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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

Helen E. Hanks  
Commissioner

PO BOX 1806  
CONCORD, NH 03302-1806

Robin H. Maddaus  
Director

603-271-6600 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
www.nh.gov/nhdoc

November 29, 2018

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

REQUESTED ACTION

1. Authorize the NH Department of Corrections to amend the acceptance and expenditure of the Residential Substance Abuse Treatment (RSAT) sub grant from the NH Department of Justice (originally approved by the Governor and Executive Council on May 2, 2018, item #59), by extending the current end date of December 31, 2018 to September 30, 2019, to continue providing family focused parenting skills programs for incarcerated men and women with substance use issues. No additional funding is required. The amendment is contingent upon Governor and Executive Council's approval of the NH Department of Justice request to extend, effective upon Governor and Executive Council approval through September 30, 2019. 100% Agency Income
2. Authorize, contingent upon approval of requested action #1, the NH Department of Corrections to amend a **sole source** contract agreement, Amendment Agreement #1 (PO 1063655), with Waypoint (formerly known as Child and Family Services of New Hampshire) (VC #177166), Manchester, NH, to continue providing personnel to administer parenting curriculums for persons under departmental control with substance misuse issues, by extending the contract completion date from December 31, 2018 to September 30, 2019, effective upon Governor and Executive Council approval. This amendment is a no cost time extension. The original agreement was approved by Governor and Executive Council on July 11, 2018, Item #25. 100% Agency Income

Funds are available in the following account:

Department of Correction Grants, Fatherhood Grant, 02-46-46-460510-83340000, with funds contingent upon the availability and continued appropriation of Federal funds.

EXPLANATION

The Department is requesting approval of a **sole source** contract amendment with Waypoint (formerly Child and Family Services), as cited in the NH Department of Corrections (NHDOC) Residential Substance Abuse Treatment (RSAT) grant proposal as a key partnership resource to provide personnel to facilitate a parenting curriculum within the NHDOC Family Connections Centers. Waypoint is a non-profit organization that provides a wide array of social services, to include support and educational services to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. The NHDOC Family Connections Centers strive to improve the relationships between persons under departmental control and their family members.

NHDOC is currently utilizing the RSAT funding to support a Parenting Wisely program at the Family Connections Centers within the NH correctional facilities. The Parenting Wisely program is an evidence-based course that has demonstrated a reduction in teen alcohol and drug use, a reduction in aggressive behavior, and improved family communication. The program targets improvement of parent's behavior (intervention) while reinforcing a positive home life for the children (prevention). This pilot parenting program was launched with the expectation of a positive impact on the prevention of the cycle of substance misuse that is unintentionally taught to youth growing up with parents who engage in substance misuse.

Parenting is stressful for those separated from their children for long periods of time due to imprisonment. The endeavor to reunite with family members, exploring job potentials, and striving to stay clean and sober are additional stressors. Parenting Wisely introduces real-life skills for coping with stress, thus reducing the chances of reverting to substance misuse. The program is available to minimum security men and women residents who participate in the Family Connections Center program.

Waypoint will provide experienced social service personnel to administer the Parenting Wisely curriculum and oversee parenting support groups.

The RSAT sub grant award in the amount of \$21,204.00 from the NH Department of Justice (NHDOJ) is due to expire on December 31, 2018. Per mutual agreement, NHDOJ has agreed to extend, with no additional funding, the RSAT sub award to NHDOC to allow sufficient time to permit persons under departmental control who are parents with substance misuse issues to benefit from the Parenting Wisely program. NHDOC's request to extend the RSAT project end date to September 30, 2019 is contingent upon the Governor and Executive Council's approval of NHDOJ's submitted action to extend the Federal RSAT grant.

Additionally, NHDOC requests approval of a no cost time extension contract Amendment Agreement #1 with Waypoint, which will extend the contract completion date to September 30, 2019. The original contract with Child and Family Services of New Hampshire was in the amount of \$15,170.00 and was approved by the Governor and Executive Council on July 11, 2018, Item #25, with a completion date of December 31, 2018. Child and Family Services of New Hampshire legal name change to Waypoint was effective November 16, 2018. Amendment Agreement #1 will amend the vendor name and the contract completion date.

In the event that Residential Substance Abuse Treatment funds no longer become available State general funds will not be requested to support this program.

Respectfully Submitted,

  
Helen E. Hanks  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF JUSTICE AND NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
FIRST MEMORANDUM OF UNDERSTANDING AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the New Hampshire Department of Corrections ("Contractor").

WHEREAS, pursuant to an Agreement ("Contract"), the sum limitation of \$21,204.00 for services required upon the terms and conditions specified in the Contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph III: Term of Agreement: the Memorandum of Understanding may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Contractor and the Department of Justice have agreed to amend the Contract in certain aspects;

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

1. Amendment and Modification of Contract
  - a. Paragraph III; Completion Date: Shall be amended from December 31, 2018 to September 30, 2019.
2. Effective Date of Amendment
  - a. This Amendment shall take effect upon Governor and Council approval.
3. Continuance of Agreement
  - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

  
\_\_\_\_\_  
Commissioner, NH Department of Corrections

10/31/18  
\_\_\_\_\_  
Date

Notary Public or Justice of the Peace Acknowledgement:

State of New Hampshire County of Merrimack On 31<sup>st</sup> day of October, 2018, before the undersigned officer, personally appeared the person identified as the Contractor, or satisfactorily proven to be the person whose name is associated with the Contractor and acknowledged that s/he executed this document in the capacity indicated.

  
\_\_\_\_\_  
Signature of Notary Public or Justice of the Peace

Leslie A. Bartlett, Program Assistant II  
\_\_\_\_\_  
Name and Title of Notary Public or Justice of the Peace

Kathleen Carr  
Kathleen B. Carr  
Director of Administration

11/27/12  
Date

Approved by the Attorney General (Form, Substance and Execution)

Deanna Martin  
Attorney

12/4/12  
Date



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

Helen E. Hanks  
Commissioner

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Robin H. Maddaus  
Director

April 16, 2018

G & C  
Pending  
Approved May 2, 2018  
Item # 59

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

REQUESTED ACTION

Authorize the NH Department of Corrections to accept and expend a Residential Substance Abuse Treatment sub grant from the NH Department of Justice in the amount of \$21,204.00 to implement family focused parenting skills programs for incarcerated men and women with substance use issues, for the period beginning upon Governor and Executive Council approval, through December 31, 2018. 100% Agency Income. (Federal at origin).

Funds are to be budgeted in an account, Fatherhood Grant, Accounting Unit 02-46-46-460510-83340000 as follows:

Grant Title: Fatherhood Grant				
Account	Description	SFY 2018 CURRENT	SFY 2018 REQUEST	SFY 2018 ADJUSTED
020-500200	Supplies	-	556.00	556.00
030-500311	Equipment	-	920.00	920.00
037-500173	Computer Hardware	-	1,762.00	1,762.00
038-509038	Computer Software	-	2,796.00	2,796.00
102-500731	Contracts for Program Serv	-	15,170.00	15,170.00
	Totals	-	21,204.00	21,204.00

Source of Funds:				
009-407128	Agency Income	-	(21,204.00)	(21,204.00)

EXPLANATION

The NH Department of Corrections will utilize the Residential Substance Abuse Treatment (RSAT) funding to implement a Parenting Wisely program at the Family Connections Centers within the NH Correctional facilities. The goal of the program will be to give persons under departmental control who are parents with substance use disorders the skills needed to improve family relationships. Parenting Wisely is an evidence-based course that has demonstrated a reduction in teen alcohol and drug use, a reduction in aggressive behavior, and improved family communication. The program targets improvement of parent's behavior (intervention) while reinforcing a positive home life for the children (prevention). As correctional facilities generally respond to substance abuse

issues through intervention, this pilot parenting program will be launched with hopes of a positive impact on prevention of the cycle of substance misuse that is unintentionally taught to youth growing up with parents who engage in substance misuse themselves.

