash Flows From Operating Activities		
Change in net assets	$ (627,913)	$ 3,746,773
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	499,935	458,709
Disposals of fixed assets	242,906	1,889
Amortization of operating right-of-use assets	173,740	-
Contributions restricted for endowment	(71,249)	-
Realized (gain) loss on investments	(171,631)	(1,462,149)
Unrealized (gain) loss on investments	4,768,167	(1,028,032)
Change in beneficial interest in trusts	413,854	(214,476)
Change in interest rate swap	(593,622)	(289,196)
RMCC fixed assets and beneficial interest (Note 21)	(1,332,247)	-
Changes in operating assets and liabilities:		
Accounts receivable	(151,075)	(295,049)
Grants receivable	(635,646)	205,925
Prepaid expenses	(275,337)	(134,246)
Accounts payable	(44,066)	(30,492)
Accrued payroll and related liabilities	292,661	60,092
Other liabilities	142,188	(1,200)
Refundable advances	(217,195)	(1,868,372)
Operating lease liability	(172,182)	-
Net Cash Provided (Used) By Operating Activities	2,241,288	(849,824)
Cash Flows From Investing Activities		
Purchases of investments	(571,135)	(401,514)
Proceeds from sale of investments	932,262	697,285
Purchase of fixed assets	(3,070,755)	(700,247)
Net Cash Used By Investing Activities	(2,709,628)	(404,476)
Cash Flows From Financing Activities		
Contributions restricted for endowment	71,249	-
Proceeds from line of credit	-	4,841,239
Principal payments on line of credit	-	(4,841,239)
Payment of long-term debt	(224,833)	(160,000)
Net Cash Used By Financing Activities	(153,584)	(160,000)
Net Change in Cash and Cash Equivalents and Restricted Cash	(621,924)	(1,414,300)
Cash and Cash Equivalents, and Restricted Cash, Beginning of Year	1,411,125	2,825,425
Cash and Cash Equivalents, and Restricted Cash, End of Year	$ 789,201	$ 1,411,125
Supplmental Disclosure of Cash Flow Information:		
Cash paid during the year for interest	$ 251,392	$ 233,409
Supplemental Disclosure of Non-cash Investing Activity:		
RMCC fixed assets and beneficial interest (Note 21)	$ 1,332,247	$ -
As reported in the Consolidated Statement of Financial Position, cash balance consists of:		
Cash and cash equivalents	$ 712,445	$ 1,337,022
Restricted cash	76,756	74,103
Total cash, cash equivalents, and restricted cash	$ 789,201	$ 1,411,125

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

1. Organization

Waypoint (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 6,800 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:

Family Support
Nearly 2,700 individuals received assistance through the Early Childhood and Family Support programs. Parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. 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
The Early Support and Services program 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.

Partners in Health
Family Support Coordinators provide a variety of services to families who have a child with a chronic health condition. Services include identifying needs and helping access available resources, working with schools, insurance companies and health care providers and creating social and recreational opportunities with other families that share similar concerns.

The Children's Place and Parent Education Center
The Children's Place and Parent Education Center (TCP) in Concord, NH provides both educational and social programs and services to strengthen and enrich the lives of families with children, two months through six years old.

Family Preservation
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 to 3,000 individuals 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.

Community Based Voluntary Services
The Organization works with families at risk to equip them with the skills and tools to overcome life challenges and prevent the need for state involvement. The program partners with families to recognize their strengths and find solutions to everyday problems by removing barriers, tailoring services to their needs, and enhancing access to resources and connections.

Runaway and Homeless Youth Services
The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. In 2022, over 700 individuals were served. 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 operates the only shelter specifically for adults aged 18-24 who are experiencing or are at-risk of homelessness. 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.

Home Care

The Organization helps 460 seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. 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

The New Hampshire Children's Lobby

Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Waypoint. 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.

Resources for Families Affected by Incarceration

A variety of programs and services are available that support the needs of incarcerated parents, their children, and the parents/caregivers of the child during the period of incarceration. This program is a partnership between Waypoint, New Hampshire Family Resource Centers, Family Connections Center-NHDOC and New Hampshire Jails.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies used in preparing and presenting the accompanying consolidated financial statements.

Basis of Financial Statement Presentation

The consolidated financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

Change in Accounting Principle

ASU 2016-02, Leases

Effective January 1, 2022, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. The Organization determines if an arrangement contains a lease at inception based on whether the Organization has the right to control the asset during the contract period and other facts and circumstances. The Organization elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed it to carry forward the historical lease classification. The Organization elected the short-term lease recognition exemption for all leases that qualify. Consequently, for those leases that qualify, the Organization will not recognize right-of-use assets or lease liabilities on the Statement of Financial Position. The Organization generally does not have access to the rate implicit in the lease and, therefore, the Organization utilizes a risk-free rate as the discount rate.

The adoption of ASC 842 resulted in the recognition of right-to-use assets of $507,774 and operating lease liabilities of $507,774 as of January 1, 2022. Results for periods beginning prior to January 1, 2022 continue to be reported in accordance with the Organization's historical accounting treatment. The adoption of ASC 842 did not have a material impact on the Organization's results of operations and cash flows.