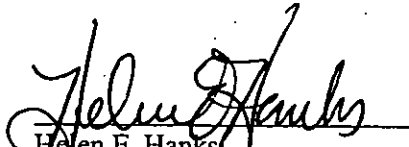
Parenting is extremely stressful for those separated from their children for long periods of time due to imprisonment, and the additional stressors of trying to reunite with family members, exploring job potentials, and striving to stay clean and sober. Parenting Wisely will introduce persons under departmental control who are parents to real-life skills for coping with stress, thus reducing the chances of reverting to substance use. The program will be available to minimum security men and women residents who participate in the Family Connections Center.

The NH Department of Corrections will utilize the RSAT funding to purchase parenting curriculums, laptops and video projectors, and also contract with Child and Family Services of New Hampshire, a private non-profit child advocacy organization, to provide staff to assist in facilitating the curriculums.

The Residential Abuse Treatment sub grant budget does not include Indirect Costs as these costs are not part of the award.

In the event that these funds no longer become available State general funds will not be requested to support this program.

Respectfully Submitted,



Helen E. Hanks  
Commissioner

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the NH Department of Justice and the NH Department of Corrections:

### I. PURPOSE:

The purpose of this MOU is to assist the New Hampshire Department of Corrections in supplementing its substance use disorder treatment program at the Northern Correctional Facility and the Concord Prison for Men by expanding its curricula to include "Parenting Wisely" and other evidence-based treatment modalities as approved in their application #2017RSA34.

### II. BACKGROUND:

The New Hampshire Department of Justice has been designated the State Administering Agency for the Residential Substance Abuse Treatment ("RSAT") Grant Program for the State of New Hampshire. The 2016-2017 RSAT awards were set aside to be combined into one request for proposals to all correctional facilities in the state. Funding is being provided by the US Department of Justice, Bureau of Justice Assistance (BJA) in the form of a formula grant. As with all federal funding, future funding is not guaranteed nor should be expected.

### III. TERM OF AGREEMENT:

This subaward will commence upon Governor and Executive Council approval and will expire on December 31, 2018, with the option, at the agreement of both parties, to extend the term of the subaward via Amendment and with the approval of Governor and Executive Council.

### IV. AGREEMENT:

Parties to this MOU agree to the following:

NH Department of Corrections will, either directly or through its agents/contractors:

- Follow state guidelines, rules and regulations regarding procurement of supplies and other items pursuant to DOC Application #2016RSA34;
- Adhere to program requirements such as random drug/alcohol testing of participants, provide comprehensive aftercare for participants who leave the program, and maintain a database of program data points (attached as Appendix E).
- Provide either monthly or quarterly expenditure reports within fifteen days of the end of the reporting period to reflect expenditures made against the subgrant award until the award is fully expended;
- Provide a narrative and data on a quarterly basis on the progress of the program, including number of program participants, the ratio of program participants being randomly tested for illicit substances vs. the number of positive tests, the number of participants who successfully complete the program and the disposition of their cases, the


number of participants who were unsuccessful in completing the program and the reason(s) why, and other data points as outlined in Appendix E.

- Adhere to the requirements of the expending of federal funds as outlined in 2 CFR §200 and the Federal Financial Guide.
- Must allow access to backup financial documentation, program protocols and other grant related programmatic and financial materials to the NH Department of Justice and/or the United States Department of Justice at reasonable times as may be requested.
- Submit to enhanced desk reviews and/or site visits by the New Hampshire Department of Justice and/or the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice.

NH Department of Justice will, either directly or through its agents/contractors:

- Enter into a one-time subgrant not to exceed \$21,204.00 for the express purpose of enhancing the NHDOC's Substance Abuse Treatment Program at the Northern Correctional Facility and the Prison for Men in Concord. Future funding is not guaranteed nor to be expected.
- Provide technical support in managing programs that are funded by federal funds, including advising on allowable vs. disallowed expenses and guidance on quarterly reporting and other programmatic requirements.
- Ensure that the financial and programmatic requirements of the Residential Substance Abuse Treatment Program administered by the Bureau of Justice Assistance are adhered to by virtue of enhanced desk reviews, audits, site visits or other means as deemed necessary. Desk reviews and/or site visits will occur at least one time per calendar year.
- Agree to reimburse timely filed expenditure reports within fourteen days of receipt.

WE, THE UNDERSIGNED have read and agree with this MOU.

By:   
Gordon J. MacDonald, Attorney General  
NH Department of Justice

By:   
Helen Hanks, Commissioner  
NH Department of Corrections

Date: 3/2/18

Date: 3/2/18



**RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM**  
**GUIDELINES AND CONDITIONS**

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program outlined in this application package, if funded by Residential Substance Abuse Treatment Program grant funds, will adhere to the following guidelines and conditions:

1. The subgrantee assures that it will comply with the regulations, policies, and guidelines to satisfy requirements of the Office of Justice Programs, Bureau of Justice Assistance, Residential Substance Abuse Treatment Program. This includes random drug testing of RSAT program participants before, during and after participation, and a commitment to providing mandatory aftercare services to participants who have left the program.
2. The subgrantee agrees to adhere to the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs "Financial Guide".
3. The subgrantee assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subgrantee further assures that the Residential Substance Abuse Treatment Program grant funds will be expended only for purposes and activities covered by the subgrantee's approved application.
4. The subgrantee agrees to provide information on the program supported with Residential Substance Abuse Treatment Program grant funds as requested by the United States Department of Justice and the New Hampshire Department of Justice, Grants Management Unit, and to retain grant-related documentation for three (3) years after the close of the grant award period.
5. The subgrantee authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this Residential Substance Abuse Treatment Program. Further, the subgrantee agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis.
6. The subgrantee agrees to maintain detailed time and attendance records for any and all personnel positions funded with Residential Substance Abuse Treatment Program grant funds.

7/8/18  
3/2/18

GUIDELINES AND CONDITIONS (Continued)

7. The subgrantee agrees that all Residential Substance Abuse Treatment Program grant funds will be expended on Residential Substance Abuse Treatment Program allowable activities as described in the subgrantee's program abstract narrative. The subgrantee must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant ending date which were set forth in the subgrantee's application.

8. Equipment purchased with Residential Substance Abuse Treatment Program grant funds shall be Year 2000 compliant and shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of federal Residential Substance Abuse Treatment Program grant funds.

9. The subgrantee agrees that the title to any equipment purchased Residential Substance Abuse Treatment Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for Residential Substance Abuse Treatment Program purposes for which it was acquired.

10. The subgrantee agrees to provide for an annual audit of the Residential Substance Abuse Treatment Program. Residential Substance Abuse Treatment Program funds will only pay its prorated share of the audit. This prorated share is the percentage of the Residential Substance Abuse Treatment Program grant award compared to the total agency budget. The audit shall be conducted in accordance with OMB Circular No. A-133 (revised 06/24/97). A copy of the completed audit report and management letters shall be sent to the New Hampshire Department of Justice, Grants Management Unit, annually. If the subgrantee is not required to perform an audit under the revised version of OMB Circular No. A-133, but an audit is still performed, the subgrantee agrees to provide a copy of said audit and management letters to the New Hampshire Department of Justice, Grants Management Unit.

11. The subgrantee and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discriminations, 28 CFR Part 35 and Part 39.

7/27  
3/2/18

**GUIDELINES AND CONDITIONS (Continued).**

12. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the subgrantee on the grounds of race, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the Office of Justice Programs, Office for Civil Rights, 810 Seventh Street NW, Washington DC 20531.

13. The subgrantee agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

14. The subgrantee assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the subgrantee shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

15. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

16. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subgrantee agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles.

17. The subgrantee assures that all programs will conform to the federal grant program requirements. Specifically, such programs must include at a minimum the following statutory requirements: be 6 to 12 months in duration; be in a residential correctional or detention facility, be set apart from the general inmate population, utilize urinalysis or other proven reliable forms of testing, be substantially focused on the substance abuse problems of the inmate, and be intended to develop the cognitive, behavioral, social, vocational, and other skills necessary to solve a substance abuse or related problem.

7/5/18  
3/2/18

18. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-RT-BX-0032 awarded by the Bureau of Justice Assistance, U.S. Department of Justice and administered through the New Hampshire Department of Justice."

19. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by Grant No. 2017-RT-BX-0032 awarded by the Bureau of Justice Assistance, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

20. The subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of the Office of Justice Programs, US Department of Justice.

21. The subgrantee understands and agrees that the RSAT program be utilizing only evidence-based practices and will be randomly testing RSAT program participants for licit and illicit substances while in the program.

Head of Agency *Helen E. Hanks* Helen E. Hanks Date: 3/2/18

Financial Officer *Robin H. Maddaus* Robin H. Maddaus Date: 3/2/18



## Non-supplanting Certification

### Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

### Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

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The New Hampshire Department of Corrections (Applicant) certifies that any funds awarded through grant number 2017RSA34 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The Helen E. Hanks (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Helen E. Hanks Commissioner

Signature: Helen E. Hanks

Date: 3/2/18



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

Helen E. Hanks  
Commissioner

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Robin H. Maddaus  
Director

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), and WAYPOINT ("Contractor"), formally CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE, a New Hampshire Non-Profit Corporation with a place of business at 464 Chestnut Street, P.O. Box 448, Manchester, NH 03105.

WHEREAS, pursuant to a Contract ("Agreement 2018-25") approved by the Governor and Executive Council on July 11, 2018, Item #25, with an effective date of July 11, 2018, the Contractor agreed to perform Curriculum Facilitator Services based upon the terms and conditions specified in the Agreement as amended and in consideration of certain sums specified; and

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

WHEREAS, to identify the change of the Contractor's name from Child and Family Services of New Hampshire to Waypoint;

WHEREAS, the parties agree to extend the completion date of the Agreement for an additional nine (9) months; and

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 follow:

To amend as follows:

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read: "Waypoint";
2. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "September 30, 2019";
3. That this amendment shall become effective on the date the N.H. Governor and Executive Council approve the amendment; and
4. That all other provisions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: Curriculum Facilitator Services Agreement 2018-25.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: [Signature]  
Name: Helen E. Hanks  
Title: Commissioner  
Date:

WAYPOINT

By: [Signature]  
Name: Borja Alvarez de Toledo  
Title: President and CEO  
Date: 1/30/18

STATE OF New Hampshire  
COUNTY OF Hillsborough

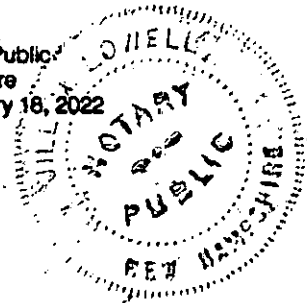
On this 30<sup>th</sup> day of Nov., 20 18, before me, Jill Lowell, the undersigned officer, personally appeared Borja Alvarez de Toledo known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

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

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires: Jan. 18, 2022

JILL M. LOWELL, Notary Public  
State of New Hampshire  
My Commission Expires January 18, 2022



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

12/4/18  
Date

Approved by the N.H. Governor and Executive Council

Date



# State of New Hampshire

Recording fee: \$25.00  
Use black print or type.

Filed  
Date Filed : 10/17/2018 10:15:00 AM  
Effective Date : 11/16/2018 04:30:00 PM  
Filing # : 4198432 Pages : 1  
Business ID : 62585  
William M. Gardner  
Secretary of State  
State of New Hampshire

RSA 292:7

## AFFIDAVIT OF AMENDMENT OF

Child and Family Services of New Hampshire  
A NEW HAMPSHIRE NONPROFIT CORPORATION


I, William Conrad, the undersigned, being the Chairman of the Board of Trustees  
(Note 1) of the above named New Hampshire nonprofit corporation, do hereby certify that a meeting was  
held for the purpose of amending the articles of agreement and the following amendment(s) were  
approved by a majority vote of the corporation's Trustees (Note 2)

The name of the Corporation shall be changed to: Waypoint

Effective as of November 16, 2018.

[If more space is needed, attach additional sheet(s).]

A true record, attest:

  
\_\_\_\_\_  
(Signature)

Print or type name:

William Conrad

Title:

Chairman of the Board of Trustees

Date signed:

9/25/18

Notes: 1. Clerk, secretary or other officer.

2. Enter either "Board of Directors" or "Trustees".

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4989  
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH

File a copy with Clerk of the town/city of the principal place of business.

Form NP-3 (9/2015)

# State of New Hampshire

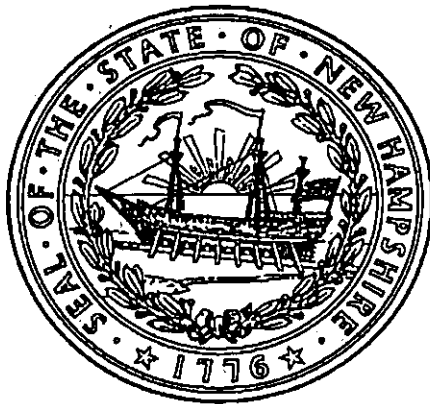
## Department of State

### 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: 0004215672



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of November A.D. 2018.

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

William M. Gardner  
Secretary of State



**State of New Hampshire**  
**Department of State**  
**2015 NONPROFIT REPORT**

Filed
Date Filed: 12/2/2015
Effective Date: 12/2/2015
Business ID: 62585
William M. Gardner
Secretary of State

BUSINESS NAME: <b>CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE</b>
BUSINESS TYPE: <b>Domestic Nonprofit Corporation</b>
BUSINESS ID: <b>62585</b>
CITIZENSHIP: <b>Domestic</b>
STATE OF INCORPORATION: <b>New Hampshire</b>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
464 Chestnut Street, PO Box 448 Manchester, NH, 03105, USA	464 Chestnut Street PO 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
Peggy Lambert	654 Raymond Road, Auburn, NH, 03032, USA	Secretary
Kirk Leoni	114 Reservoir Road, Weare, NH, 03281, USA	Treasurer
William Conrad	76 Plummer Road, Bedford, NH, 03110, 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.	
<u>Borja Alvarez de Toledo</u> SIGNATURE	<u>President</u> TITLE

# CERTIFICATE OF VOTE

I, WILLIAM CONRAD, 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 1/28/2014:  
(Date)

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

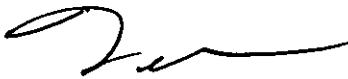
**RESOLVED:** That the PRESIDENT AND CEO  
(Title of Contract Signatory)

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 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 30<sup>th</sup> day of November

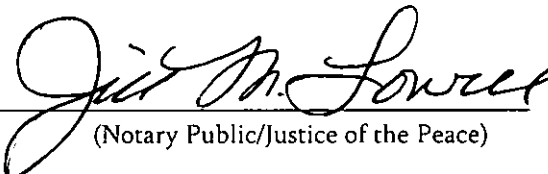
  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 30<sup>th</sup> day of Nov., 2018.

By William Conrad  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

JILL M. LOWELL, Notary Public  
State of New Hampshire  
My Commission Expires January 18, 2022

Commission Expires: 1-18-22



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2018

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: anicklin@crossagency.com		FAX (A/C, No): (603) 645-4331	
INSURED Waypoint Po Box 448 Manchester NH 03105		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Philadelphia Indemnity Ins Co		18058	
		INSURER B: Granite State Health Care and Human Ser			
		INSURER C: Travelers Casualty & Surety Co of Ameri		31194	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 18-19 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1842135	7/1/2018	7/1/2019	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 - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1842135	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB635723	7/1/2018	7/1/2019	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) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	HCHS20180000014 (3a.) NR All officers included	2/1/2018	2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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	4/1/2018	4/1/2019	Limit \$500,000
A	Professional Liability			PHPK1842135	7/1/2018	7/1/2019	Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
NH Department of Corrections is included as additional insured with respects to the CGL as required by written contract.