See *Summary of Significant Accounting Policies, Leases*, for further discussion of the effects of adopting ASC 842 on the Organization's significant accounting policies.

ASU 2020-07, Contributed Nonfinancial Assets
In 2022, the Organization retrospectively adopted Accounting Standards Update (ASU) 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The new guidance requires nonprofit entities to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. The standard also increases the disclosure requirements around contributed nonfinancial assets, including disaggregating by category the types of contributed nonfinancial assets a nonprofit entity has received. Adoption of this standard did not have a significant impact on the financial statements, with the exception of increased disclosure.

Principles of Consolidation
The consolidated financial statements include Waypoint and Child and Family Realty Corporation, commonly controlled organizations. All inter-organization transactions have been eliminated. Unless otherwise noted, these consolidated entities are hereinafter referred to as "the Organization".

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 GAAP Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2021, 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.

Grants Receivable
Grants receivable, 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 substantially met. Amounts recorded as grants receivable represent cost-reimbursable contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectible grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

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 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, and taking into consideration donor restrictions related to the treatment of investment earnings.

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 $5,000 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. 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 2022 or 2021.

Leases

The Organization is a lessee in several noncancellable operating leases, for office space and equipment. The Organization determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are changed. The Organization recognizes a lease liability and a right-of-use (ROU) asset at the commencement date of the lease. The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. The Organization generally does not have access to the rate implicit in the lease and, therefore, the Organization utilizes a risk-free rate as the discount rate at the lease commencement date for all classes of underlying assets. The ROU asset is subsequently measured throughout the lease term at the amount of the remeasured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. Lease cost for lease payments is recognized on a straight-line basis over the lease term.

The Organization has elected, for all underlying classes of assets, to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less at lease commencement, and do not include an option to purchase the underlying asset that the Organization is reasonably certain to exercise. The Organization recognizes lease costs associated with short-term leases on a straight-line basis over the lease term.

The Organization has lease agreements with lease and non-lease components, which are generally accounted for separately. The Organization has elected, for all underlying classes of assets, to account for each separate lease component of a contract and its associated non-lease components (repairs and maintenance) as a single lease component. For arrangements accounted for as a single lease component, there may be variability in future lease payments as the amount of the non-lease components is typically revised from one period to the next. These variable lease payments are recognized in operating expenses in the period in which the obligation for those payments was incurred.

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.

Net Assets Without Donor Restrictions
Net assets available for use in general operations and not subject to donor (or certain grantor) imposed 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. The Organization recognizes revenue from contributions and grants that were initially conditional, which became unconditional with restrictions during the reporting period, and for which those restrictions were met during the reporting period, as net assets without donor restrictions.

Revenue and Revenue Recognition
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 Consolidated Statement of Financial Position.

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.

Revenues derived from providing program services are recognized as the services are provided. Program service 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 financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by GAAP. GAAP allows recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

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.

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 salary and benefits, which are allocated based on time and effort estimates, and occupancy costs and depreciation which are allocated based on personnel count at the location.

Measure of Operations

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and nonoperating 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. Nonoperating 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, and changes in the value of beneficial interests and interest rate swaps.

Income Taxes

Waypoint has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. 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.

Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make 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.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash deposits 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 receivables 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 or liability within the hierarchy is based upon the pricing transparency of the asset or liability and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending December 31, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated 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, were comprised of the following at December 31, 2022 and 2021:

	2022	2021
Financial assets at year end:		
Cash and cash equivalents	$ 712,445	$ 1,337,022
Restricted cash	76,756	74,103
Accounts receivable, net	801,732	650,657
Grants receivable	1,274,880	639,234
Investments	18,568,769	23,526,432
Beneficial interest held in trusts	2,020,741	2,202,347
Total financial assets	23,455,323	28,429,795
Less amounts not available to be used within one year:		
Restricted cash not available for general expenditure	76,756	74,103
Net assets with donor restrictions	5,692,660	6,886,644
Less:		
Net assets with purpose restrictions to be met in less than a year	(1,133,668)	(1,678,535)
Donor-restricted endowment subject to spending policy rate and appropriation	(73,998)	(120,230)
Board-designated endowment	14,896,850	18,842,135
Less:		
Board-designated endowment annual spending policy rate and appropriation	(868,594)	(541,770)
Total amounts not available to be used within one year	18,590,006	23,462,347
Financial assets available to meet general expenditures over the next year	$ 4,865,317	$ 4,967,448

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.

The board-designated endowment is subject to an annual spending rate as determined by the Board. Although there is no intention to spend from the 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 consisted of the following at December 31, 2022 and 2021:

	2022			2021		
	Receivable	Allowance	Net	Receivable	Allowance	Net
Fees for service	$ 802,032	$ (300)	$ 801,732	$ 650,957	$ (300)	$ 650,657
Total	$ 802,032	$ (300)	$ 801,732	$ 650,957	$ (300)	$ 650,657

5. Prepaid Expenses

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

6. Investments

Investments measured at fair value on a recurring basis consisted of mutual funds totaling $18,568,769 and $23,526,432 at December 31, 2022 and 2021, respectively. During 2022 and 2021, the Organization recognized $(4,596,536) and $2,490,181, respectively, of net gains and losses on investments. Of those amounts, $(4,596,536) and $2,490,181 was recognized on investments of equity securities held at December 31, 2022 and 2021, respectively.

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 is a percentage of the average total endowment value over the previous twelve quarters, with a 1% contingency margin. In 2022, the approved rate was 5.00%. In 2021, the approved rate was 4.00% from January through September and 5.00% thereafter.

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. 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 method to determine the fair value of its investments:

Mutual funds: Level 1 as 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 four funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending camp and for capital improvements to the camp, and to support the Early Supports and Services program based in the Stratham office. The fund's resolutions provide that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2022 and 2021, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was $1,152,876 and $1,112,493, 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	2022	2021
Greenleaf	100%	$ 335,096	$ 415,006
Spaulding	100%	300,889	380,406
Cogswell	50%	231,880	294,442
Total		$ 867,865	$ 1,089,854

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 and Equipment

Property and equipment was comprised of the following at December 31, 2022 and 2021:

	2022	2021
Land and land improvements	$ 958,884	$ 943,800
Buildings and improvements	10,995,856	7,376,874
Furniture, fixtures, and equipment	962,064	908,672
Vehicles	68,761	86,019
Software	503,924	503,924
Construction in progress	15,220	426,668
Assets held for sale (Camp Spaulding)	2,069,667	2,069,667
Subtotal	15,574,376	12,315,624
Less accumulated depreciation	(5,469,233)	(5,638,395)
Total	$ 10,105,143	$ 6,677,229

9. Line of Credit

The Organization has a $1,500,000 revolving line of credit agreement with a bank, which is payable on demand. 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 (7.5% at December 31, 2022), adjusted daily. At December 31, 2022 and 2021, there was no outstanding balance on this line of credit.

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 bondholders. 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 2022 and 2021 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, 2022 and 2021, the Organization recorded the swap liability position of $399,395 and $993,557, 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, 2022, the Organization was in compliance with these covenants.

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

Year	Amount
2023	$ 175,000
2024	180,000
2025	195,000
2026	200,000
2027	205,000
Thereafter	2,575,167
Total	$ 3,530,167

11. Leases

The Organization rents property and equipment under non-cancelable operating lease agreements with monthly payments ranging from $1,430 to $3,229. The leases expire at various dates through October 2025.

While all agreements provide minimum lease payments, some include payments adjusted for inflation or variable common area maintenance charges. Variable payments are not determinable at the lease commencement and are not included in the measurement of lease assets and liabilities. The lease agreements do not include any material residual value guarantees or restrictive covenants.

The components of operating lease expense that are included in the Statement of Activities for the year ended December 31, 2022 were as follows:

Fixed lease cost	$ 176,300
Variable lease cost	57,396
Short-term lease cost	14,000
Total lease cost	$ 247,696

During the year ended December 31, 2022, the Organization had the following cash and non-cash activities related to operating leases:

Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows for operating leases	$ 176,600
Non-cash investing and financing activities:	
Lease assets obtained in exchange for lease liabilities:	
Operating leases	$ 507,774

Weighted average lease term and discount rate at December 31, 2022, were as follows:

Weighted average remaining lease term (years)	2.14
Weighted average discount rate	1.04%

Future payments due under operating leases as of December 31, 2022, were as follows for the years ending December 31:

2023	$ 178,096
2024	115,716
2025	45,900
Total lease payments	339,712
Less imputed interest	4,119
Present value of lease liabilities	$ 335,593

Rent expense, as previously defined under FASB ASC 840, for all operating leases was $227,552 for the year ended December 31, 2021.

12. Refundable Advances

Refundable advances totaling $443,742 and $660,937 at December 31, 2022 and 2021, respectively, primarily include grant funds received in advance from the New Hampshire Department of Health and Human Services for community-based voluntary services and American Rescue Plan Act funds. Revenues will be recognized as the conditions of the grants are met.

13. Deferred Loans - NHHFA

Deferred loans at December 31, 2022 and 2021 were comprised of the following:

Note payable to the New Hampshire Housing and Finance Authority (NHHFA) 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. In line with the regulatory agreement related to the note payable, the Organization has remitted to NHHFA funds to establish an operating and replacement reserve. The balance of this reserve is reported as restricted cash on the Consolidated Statement of Financial Position. The restricted cash balance related to this note as of December 31, 2022 and 2021 totaled $33,336 and $32,102, respectively.

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. In line with the regulatory agreement related to the note payable, the Organization has remitted to NHHFA funds to establish an operating and replacement reserve. The balance of this reserve is reported as restricted cash on the Consolidated Statement of Financial Position. The restricted cash balance as of December 31, 2022 and 2021 related to this note totaled $43,420 and $42,001, respectively.

14. Endowment Funds

Types of Funds

The Organization's endowment consists of various individual funds established for a variety of purposes. The endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by GAAP, 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, 2022 and 2021, the Board of Trustees had designated $14,896,850 and $18,842,135 respectively, 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, 2022 or 2021.

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 is a percentage 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. In 2022, the approved rate was 5.00%. In 2021, the approved rate was 4.00% from January through September and 5.00% thereafter.