CERTIFICATE HOLDER janet.belben@doc.nh.gov State of New Hampshire Department of Corrections Attn: Janet Belben 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 T Franggos/JSC <i>Janet Belben</i>	
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**Child and Family Services of New Hampshire**

Consolidated Financial Statements

For the Year Ended December 31, 2017

(With Independent Auditors' Report Thereon)

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## Independent Auditors' Report

To the Board of Trustees  
Child and Family Services of New Hampshire

### Additional Offices:

Nashua, NH  
Andover, MA  
Greenfield, MA  
Ellsworth, ME

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Child and Family Services of New Hampshire, which comprise the consolidated statement of financial position as of December 31, 2017, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not



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

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

### **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2017, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Child and Family Services of New Hampshire's 2016 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated March 28, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2016 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedule of Operating Expenses is presented for purposes of additional analysis and is 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 March 27, 2018 on our consideration of Child and Family Services of New Hampshire'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 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 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 Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

*Melanson Heath*

March 27, 2018

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Financial Position  
December 31, 2017  
(with comparative totals as of December 31, 2016)

ASSETS				2017	2016
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
<b>Current Assets:</b>					
Cash and cash equivalents	\$ 223,209	\$ 667,222	\$ -	\$ 890,431	\$ 1,032,696
Accounts receivable, net	884,748	-	-	884,748	603,415
Prepaid expenses	241,546	-	-	241,546	201,052
Contributions receivable	40,000	-	-	40,000	40,000
Total Current Assets	1,389,503	667,222	-	2,056,725	1,877,163
Investments	15,309,844	657,676	1,662,689	17,630,209	15,900,471
Beneficial interest held in trust	-	-	1,867,906	1,867,906	1,735,979
Property and equipment, net	5,340,055	926,307	-	6,266,362	6,321,651
<b>TOTAL ASSETS</b>	<b>\$ 22,039,402</b>	<b>\$ 2,251,205</b>	<b>\$ 3,530,595</b>	<b>\$ 27,821,202</b>	<b>\$ 25,835,264</b>
<b>LIABILITIES AND NET ASSETS</b>					
<b>Current Liabilities:</b>					
Accounts payable	\$ 95,667	\$ -	\$ -	\$ 95,667	\$ 126,770
Accrued payroll and related expenses	666,502	-	-	666,502	816,144
Other liabilities	69,062	-	-	69,062	21,387
Bonds payable	140,000	-	-	140,000	135,000
Total Current Liabilities	971,231	-	-	971,231	1,099,301
Bonds payable, net of current portion	4,205,000	-	-	4,205,000	4,345,005
Deferred loans - NHHFA	1,250,000	-	-	1,250,000	1,250,000
Interest rate swap agreements	1,062,342	-	-	1,062,342	1,168,384
<b>TOTAL LIABILITIES</b>	<b>7,488,573</b>	<b>-</b>	<b>-</b>	<b>7,488,573</b>	<b>7,862,690</b>
<b>Net Assets:</b>					
Donor restricted	-	2,251,205	3,530,595	5,781,800	5,132,659
Board designated	15,309,844	-	-	15,309,844	14,027,737
Unrestricted	(759,015)	-	-	(759,015)	(1,187,822)
Total Net Assets	14,550,829	2,251,205	3,530,595	20,332,629	17,972,574
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 22,039,402</b>	<b>\$ 2,251,205</b>	<b>\$ 3,530,595</b>	<b>\$ 27,821,202</b>	<b>\$ 25,835,264</b>

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Activities  
 For the Year Ended December 31, 2017  
 (with comparative totals for the year ended December 31, 2016)

	Unrestricted	Temporarily Restricted	Permanently Restricted	2017 Total	2016 Total
<b>Support and Revenue:</b>					
Support:					
Contributions	\$ 376,950	\$ 1,080,728	\$ 265,005	\$ 1,722,683	\$ 1,203,158
Government grants	6,979,130	-	-	6,979,130	7,142,337
In-kind contributions	159,343	-	-	159,343	226,102
Income from special events, net	392,160	-	-	392,160	322,062
Revenue:					
Service fees	2,532,863	-	-	2,532,863	1,704,326
Other	32,023	-	-	32,023	14,630
Net assets released from restriction:					
Program releases	929,740	(929,740)	-	-	-
Capital campaign releases	81,405	(81,405)	-	-	-
Endowment releases	75,206	(75,206)	-	-	-
Endowment transfer to support operations	694,255	-	-	694,255	735,308
<b>Total Support and Revenue</b>	<b>12,253,075</b>	<b>(5,623)</b>	<b>265,005</b>	<b>12,512,457</b>	<b>11,347,923</b>
<b>Operating Expenses:</b>					
Program services	10,374,824	-	-	10,374,824	9,975,559
Management and general	1,350,475	-	-	1,350,475	1,252,586
Fundraising	397,992	-	-	397,992	462,536
<b>Total Operating Expenses</b>	<b>12,123,291</b>	<b>-</b>	<b>-</b>	<b>12,123,291</b>	<b>11,690,681</b>
Change in net assets before non-operating items	129,784	(5,623)	265,005	389,166	(342,758)
<b>Non-Operating Items:</b>					
Investment income (loss)	2,168,644	257,832	-	2,426,476	1,156,056
Unrealized gain (loss) on interest rate swap	106,042	-	-	106,042	138,439
Change in beneficial interest	-	-	131,927	131,927	(119)
Interest income	699	-	-	699	12
Endowment transfer to support operations	(694,255)	-	-	(694,255)	(735,308)
<b>Total Non-Operating Items</b>	<b>1,581,130</b>	<b>257,832</b>	<b>131,927</b>	<b>1,970,889</b>	<b>559,080</b>
Change in net assets	1,710,914	252,209	396,932	2,360,055	216,322
<b>Net Assets, Beginning of Year</b>	<b>12,839,915</b>	<b>1,998,996</b>	<b>3,133,663</b>	<b>17,972,574</b>	<b>17,756,252</b>
<b>Net Assets, End of Year</b>	<b>\$ 14,550,829</b>	<b>\$ 2,251,205</b>	<b>\$ 3,530,595</b>	<b>\$ 20,332,629</b>	<b>\$ 17,972,574</b>

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Functional Expenses  
 For the Year Ended December 31, 2017  
 (with comparative totals for the year ended December 31, 2016)

	Program Services	Management and General	Fundraising	2017 Total	2016 Total
Personnel expense:					
Salaries and wages	\$ 5,842,108	\$ 821,492	\$ 265,130	\$ 6,928,730	\$ 6,669,191
Employee benefits	680,093	75,328	25,925	781,346	624,248
Payroll related costs	646,231	73,785	31,004	751,020	691,003
Mileage reimbursement	418,205	2,363	959	421,527	415,527
Contracted services	485,786	44,338	16,950	547,074	537,359
Subtotal personnel expense	8,072,423	1,017,306	339,968	9,429,697	8,937,328
Accounting	-	30,330	-	30,330	28,650
Assistance to individuals	744,299	-	-	744,299	681,368
Communications	145,684	3,950	5,312	154,946	149,797
Conferences, conventions, meetings	29,850	12,376	3,493	45,719	62,030
Depreciation	248,160	68,590	-	316,750	322,236
In kind contributions	135,809	23,594	-	159,403	226,102
Insurance	64,583	7,550	2,545	74,678	75,539
Interest	229,449	70,600	-	300,049	291,014
Legal	-	27,320	-	27,320	54,911
Membership dues	18,203	20,019	2,404	40,626	29,614
Miscellaneous	30,645	10,129	2,291	43,065	142,533
Occupancy	393,419	24,954	8,195	426,568	397,580
Printing and publications	33,999	4,097	30,005	68,101	63,800
Rental and equipment maintenance	86,533	21,602	1,334	109,469	103,322
Supplies	82,804	7,879	2,303	92,986	73,795
Travel	58,964	179	142	59,285	51,062
Total Functional Expenses	\$ 10,374,824	\$ 1,350,475	\$ 397,992	\$ 12,123,291	\$ 11,690,681

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

## CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Cash Flows  
For the Year Ended December 31, 2017  
(with comparative totals for the year ended December 31, 2016)

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 2,360,055	\$ 216,322
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	316,750	322,236
Restricted contributions	(265,005)	(12,066)
Realized (gain) loss on investments	60,566	(363,382)
Unrealized (gain) loss on investments	(2,049,713)	(546,408)
Change in beneficial interest in trust	(131,927)	119
Change in interest rate swap	(106,042)	(138,439)
Changes in operating assets and liabilities:		
Accounts receivable	(281,333)	58,729
Prepaid expenses	(40,494)	(1,332)
Contributions receivable	-	(40,000)
Accounts payable	(31,103)	(57,023)
Accrued expenses	(149,642)	259,691
Other liabilities	47,675	-
Net Cash Provided (Used) By Operating Activities	<u>(270,213)</u>	<u>(301,553)</u>
Cash Flows From Investing Activities:		
Purchases of investments	(15,732,031)	(144,705)
Proceeds from sale of investments	15,991,440	684,043
Purchase of fixed assets	<u>(261,461)</u>	<u>(118,812)</u>
Net Cash Provided (Used) By Investing Activities	(2,052)	420,526
Cash Flows From Financing Activities:		
Restricted contributions	265,005	12,066
Payment of long term debt	<u>(135,005)</u>	<u>(125,000)</u>
Net Cash Provided (Used) By Financing Activities	<u>130,000</u>	<u>(112,934)</u>
Net Change in Cash and Cash Equivalents	(142,265)	6,039
Cash and Cash Equivalents, Beginning	<u>1,032,696</u>	<u>1,026,657</u>
Cash and Cash Equivalents, Ending	<u>\$ 890,431</u>	<u>\$ 1,032,696</u>
SUPPLEMENTAL INFORMATION:		
Interest Paid	<u>\$ 300,049</u>	<u>\$ 291,014</u>

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

## CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Notes to Consolidated Financial Statements  
For the Year Ended December 31, 2017

### 1. Description of Organization

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

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

#### t. **Early Childhood – Family Support & Education Services**

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

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

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

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

**2. Children, Youth, and Family - Intervention and Treatment Programs**

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

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

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

**3. Runaway and Homeless Youth Services**

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

**4. Senior Care and Independent Living**

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



Additionally, the Organization runs two unique programs:

**Camp Spaulding** – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 96 year camp history, an exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

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

## 2. Significant Accounting Policies

The Organization prepares its consolidated financial statements in accordance with Generally Accepted Accounting Principles promulgated in the United States of America (GAAP) for nonprofit organizations. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the consolidated financial statements.

### *Net Assets*

The consolidated financial statements report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

#### *Unrestricted Net Assets*

Unrestricted net assets are resources available to support operations. The only limits on the use of unrestricted net assets are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its organizing documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

#### *Temporarily Restricted Net Assets*

Temporarily restricted net assets are resources that are restricted by donors for use for a particular purpose or in a particular future period. The Organization's unspent contributions are classified in this net asset class if

the donor limited their use, as are the unspent appreciation, of its donor-restricted endowment funds.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the consolidated financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.

#### ***Permanently Restricted Net Assets***

Permanently restricted net assets are resources whose use by the Organization is limited by donor-imposed restrictions that neither expire by being used in accordance with a donor's restriction nor by the passage of time. The portion of the Organization's donor-restricted funds that must be maintained in perpetuity is classified in this net asset class, as is the Organization's beneficial interest in perpetual charitable trusts. Unless restricted by the donor, income earned on permanently restricted net assets is expendable to support operations, subject to certain restrictions.

All revenues and net gains are reported as increases in unrestricted net assets in the Statement of Activities unless the use of the related resources is subject to temporary or permanent donor restrictions. All expenses and net losses, other than losses on endowment investments, are reported as decreases in unrestricted net assets. Net losses on endowment investments reduce temporarily restricted net assets to the extent that temporarily restricted net gains from prior years are unspent and classified there; remaining losses are classified as decreases in unrestricted net assets. If an endowment fund has no net gains from prior years, such as when a fund is newly established, net losses are classified as decreases in unrestricted net assets.

#### ***Principles of Consolidation***

The consolidated financial statements of the Organization include the accounts of Child and Family Services of New Hampshire and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

#### ***Comparative Financial Information***

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended December 31, 2016, from which the summarized information was derived.

### ***Cash Equivalents***

Cash equivalents are short term, interest bearing, highly liquid investments with original maturities of three months or less, unless the investments are held for meeting donor restrictions. Temporarily restricted cash investments held within investment portfolios are excluded from cash equivalents.

### ***Investments***

The Organization maintains pooled investment accounts for its restricted endowments. 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.

### ***Accounts Receivable and Revenue***

Accounts receivable is recognized when qualifying costs are incurred for cost reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

### ***Allowance for Doubtful Accounts***

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account, management has taken into account a variety of factors.

### ***Beneficial Interest***

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

### *Property and Equipment*

Property and equipment is reported at cost, if purchased, and at fair value at the date of donation, if donated. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment, are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Property and equipment is capitalized if it has a cost of \$1,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Buildings and improvements	15 – 50 years
Furniture, fixtures, and equipment	5 – 10 years
Vehicles	5 years
Software	5 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the consolidated financial statements in the current period.

### *Interest-Rate Swap*

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable (Note 9). The related liability is reported at fair value in the Statement of Financial Position, and unrealized gains or losses are included in the Statement of Activities.

### *Accounting for Contributions*

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as temporarily restricted until the payment is due unless the

contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

### ***Gifts-in-Kind Contributions***

The Organization periodically receives contributions in a form other than cash. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses 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 contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services to the Organization's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in the consolidated financial statements. Generally Accepted Accounting Principles allow 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.

### ***Functional Allocation of Expenses***

The cost of providing the Organization's programs and other activities is summarized on a functional basis in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

### *Use of Estimates*

The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the consolidated financial statements. On an ongoing basis, the Organization's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Organization's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

### *Tax Status*

Child and Family Services of New Hampshire is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

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).

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's consolidated financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) are subject to examination by the IRS, generally for three years after filing.

### *Financial Instruments and Credit Risk*

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are made by diversified investment managers whose performance is monitored by the Board of Trustees. 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*

The Organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by Generally Accepted Accounting Principles, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- *Level 1.* Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- *Level 2.* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:
  - quoted prices for similar assets or liabilities in active markets;
  - quoted prices for identical or similar assets in markets that are not active;
  - observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and
  - inputs derived principally from, or corroborated by, observable market data by correlation or by other means.
- *Level 3.* Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

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

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

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 5) – Level 1.
- Recurring measurement of beneficial interests in trusts (Note 6) – Level 3.
- Recurring measurement of line of credit (Note 8) – Level 2.

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

### 3. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2017			2016		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 628,244	\$ (3,900)	\$ 624,344	\$ 497,717	\$ (4,700)	\$ 493,017
Fees for service	260,404	-	260,404	110,398	-	110,398
	<u>\$ 888,648</u>	<u>\$ (3,900)</u>	<u>\$ 884,748</u>	<u>\$ 608,115</u>	<u>\$ (4,700)</u>	<u>\$ 603,415</u>

### 4. Prepaid Expenses

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

### 5. Investments

Investments at fair value consist of mutual funds totaling \$17,630,209 and \$15,900,471 at December 31, 2017 and 2016, respectively.

Under the terms of the Organization's line of credit agreement (Note 8), the Organization has agreed not to pledge these investments as security on any other debt.