Changes in Endowment Net Assets

The net asset composition of endowment net assets as of December 31, 2022 and changes in endowment net assets for the year ended December 31, 2022 were as follows:

		With Donor Restrictions				Total
	Without Donor Restrictions	Purpose Restricted	Cumulative Appreciation	Perpetually Restricted	Total	Endowment Net Assets
Endowment net assets, beginning of year	$ 18,842,135	$ 1,678,535	$ 1,327,161	$ 1,678,601	$ 4,684,297	$ 23,526,432
Contributions	-	-	-	71,249	71,249	71,249
Appropriations from endowment	(842,559)	-	(89,703)	-	(89,703)	(932,262)
Temporary appropriation for purpose-restricted net assets	544,867	(544,867)	-	-	(544,867)	-
Investment income, net	(3,647,593)	-	(449,057)	-	(449,057)	(4,096,650)
Endowment net assets, end of year	$ 14,896,850	$ 1,133,668	$ 788,401	$ 1,749,850	$ 3,671,919	$ 18,568,769

The net asset composition of endowment net assets as of December 31, 2021 and changes in endowment net assets for the year ended December 31, 2021 were as follows:

		With Donor Restrictions				Total
	Without Donor Restrictions	Purpose Restricted	Cumulative Appreciation	Perpetually Restricted	Total	Endowment Net Assets
Endowment net assets, beginning of year	$ 18,612,885	$ -	$ 1,050,689	$ 1,678,601	$ 2,729,290	$ 21,342,175
Contributions	-	-	-	-	-	-
Appropriations from endowment	(643,173)	-	(54,112)	-	(54,112)	(697,285)
Temporary appropriation for purpose-restricted net assets	(1,678,535)	1,678,535	-	-	1,678,535	-
Investment income, net	2,550,958	-	330,584	-	330,584	2,881,542
Endowment net assets, end of year	$ 18,842,135	$ 1,678,535	$ 1,327,161	$ 1,678,601	$ 4,684,297	$ 23,526,432

15. Net Assets

Net Assets Without Donor Restrictions

Net assets without donor restrictions were comprised of the following at December 31, 2022 and 2021:

	2022	2021
Undesignated net assets	$ 6,588,866	$ 2,077,510
Board-designated endowment	14,896,850	18,842,135
Total	$ 21,485,716	$ 20,919,645

Net Assets With Donor Restrictions

Net assets with donor restrictions were comprised of the following at December 31, 2022 and 2021:

	2022	2021
Subject to expenditure for specified purpose:		
Camp	$ 59,441	$ 88,373
Family preservation	77,825	30,273
Family resource center	236,029	146,872
Homecare	151,410	183,474
Staff training and other projects	12,544	110,841
Teen and youth	581,804	1,091,207
The Children's Place	14,615	27,495
	1,133,668	1,678,535
Accumulated earnings restricted by donors for:		
General operations	158,281	252,088
Camp operations	252,769	422,315
Other purposes	377,351	652,758
	788,401	1,327,161
Original gift restricted by donors for:		
General operations	136,532	133,407
Camp operations	548,183	548,183
Other purposes	1,065,135	997,011
	1,749,850	1,678,601
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	2,020,741	2,202,347
Total	$ 5,692,660	$ 6,886,644

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 years ended December 31, 2022 and 2021:

	2022	2021
Satisfaction of purpose restrictions:		
Camp	$ 46,947	$ 7,969
Family preservation	233,742	37,476
Family resource center	234,362	142,366
Homecare	339,340	149,511
Staff training and other projects	150,258	44,981
Teen and youth	1,918,666	115,589
The Children's Place	42,806	42,559
	2,966,121	540,451
Restricted purpose spending-rate distributions and appropriations:		
General operations	15,259	14,100
Other purposes	74,444	40,012
	89,703	54,112
Total	$ 3,055,824	$ 594,563

16. Contributed Nonfinancial Assets

The Organization received the following contributions of nonfinancial assets for the years ended December 31, 2022 and 2021:

	Revenue Recognized 2022	Revenue Recognized 2021	Utilization in Programs/Activities	Valuation Techniques and Inputs
Food	$ 27,599	$ 22,738	Family Preservation, Homecare, and Teen & Youth Services.	U.S. retail prices of identical products using pricing data under a 'like-kind' methodology considering the good's conditions and utility for use at the time of contribution.
Supplies	11,751	9,480	Administration, Family Preservation, and Teen & Youth Services.	U.S. retail prices of identical products using pricing data under a 'like-kind' methodology considering the good's conditions and utility for use at the time of contribution.
Storage	297	-	Teen & Youth Services	Valued at the estimated fair value based on current rates for similar storage space.
Clothing	4,055	1,482	Family Preservation, and Teen & Youth Services.	U.S. retail prices of identical products using pricing data under a 'like-kind' methodology considering the good's conditions and utility for use at the time of contribution.
Toys	777	-	Family Preservation	U.S. retail prices of identical products using pricing data under a 'like-kind' methodology considering the good's conditions and utility for use at the time of contribution.
Services	4,057	-	Family Preservation	Contributed professional services are valued at the estimated fair value based on current rates for similar services.
Total	$ 48,536	$ 33,700		

There were no associated donor restrictions with the above contributed nonfinancial assets.