For the years ended December 31, 2017 and 2016, expenses relating to investment revenues, including management fees, amounted to \$27,771 and \$66,376, respectively, and have been netted against investment revenues in the accompanying Statements of Activities.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2017 is 4.75% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for



identical investments as of the December 31, 2017. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

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

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

## 6. Beneficial Interest Held in Trust

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

At December 31, 2017 and 2016, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$868,099 and \$797,544, respectively. The Organization received \$32,744 and \$32,369 from the funds in 2017 and 2016, 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.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2017</u>	<u>2016</u>
Greenleaf	100%	\$ 401,167	\$ 375,595
Spaulding	100%	336,123	315,182
Cogswell	50%	<u>262,517</u>	<u>247,658</u>
Total		<u>\$ 999,807</u>	<u>\$ 938,435</u>

In 2017 and 2016, income distributed by these trusts was \$61,372 and \$42,064, respectively. Beneficial interest in funds held by others is reported at its 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. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Balance at December 31, 2015	\$ 1,736,098
Change in value of beneficial interest	<u>(119)</u>
Balance at December 31, 2016	1,735,979
Change in value of beneficial interest	<u>131,927</u>
Balance at December 31, 2017	<u>\$ 1,867,906</u>

## 7. Property, Equipment and Depreciation

A summary of the major components of property and equipment is presented below:

	<u>2017</u>	<u>2016</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	8,072,313	7,938,789
Furniture, fixtures, and equipment	796,686	699,160
Vehicles	101,585	88,391
Software	166,592	166,592
Construction in progress	<u>17,217</u>	<u>-</u>
Subtotal	10,269,342	10,007,881
Less: accumulated depreciation	<u>(4,002,980)</u>	<u>(3,686,230)</u>
Total	<u>\$ 6,266,362</u>	<u>\$ 6,321,651</u>

## 8. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2017 and was extended through June 30, 2018. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (4.50% at December 31, 2017), adjusted daily. At December 31, 2017, the balance on this line of credit was \$0.

## 9. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were

issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2017 and 2016 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, 2017 and 2016, the Organization recorded the swap liability position of \$1,062,342 and \$1,168,384, 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, 2017, the Organization was in compliance with these covenants.

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

<u>Year</u>	<u>Amount</u>
2018	\$ 140,000
2019	140,000
2020	150,000
2021	160,000
2022	160,000
Thereafter	<u>3,595,000</u>
	<u>\$ 4,345,000</u>

**10. Deferred Loans - NHHFA**

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

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

**11. Endowment Funds**

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

**Board-designated Investments**

As of December 31, 2017, the Board of Trustees had designated \$15,309,844 of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

## **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 of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets 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**

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. In accordance with Generally Accepted Accounting Principles, deficiencies of this nature are required to be restored from either temporarily restricted or unrestricted net assets, depending on donor stipulations. These deficiencies result from unfavorable market fluctuations that occur causing the original donor restricted contribution, plus accumulated investment earnings that, in accordance with donor stipulations, are required to be added to the original contribution, to fall below the accumulated balances. Donor stipulations for permanently restricted-income restricted funds require the reclassification of realized and unrealized earnings to temporarily restricted net assets. Based on donor stipulations, there are no temporarily or permanently restricted funds in deficit.

## **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 is 4.75% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment investments as of December 31, 2017 is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Donor-restricted endowment funds	\$ -	\$ 657,676	\$ 1,662,689	\$ 2,320,365
Board-designated endowment funds	<u>15,309,844</u>	<u>-</u>	<u>-</u>	<u>15,309,844</u>
Total funds	<u>\$ 15,309,844</u>	<u>\$ 657,676</u>	<u>\$ 1,662,689</u>	<u>\$ 17,630,209</u>

Changes in endowment net assets as of December 31, 2017 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Endowment net assets, beginning of year	\$ 14,027,737	\$ 475,050	\$ 1,397,684	\$ 15,900,471
Contributions	58,257	-	265,005	323,262
Withdrawals	(1,020,000)	-	-	(1,020,000)
Investment income	2,168,644	257,832	-	2,426,476
Net assets released from restriction	<u>75,206</u>	<u>(75,206)</u>	<u>-</u>	<u>-</u>
Endowment net assets, end of year	<u>\$ 15,309,844</u>	<u>\$ 657,676</u>	<u>\$ 1,662,689</u>	<u>\$ 17,630,209</u>

## 12. Temporarily Restricted Net Assets

Temporarily restricted net assets at December 31 were comprised of the following:

	<u>2017</u>	<u>2016</u>
Program restrictions:		
Camp	\$ 134,161	\$ 96,925
Child abuse prevention	322,306	194,372
Early intervention	2,000	7,000
Family counseling	20,860	44,588
Homecare	50,000	40,000
Human trafficking	6,000	-
Teen and youth	<u>131,895</u>	<u>133,350</u>
Subtotal	667,222	516,235
Capital campaign restrictions:		
Camp Pavillion	257,431	265,680
Camp Spaulding	249,224	299,000
Renovated teen center	215,463	232,037
Union Street	<u>204,189</u>	<u>210,994</u>
Subtotal	926,307	1,007,711
Cumulative appreciation on permanently restricted net assets	<u>657,676</u>	<u>475,050</u>
Total	<u>\$ 2,251,205</u>	<u>\$ 1,998,996</u>

## 13. Net Assets Released from Restriction

Net assets are released from restrictions by incurring expenses satisfying the restricted purpose, or by the passage of time.

## 14. Transactions with Related Parties

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the year ended December 31, 2017, the total legal expense from related parties was \$20,663.

**15. Defined Contribution Plan**

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2017 and 2016, respectively.

**16. Operating Leases**

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2018. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$141,787 and \$129,338 for the years ended December 31, 2017 and 2016, respectively.

**17. Concentrations 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.

The Organization invests in various investment securities. Investment securities 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:

**18. Subsequent Events**

Subsequent events have been evaluated through March 27, 2018, which is the date the consolidated financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the consolidated financial statements would be required.



Child and Family Services of New Hampshire  
 Consolidated Schedule of Operating Expenses  
 For the Year Ended December 31, 2017  
 (with comparative totals for the year ended December 31, 2016)

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2017 Total	-2016 Total
Salaries and wages	\$ 522,885	\$ 852,919	\$ 1,354,655	\$ 1,048,937	\$ 269,423	\$ 1,598,573	\$ 76,399	\$ 111,610	\$ 6,707	\$ 5,842,108	\$ 821,492	\$ 265,130	\$ 6,928,730	\$ 6,669,191
Employee benefits	37,324	150,239	149,749	143,568	25,368	152,914	17,176	2,894	865	680,093	75,328	25,925	781,346	624,248
Payroll related costs	60,648	89,118	157,560	114,720	28,621	179,648	6,661	8,721	534	646,231	73,785	31,004	751,020	691,003
Mileage reimbursement	9,801	40,061	235,980	57,575	16,478	56,311	1,708	217	74	418,205	2,363	959	421,527	415,527
Contracted services	22,582	31,653	60,627	153,644	18,505	20,030	7,847	6,966	163,932	485,786	44,338	16,950	547,074	537,359
Accounting	-	-	-	-	-	-	-	-	-	-	30,330	-	30,330	28,650
Assistance to individuals	5,012	197,839	390,953	138,033	1,505	2,431	500	-	8,028	744,299	-	-	744,299	681,368
Communications	10,050	40,518	39,937	25,217	4,881	20,441	2,329	1,569	742	145,684	3,950	5,312	154,946	149,797
Conferences, conventions, meetings	3,595	3,028	2,650	15,405	2,038	1,002	410	1,723	1	29,850	12,376	3,493	45,719	62,030
Depreciation	22,292	59,535	65,161	68,591	10,289	12,003	5,144	3,430	1,715	248,160	68,590	-	316,750	322,236
In-kind contributions	40	96,448	38,108	-	17	-	196	-	-	135,809	23,584	-	159,403	226,102
Insurance	5,371	10,827	18,268	14,174	3,224	10,907	752	833	227	64,583	7,550	2,545	74,678	75,539
Interest	22,944	35,300	67,070	70,600	10,590	12,355	5,295	3,530	1,765	229,449	70,600	-	300,049	291,014
Legal	-	-	-	-	-	-	-	-	-	-	27,320	-	27,320	54,911
Membership dues	1,785	1,024	1,425	8,195	450	6,514	-	800	-	18,203	20,019	2,404	40,626	29,614
Miscellaneous	1,904	4,475	9,008	3,468	4,316	6,800	176	220	276	30,645	10,129	2,291	43,065	142,533
Occupancy	36,936	128,658	107,440	67,757	9,760	36,536	2,575	3,394	362	393,419	24,954	8,195	426,568	397,580
Printing and publications	1,213	2,117	6,925	15,350	806	5,968	764	655	1	33,999	4,097	30,005	68,101	63,800
Rental and equipment maintenance	8,210	13,799	24,712	24,656	3,898	7,292	1,810	1,317	839	86,533	21,602	1,334	109,469	103,322
Supplies	5,700	29,306	19,274	11,666	1,734	13,904	575	598	47	82,804	7,879	2,303	92,986	73,795
Travel	1,511	30,689	7,144	14,168	862	3,940	176	219	275	58,964	179	142	59,285	51,062
<b>Current year totals</b>	<b>\$ 779,813</b>	<b>\$ 1,817,531</b>	<b>\$ 2,757,646</b>	<b>\$ 1,993,722</b>	<b>\$ 412,763</b>	<b>\$ 2,147,569</b>	<b>\$ 130,493</b>	<b>\$ 148,896</b>	<b>\$ 186,391</b>	<b>\$ 10,374,624</b>	<b>\$ 1,350,475</b>	<b>\$ 397,992</b>	<b>\$ 12,123,291</b>	
<b>Prior year totals</b>	<b>\$ 626,445</b>	<b>\$ 1,661,117</b>	<b>\$ 2,817,039</b>	<b>\$ 1,917,314</b>	<b>\$ 453,488</b>	<b>\$ 2,027,667</b>	<b>\$ 140,574</b>	<b>\$ 128,068</b>	<b>\$ 203,847</b>	<b>\$ 9,975,559</b>	<b>\$ 1,252,586</b>	<b>\$ 462,536</b>		<b>\$ 11,690,681</b>