17. Assistance to Individuals

Assistance to individuals was comprised of the following for the years ended December 31, 2022 and 2021:

	2022	2021
Payment to parents of foster children	$ 79,831	$ 112,950
Housing assistance to youth at risk of homelessness	259,436	242,386
Gift cards provided to families during holiday season	50,000	51,000
Food for at risk youth	36,872	25,914
In kind assistances	48,536	33,700
Other assistance such as medical, childcare, transportation, and family activities	676,130	435,594
Total	$ 1,150,805	$ 901,544

18. 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. Contributions made to the plan by the Organization for the years ended December 31, 2022 and 2021 totaled $121,399 and $101,614, respectively.

19. 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 Trustees. The attorney board member does not personally perform the legal services. For the years ended December 31, 2022 and 2021, the total legal expense from related parties was $10,190 and $13,989, respectively.

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. Transfer of Assets - Richie McFarland Children's Center

On January 1, 2022, the State of New Hampshire certified the merger of the Organization with the Richie McFarland Children's Center (the Center). The agreement called for all the related assets and liabilities of the Center to be merged entirely into the Organization. This agreement allowed the Organization to expand various child service program offerings throughout the eastern side of the State of New Hampshire.

The Organization recognized the following assets and liabilities on the acquisition date (January 1, 2022):

Assets:		
Cash	$	1,128,199
Accounts receivable		83,635
Prepaid expenses		5,845
Beneficial interest held in trusts		232,247
Property and equipment		1,100,000
Total Assets	$	2,549,926
Liabilities:		
Accounts payable	$	2,782
Accrued payroll and related liabilities		25,341
Total Liabilities	$	28,123
Net Assets:		
Net assets without donor restrictions	$	2,289,556
Net assets with donor restrictions		232,247
Total Net Assets	$	2,521,803

22. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. During 2022, the Organization reviewed and updated its program classifications to align to the current operations of the Organization. The update resulted in a change in the allocation of certain expenses. The Organization determined the appropriate response to the change was to recalculate and reclassify 2021 allocations using the current year methodology. The reclassifications had no impact on previously reported net assets.

23. Subsequent Events

Subsequent events have been evaluated through May 10, 2023, the date the consolidated financial statements were available to be issued.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2022

y ition	Family Support	Runaway & Homeless Youth	Homecare	Advocacy	Camp	Total Program	Management and General	Fundraising	2022 Total
3,799	$ 3,187,125	$ 1,135,714	$ 1,385,070	$ 127,338	$ -	$ 8,769,046	$ 1,441,503	$ 508,864	$ 10,719,413
5,008	481,385	174,838	158,266	4,709	-	1,324,206	156,284	44,810	1,525,300
9,154	39,168	11,168	10,704	1,840	-	92,034	20,467	8,898	121,399
3,323	323,621	107,985	134,635	9,505	-	874,069	112,764	39,253	1,026,086
7,673	93,924	26,602	41,762	185	-	360,146	9,703	1,747	371,596
5,039	222,122	339,713	9,155	42,550	-	648,579	370,654	160,215	1,179,448
-	-	75	-	-	-	75	51,055	-	51,130
4,486	374,691	400,529	349	-	16	1,100,071	717	50,017	1,150,805
3,406	51,845	50,477	17,468	1,136	12	184,344	32,935	12,811	230,090
0,785	48,452	6,601	1,868	8,183	46,929	132,818	49,868	2,628	185,314
9,324	100,813	110,886	48,113	1,579	-	320,715	170,620	8,600	499,935
0,297	22,469	22,800	3,272	713	-	79,551	15,794	2,532	97,877
4,070	74,891	67,022	35,742	1,173	-	222,898	22,106	6,388	251,392
-	1,656	-	-	-	388	2,044	16,617	-	18,661
825	7,870	13,656	5,704	50	-	28,105	26,169	2,437	56,711
9,455	21,098	6,366	1,156	-	-	38,075	34,413	8,675	81,163
2,992	148,368	285,994	50,155	1,259	4,229	732,997	54,952	11,895	799,844
4,873	17,729	4,446	267	2,373	-	29,688	29,232	67,493	126,413
9,252	26,162	50,974	1,341	37	-	157,766	174,987	8,806	341,559
3,140	62,896	50,656	6,989	134	77	143,892	12,963	2,740	159,595
3,534	4,195	12,819	65	5	-	20,618	13,017	10	33,645
5,435	$ 5,310,480	$ 2,879,321	$ 1,912,081	$ 202,769	$ 51,651	$ 15,261,737	$ 2,816,820	$ 948,819	$ 19,027,376