See Independent Auditors' Report.

## **Board of Trustees**

December 5<sup>th</sup>, 2017

---

**Borja Álvarez de Toledo**  
*President/CEO*

**Lauren Adams**

**Suzanne Boulter, MD**

**Elaine Brody**

**Bill Conrad**

**Maria Devlin**

**Tiffany Diamond**

**Kara Dougherty**

**Wendy Gladstone**

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**Kirk Leoni**

**Marilyn Mahoney**

**Lyndsee Paskalis**

**Ken Sheldon**

**Jeffrey Seifert**

**Stephanie Singleton**

**Jennifer Stebbins**

**Child and Family Services of New Hampshire**

**Key Personnel**

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Borja Alvarez de Toledo	CEO	\$180,000	0	0
Colleen Ives	COO	\$105,000	0	0
Tony Cheek	CFO	\$100,339	0	0

## Borja Alvarez de Toledo, M.Ed.

464 Chestnut Street, Manchester, NH 03105 / 603-518-4300

alvarezdetoledob@cfsnh.org

### Professional Profile

- A seasoned leader with more than 15 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

Child and Family Services of New Hampshire  
Manchester, NH

December 2013- Present

*~ President and CEO*

- Responsible for program planning and development, insuring that CFS meets the community needs.
- Advance the public profile of CFS 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 CFS' 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

~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* (2<sup>nd</sup> ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field*. Presented at the 19<sup>th</sup> 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 14<sup>th</sup> 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

464 Chestnut St.  
Manchester, NH 03105/603-518-4362  
ivesc@cfsnh.org

### 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.

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### PROFESSIONAL EXPERIENCE

#### CHILD AND FAMILY SERVICES OF NH, 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 health care, 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

**ANTHONY F. CHEEK, JR.**


464 Chestnut St  
Manchester, NH 03105  
Phone: (603) 518-4113  
Email: cheekt@cfsnh.org

**EXPERIENCE:** Child & Family Services Manchester, NH  
01/11- Present Vice President/CFO

*Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees and a budget of \$12 Million.*

3/07- 1/11 Fountains America, Inc., Pittsfield, NH  
Vice President/Director of Finance

*Overall responsibility for the corporate finance, human resource and information technology functions of a US holding company and its three operating divisions, all subsidiaries of fountains plc headquartered in the UK.*

- 
- US budget responsibility \$7 Million, Group budget \$100 Million.
  - Prepare and monitor annual budgets.
  - Provide monthly financial analysis and forecasts to US President and UK group CFO.
  - Manage corporate risk matters including legal, insurance and compliance issues.
  - Oversee corporate tax matters and accounting standards compliance.
  - Manage accounting department staff of six for maximum efficiency and responsiveness to internal and external stakeholders.
  - Manage all human resource and payroll functions.
  - Manage IT infrastructure and support needs.
  - Work with US President and Division Presidents on strategic issues, company growth initiatives, product and regional cost analysis and acquisition/due diligence projects.

2/96- 3/07 Lakes Region Community Services Council, Inc., Laconia, NH  
Director of Finance (3/98-3/07)

*Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees, involving four corporate entities and a budget of \$20 Million.*

- Prepare and monitor annual budgets, and report monthly to Board of Directors.
- Negotiate funding with the New Hampshire Department of Health and Human Services.
- Prepare and manage contracts with funding sources and vendors.
- Supervision of 15 staff in finance, human resources and other administrative functions.
- Administer the agency's personnel policies, compensation and benefit plans.
- Ensure compliance with state and federal labor regulations.
- Oversee the installation and support of agency computer systems and networks.
- Implemented new IT network infrastructure for satellite offices to improve



- communication and optimize operations.
- Implemented new Medicaid billing and data collection software system.
- Manage all corporate risk management including legal issues, insurance coverage and corporate compliance matters.

*Assistant Controller (2/96-3/98)*

- Manage Accounting department responsible for five interrelated corporations.
- Oversee general ledgers for all corporations including timely monthly closings and account reconciliations.
- Present financial statements at monthly Board meeting.
- Manage staff of five including A/R, A/P, and G/L staff.
- Responsible for coordination of annual audits.
- Assist in preparation and maintenance of annual budgets.
- Converted general ledger software from an in-house system to Solomon IV, a Windows based multi-company software system.
- Responsible for the startup of two new corporations.
- Provide Executive Directors with accurate and timely operating statements and financial analysis.
- Responsible for daily cash management and banking relationships.

11/87 - 2/96

Boyd's Potato Chip Co., Inc., Lynn, MA

*Controller/General Manager*

- Prepared and analyzed monthly profit and loss statement.
- Monitored and controlled the flow of cash receipts and disbursements.
- Researched, designed specifications for and implemented a computer system to automate order entry, A/R, A/P, and inventory control, reducing data entry by 25% and improving inventory control.
- Coordinated annual audits.
- Administered group insurance plans and workers compensation program. Introduced new programs that resulted in savings to company and reduced workplace accidents.
- Renegotiated union contracts with union management.
- Managed all aspects of transportation and distribution, to ensure prompt deliveries and customer satisfaction.
- Supervised a staff of 20 including office, warehouse and transportation personnel.

EDUCATION:

1986

Bachelor of Science in Business Administration  
University of New Hampshire, Durham, NH

COMPUTER SKILLS:

Advanced computer skills including Microsoft Excel, Word and Access. Solomon Dynamics and Sage Accpac accounting systems. Crystal and FRx report writers.

## MONIQUE MCDONALD

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### EDUCATION

BACHELOR OF SOCIAL WORK; Wheelock College, Boston, Massachusetts  
Major: Social Work

CERTIFICATION, University of Cincinnati, Cincinnati, Ohio  
Subject: Thinking For a Change

CERTIFICATION, University of Cincinnati, Cincinnati, Ohio  
Assessment: Ohio Risk-Assessment

### SOCIAL SERVICE EXPERIENCE

PROGRAM COORDINATOR, STATE OF NEW HAMPSHIRE, CONCORD, NEW HAMPSHIRE  
2016 – Present

- Oversees and supervises assigned service staff while they are conducting cognitive behavioral group Thinking for a Change
- Evaluates program effectiveness and conducts progress reviews for performance improvement
- Maintains and monitors data related to inmates' minimum parole date and programming thereby assuring optimal match of client needs with program scheduling
- Consults with various departments within the Department of Corrections to assure continuity of care and a seamless case plan

CORRECTIONS COUNSELOR/CASE MANAGER, STATE OF NEW HAMPSHIRE, CONCORD, NEW HAMPSHIRE  
2012 – 2016

- Conduct Ohio Risk Assessment on incoming inmates and provide written summaries
- Maintains certifications that are necessary to perform job duties and responsibilities
- Prepare parole synopsis for adult parole board and attend parole hearings
- Train new case managers on department policies and case management functions
- Interview inmates requesting a protective custody board for clarity and understanding of issue
- Facilitates regular contact with outside agencies and programs such as alcohol / drug treatment facilities and mental health agencies for successful re-entry of population
- Assist inmates with resolving pending legal issues prior to parole
- Complete online disability applications with inmates and facilitate appointment with doctor to assess for disability
- Facilitate cognitive behavioral class; Thinking for a Change numerous times per year
- Prepare and conduct monthly class boards throughout the facility at all levels of classification
- Consults with numerous DOC departments to assure continuity of care and a seamless case plan

PARENT SUPPORT STAFF, CHILD AND FAMILY SERVICES, MANCHESTER, NEW HAMPSHIRE  
2011-2012 – Part Time

- Conducted weekly home visits with pregnant women and mothers of children under the age of one
- Provided support and education on the stages of development during pregnancy and infancy
- Connected clients with resources within their community
- Developed case plans with mothers addressing the child's needs as well as their own

INTAKE COORDINATOR/SUPERVISOR, FAMILIES IN TRANSITION, MANCHESTER, NEW HAMPSHIRE  
2008-2012

- Supervised intake interviews, addressed incomplete files and managed intake schedules for case managers
- Educated case managers and interns on eligibility procedures to ensure they were following agency, state and federal guideline
- Managed intern and group evaluations in conjunction with college professors
- Directed The Homeless Management Information System for the agency
- Coordinated relationships with area homeless shelters to ensure access to programs

**CASE MANAGER, FAMILIES IN TRANSITION, MANCHESTER, NEW HAMPSHIRE**

2002-2008

- Provided support to clients applying for disability and attended appeal hearings
- Designed, implemented and coordinated individual case plans for clients within the homeless population
- Maintained collateral contacts with homeless shelters, alcohol / drug treatment facilities and mental health agencies within the greater Manchester and Concord area for referral purposes
- Counseled clients on independent living skills, home and work adjustments and parenting
- Supervised and organized team meetings involving community agencies
- Provided on call clinical support for families in crisis

**FAMILY WORKER, SOUTHERN NH SERVICES, MANCHESTER, NEW HAMPSHIRE**

1999-2002

- Assisted in setting family goals and creating plans of action
- Conducted weekly home visits to assist in follow through of action plans
- Participated in ongoing Head Start recruitment



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

PO BOX 1806  
CONCORD, NH 03302-1806

603-271-5600 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
www.nh.gov/nhdoc

Helen E. Hanks  
Commissioner

Robin H. Maddaus  
Director

June 15, 2018

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

Pending G & C  
Approved 7/11/18  
Item # Item # 25

**REQUESTED ACTION**

Authorize the NH Department of Corrections to enter into a sole-source contract with Child and Family Services of New Hampshire (VC#177166), 464 Chestnut Street, Manchester, NH, in the amount of \$15,170.00 to provide part time personnel to implement family focused parenting curriculums for incarcerated men and women with substance misuse issues, for the period beginning upon Governor and Executive Council approval, through December 31, 2018. 100% Agency Income. (Federal at origin).

Funds are available in the following account:

Department of Correction Grants, Fatherhood Grant, 02-46-46-460510-83340000, with funds contingent upon the availability and continued appropriation of Federal funds.

Contract Agreement:		
Account	Description	SFY 2019
102-500731	Contracts for Program Serv	15,170.00
Total Contract Amount		15,170.00

**EXPLANATION**

This contract is a sole source contract as Child and Family Services was cited on the NHDOC Residential Substance Abuse Treatment (RSAT) grant proposal as a key partnership resource to provide personnel to facilitate a parenting curriculum within the NHDOC Family Connections Centers. Child and Family Services of New Hampshire is a non-profit organization that provides a wide array of social services, to include support and educational services to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. The NH Department of Corrections (NHDOC) Family Connections Centers strives to improve the relationships between persons under departmental control and their family members.

The NH Department of Corrections will utilize the RSAT funding to implement a Parenting Wisely program at the Family Connections Centers within the NH correctional facilities. The Parenting Wisely program is an evidence-based course that has demonstrated a reduction in teen alcohol and drug use, a reduction in aggressive behavior, and improved family communication. The program targets improvement of parent's behavior (intervention) while reinforcing a positive home life for the children (prevention). This pilot parenting program


will be launched with the expectation of a positive impact on the prevention of the cycle of substance misuse that is unintentionally taught to youth growing up with parents who engage in substance misuse themselves.

The goal of the program will be to give persons under departmental control, who are parents, the skills needed to improve family relationships. Parenting is extremely stressful for those separated from their children for long periods of time due to imprisonment. Trying to reunite with family members, exploring job potentials, and striving to stay clean and sober are additional stressors. Parenting Wisely will introduce real-life skills for coping with stress, thus reducing the chances of reverting to substance misuse. The program will be available to minimum security men and women residents who participate in the Family Connections Center program.

The collaboration between Child and Family Services and the NHDOC Family Connections Centers will provide experienced social service personnel to administer the Parenting Wisely curriculum and oversee parenting support groups.

In the event that Residential Substance Abuse Treatment funds no longer become available State general funds will not be requested to support this program.

Respectfully Submitted,



Helen E. Hanks  
Commissioner

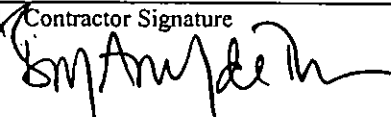
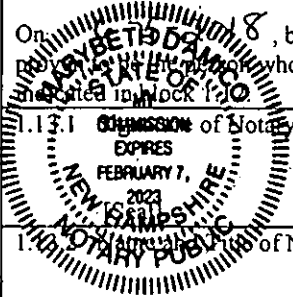
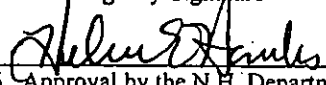


**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Child and Family Services of New Hampshire		1.4 Contractor Address 464 Chestnut Street, Manchester, NH 03105	
1.5 Contractor Phone Number 603-518-4000	1.6 Account Number 02-46-46-460510-83340000-102-500731	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$15,170.00
1.9 Contracting Officer for State Agency Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Borja Alvarez de Toledo, President & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>June 18, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily identified in block 1.10, whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity of _____			
1.13.1 <del>Commission</del> of Notary Public or Justice of the Peace EXPIRES FEBRUARY 7, 2023 			
1.13.2 Signature of Notary or Justice of the Peace <u>Marybeth D'Amico</u>		1.13.3 Name and Title of Notary or Justice of the Peace <u>Marybeth D'Amico, Supervisor, Business Staff</u>	
1.14 State Agency Signature  Date: <u>6/18/18</u>		1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/19/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: 		<b>DEPUTY SECRETARY OF STATE</b>	

JUL 11 2018

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Contractor Initials BA  
Date 6/5/18

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date

801  
6/5/18



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF CORRECTIONS  
 DIVISION OF ADMINISTRATION

Helen E. Hanks  
 Commissioner

Robin H. Maddaus  
 Director

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/doc

**AGREEMENT FOR Provide Curriculum Facilitator Services**

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department" or "NHDOC"), 105 Pleasant Street, Concord, NH 03301 and Child and Family Services of New Hampshire ("Contractor" or "CFS"), a New Hampshire Nonprofit Corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide two (2) Part Time CFS personnel to facilitate the Parenting Wisely curriculum and family support services for parents that are housed under the Departments' control and participate in the Family Connections Centers at the NH State Prison for Men (NHSP-M), 281 North Main Street, Concord, NH 03301, the Northern NH Correctional Facility, 138 East Milan Road, Berlin, NH 03570, and the NH Correctional Facility for Women (NHCF-W), 42 Perimeter Road, Concord, NH 03301.

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 follow:

**EXHIBIT A**

**SCOPE OF SERVICES**

1. Term of Agreement: The Term of Agreement shall become effective upon the Governor and Executive