See Independent Auditor's Report.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2021

ly ation	Family Support	Runaway & Homeless Youth	Homecare	Advocacy	Camp	Total Program	Management and General	Fundraising	2021 Total
'8,149	$ 2,456,195	$ 898,837	$ 1,503,164	$ 127,284	$ -	$ 7,963,629	$ 1,305,839	$ 380,802	$ 9,650,270
:1,539	345,908	151,351	169,647	4,064	-	1,102,509	142,701	25,691	1,270,901
.2,971	22,722	8,334	6,321	2,119	-	62,467	33,340	5,807	101,614
:8,915	244,674	86,915	155,905	9,485	-	785,894	69,615	29,747	885,256
·0,106	35,970	20,697	46,632	-	-	233,405	3,250	18	236,673
·2,954	324,479	518,896	3,177	14,700	1,488	905,694	314,483	89,140	1,309,317
-	75	-	-	-	-	75	35,305	-	35,380
·7,092	237,041	367,522	175	-	6,481	848,311	233	53,000	901,544
·5,065	51,158	39,507	11,083	1,358	10	168,181	34,673	9,827	212,681
.5,296	48,188	2,745	638	1,834	-	68,701	27,937	4,189	100,827
·8,057	85,009	114,362	13,857	4,128	-	265,413	185,336	7,960	458,709
.6,096	14,857	15,198	2,235	551	-	48,937	14,071	1,570	64,578
0,260	71,217	75,497	11,609	3,458	-	202,041	24,699	6,669	233,409
-	-	-	-	-	-	-	12,543	-	12,543
986	7,295	11,447	5,363	50	-	25,141	32,379	3,382	60,902
2,878	1,084	6,089	1,320	-	-	11,371	35,039	14,186	60,596
·5,534	169,810	177,112	22,211	3,023	2,263	569,953	79,464	18,410	667,827
4,714	12,627	945	1,228	227	-	19,741	12,631	38,481	70,853
·8,792	25,045	6,617	272	-	-	90,726	144,596	12,362	247,684
6,321	40,422	34,421	4,849	355	40	106,408	14,790	2,255	123,453
1,346	772	7,376	95	-	-	9,589	10,909	-	20,498
·7,071	$ 4,194,548	$ 2,543,868	$ 1,959,781	$ 172,636	$ 10,282	$ 13,488,186	$ 2,533,833	$ 703,496	$ 16,725,515

See Independent Auditor's Report.

Community Collaboration Funds July 24 - June 25

Staffing

	Hrly Rate	Hrs/Week		
Full-time Staff	$20.50	40	$42,640.00	
Taxes & Benefits			$12,792.00	30%
Total Direct			**$55,432.00**	
Waypoint Indirect 16%			**$8,869.12**	
"Other" Line Item				
Yearly Zoom Membership			$750.00	
Postage			$1,000.00	
Arts/Crafts Supplies			$2,000.00	
Food for FCC Events			$2,000.00	
Educational Material			$1,250.00	
Staff Training			$2,000.00	
Travel - Mileage and Accommodations			$2,000.00	
Equipment			$900.00	
Subtotal for Other Line Item			$11,900.00	
Total Cost			**$76,201.12**	

$152,117.76

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2022

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William Conrad

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Jeffrey P. Seifert, *Treasurer*

Jennifer Stebbins, *Vice Chair*

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 Based 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

DENISE A. BENNETT

[redacted]

WORK EXPERIENCE

Director of Finance

04/2023 to Present
Waypoint
464 Chestnut Street, Manchester, NH 03101

Responsible for managing all aspects of the Accounting Department. Create and maintain agency budget of $20 million. Work with directors and senior management on finances for the agency. Responsible for recording the investment activity as well as overseeing the real estate holding company. Review and approve all outgoing contract billings.

Controller

09/1993 to 04/2023
Waypoint
464 Chestnut Street, Manchester, NH 03101

Oversaw the Accounting department including payroll, a/p & a/r. Assisted senior management in preparing the annual budget for a $20 million agency. Prepared month end financial statements for all programs. Met with Directors to review financials monthly. Responsible for all outside audits.

Office Manager

07/1990 to 02/1992
TRW
Bedford, NH

Managed regional sales office. Assistant to regional sales manager.

SKILLS

Budgeting - 10+ years

Financial Reporting - 10+ years

Month End Closing - 10+ years

Responsible for all audits - 10+ years

EDUCATION

Southern NH University

Bachelor's

Business Management

Manchester, NH

09/1985 to 05/1988

Southern NH University

Associate

Accounting

Manchester, NH

09/1983 to 05/1985

Waypoint
Key Personnel

Name	Title	Salary	% charged to this Grant
Borja Alvarez de Toledo	CEO	190,008	0%
Colleen Ives	COO	146,058	0%
Denise Bennett	Director of Finance	99,840	0%

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

a) Any substance or item whose possession is 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 stored in a secured vehicle:
   (1) knives and knife-like weapons, clubs and club-like weapons,
   (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
   (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
   (4) pornography or pictures of visitors or prospective visitors undressed,
   (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
   (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
   (7) 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,
   (8) 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.

Boyd A Warner Jr — 6/12/23

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 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 NH Department of Corrections property.

3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part 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, policies and procedures of the Department of Corrections and the State of New Hampshire.

Name	Signature	Date
BORIJA ALVARAZ HIDEO		6/22/23

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 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.

DORIA ALVAREZ DE TOLEDO — Name
Signature
6/12/23 — 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) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, 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) **Obligations of Covered Entity**:

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, 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
Carol E. Hanson, for Helen Hanks	
Signature of Authorized Representative	Contractor Representative Signature
Helen E. Hanks	BORJA ALVAREZ DE TOLEDO
Authorized DOC Representative Name	Authorized Contractor Representative Name
Commissioner	PRESIDENT / CEO
Authorized DOC Representative Title	Authorized Contractor Representative Title
6/13/23	6/12/23
Date	Date

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
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 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, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): BIRJA ALJAIL-2 AL TOKEO **Date:** 6/12/22
(Name of Contract Signatory)

Signature: [illegible]
(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.

Printed Name/Signature of Contractor Employee — Date: 6/12/23

SIMA AWADALLA TOKEN — Date: 6/12/23

Printed Name/Signature of Contractor Representative

WAYPUNT / Covalent CEO

Organization and Title of Contractor Representative

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

August 18, 2021

G & C
Pending
Approved SEPT 15, 2021
Item # #43

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 $144,880.00, for the provision of parental assistance services, contingent upon acceptance of the Memorandum of Understanding (MOU) from the Department of Health and Human Services (DHHS), Division of Public Health Community Collaborations to support the continuation of family focused parenting curriculums for incarcerated men and women participating in the Family Connections Center (FCC) programs, effective upon Governor and Executive Council approval through June 30, 2023, with the option to renew for up to two (2) years subject to Governor and Executive Council approval. 100% Transfer from Other Agency (DHHS)

Funds are available in account *FCC Parental Assistance*: 02-46-46-460510-8039-102-500731 for Fiscal Years 2022 and 2023 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Contract: Waypoint

Account	Description	FY 2022	FY 2023	Total
02-46-46-460510-8039-102-500731	Contracts for Program Serv	71,716.00	73,164.00	144,880.00
Total Contract Amount		$ 71,716.00	$ 73,164.00	$ 144,880.00

EXPLANATION

Waypoint is a non-profit organization that provides a wide array of social services and advocacy, to include support and educational services for family preservation and strengthening, and the healthy development of children. This contract is **sole source** as Waypoint is the only social services' 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 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, psychological challenges, 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.

Funds received through the MOU will support the provision of parental education programs to disciplinary-free residents participating in the FCC programs to improve parent-child relationships or to create new healthy family connections with their children. Waypoint is a key partnership resource for the FCC program providing experienced social service personnel to facilitate and administer evidence-based parenting curriculums, to include staff training, assist with child-parent visitations and expanded tele-visits, monitor parenting support group sessions, 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, 2023	1.8 Price Limitation $144,880.00
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: 8/17/21		1.12 Name and Title of Contractor Signatory Borja Alvarez de Toledo, President & Chief Executive Officer	
1.13 State Agency Signature Date: 8/18/2021		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: Michael Haley, Attorney		On: 8/20/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	SEP 15 2021

DEPUTY SECRETARY OF STATE

Contractor Initials BAT
Date 8/17/21

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.

Contractor Initials BK
Date 8/19/21

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

Contractor Initials BAT

Date 8/17/21

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.

Contractor Initials GAS
Date 8/12/13

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 equivalent (FTE) position.
   a. Contractor Responsibilities: Provide one FTE 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. facilitate parenting support group sessions and life skill seminars;
      iii. facilitate and monitor tele-visits between parents and children and
      iv. 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 (NHCF-W); 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, 2023, 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 one hundred forty-four thousand, eight hundred eighty-eight ($144,888.00).

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
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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 17th day of August, 2021.

_____
Kenneth Sheldon(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of _____

The forgoing instrument was acknowledged before me this _____ day of _____, 20____,

By _____N/A_____.
(Name of Elected Officer of the Agency)

_____
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2021

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 (AC, No, Ext): (603) 669-3218 FAX (AC, No): (603) 645-4331
E-MAIL ADDRESS: manch.certs@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 Cas. & Surety Co of America	31194
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Waypoint
Po Box 448
Manchester NH 03105

COVERAGES CERTIFICATE NUMBER: 21-22 All/21-24 F&F 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			PHPK2294409	07/01/2021	07/01/2022	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 [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2294417	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB774835	07/01/2021	07/01/2022	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		HCHS20210000429 (3a.) NH	02/01/2021	02/01/2022	[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	04/01/2021	04/01/2024	Limit	$500,000
							Deductible	$500

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 Corrections 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		8/17/21
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		8/17/21
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		8/17/21
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
8/18/2021	8/17/21
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: 8/17/21
(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.

Printed Name/Signature of Contractor Employee — Date: 8/17/2

Borja Alvarez de Toledo

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*

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

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March 1, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing Memorandum of Understanding with the Department of Corrections (VC #177896), Concord, NH, to continue supporting parental education programs for incarcerated residents of the New Hampshire State Prison, by exercising a renewal option, by increasing the price limitation by $200,000 from $200,000 to $400,000 and extending the completion date from June 30, 2023 to June 30, 2025, effective July 1, 2023, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on September 15, 2021, item #9.

Funds are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, COMMUNITY COLLABORATION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90070471	$100,000	$0	$100,000
2023	102-500731	Contracts for Prog Svc	90070471	$100,000	$0	$100,000
2024	102-500731	Contracts for Prog Svc	90070471	$0	$100,000	$100,000
2025	102-500731	Contracts for Prog Svc	90070471	$0	$100,000	$100,000
			TOTAL	**$200,000**	**$200,000**	**$400,000**

EXPLANATION

The purpose of this request is to renew the Memorandum of Understanding (MOU) with the Department of Corrections (DOC) for two (2) additional years, at level funding, for the DOC to continue supporting the Family Connections Center, which provides parental education programs to incarcerated residents of the New Hampshire State Prison, and supports the development of healthy parent and child relationships during incarceration. Funding in this MOU also supports training for DOC staff to achieve the mission of the Family Connections Center Program. In addition, funds will support the continuation of the full time position at the Northern New Hampshire Correctional Facility to facilitate parenting time and education.

Approximately 1,000 individuals will be served from July 1, 2023 through June 30, 2025, which includes both incarcerated parents and their children.

Children and families are at high risk of adverse childhood experiences (ACEs) due to parental incarceration. ACEs have been linked to the development of chronic health conditions, mental illness, and substance misuse problems in adulthood, and can negatively impact education and future job opportunities. The DOC will continue to provide evidence-based parental education curriculum and supports to families and their children to assist with parent-child visits, and support children of incarcerated parents attend summer camp where they are able to experience interactions with other peers through social emotional learning supports. Also, through this MOU, the DOC will continue supporting Family Fun Days at the Family Connections Center at all three (3) prisons, as well as continue providing support for audio and video recordings of parents reading to their children.

This re-entry program includes co-parenting sessions for the incarcerated parent and the caregiver of their child(ren) that helps support the transition for the entire family and helps integrate the incarcerated parent's re-entry into the family unit when they are released to the community. The DOC will continue to facilitate more tele-visits between incarcerated parents and their children throughout their incarceration. These types of visits help incarcerated individuals keep on the right track, as they must be disciplinary-free to qualify for these extra program visits.

DHHS will continue monitoring the MOU through the DOC semi-annual report that includes a summary of the programs and activities, number of families served, and number of support trainings provided to residents.

As referenced in the MOU, Section 2, Term, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew the MOU for two (2) of the two (2) years available.

Should the Governor and Council not authorize this request, vulnerable populations will not receive needed services to support children and families in order to reduce adverse childhood experiences due to parental incarceration. Additionally, the full-time position at the Northern New Hampshire Correctional Facility will no longer be funded.

Area served: Statewide

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Parental Education Programs Memorandum of Understanding ("MOU") is by and between the State of New Hampshire, Department of Health and Human Services ("DHHS") and Department of Corrections (hereinafter referred to as the "DOC"), (referred to as "Parties").

WHEREAS, pursuant to an MOU approved by the Governor and Executive Council on September 15, 2021 (Item #9), the parties agreed to perform certain services based upon the terms and conditions specified in the MOU and in consideration of certain sums specified; and

WHEREAS, pursuant to the MOU, Section 2, Subsection 2.2, the MOU may be amended by mutual written agreement at any time, subject to appropriate State approval; and NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the MOU and set forth herein, the Parties hereto agree to amend as follows:

1. Modify Section 2, Term, Subsection 2.2, Duration, to read:

   2.2. Duration: The duration of this MOU is from the date of approval by the Governor and Executive Council through June 30, 2025. The parties may extend this MOU for up to two (2) years at any time by mutual written agreement subject to the continued availability of funds, satisfactory performance of responsibilities, and approval of the Governor and Executive Council.

2. Modify, Section 3. Responsibilities of the Department of Corrections, Subparagraph 3.2.1.1 to read:

   3.2.1.1. Equipment and items to support and promote interactive visits, which include but are not limited to:

   3.2.1.1.1. Props.

   3.2.1.1.2. Educational supplies.

   3.2.1.1.3. Technology.

   3.2.1.1.4. Yearly Zoom Memberships.

   3.2.1.1.5. Arts and Crafts Supplies.

   3.2.1.1.6. Food for Family Connections Center Events.

   3.2.1.1.7. Educational Material.

3. Modify, Section 4. Responsibilities of the Department of Health and Human Services, Subsection 4.1, to read:

   4.1. Provide Community Collaborations funding to the DOC to support families and the children of individuals incarcerated within the NH Department of Corrections to cultivate positive, safe and healthy family relationship and reduce adverse childhood experiences, statewide, upon receipt of approved invoices and subject to the DOC's compliance with the terms and conditions of this MOU as follows:

   4.1.1 Up to a maximum of $100,000 in State Fiscal Year 2022.

   4.1.2 Up to a maximum of $100,000 in State Fiscal Year 2023.

4.1.3 Up to a maximum of $100,000 in State Fiscal Year 2024.

4.1.4 Up to a maximum of $100,000 in State Fiscal Year 2025.

4. Modify Section 5. It Is Further Understood and Agreed Between DHHS and DOC That:, Subsection 5.1., to read:

5.1. The maximum amount of funds available for reimbursement under this MOU – Amendment #1 from DHHS to DOC shall not exceed $100,000 in State Fiscal Year 2024, and $100,000 in State Fiscal Year 2025, with one hundred percent (100%) of the costs covered by General Funds.

All terms and conditions of the MOU not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Date

Name:
Title:

Department of Corrections

Date

Name: Commissioner Helen E. Hanks
Title: Commissioner Department of Corrections

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

_____ _____

Date Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____ _____

Date Name:
Title: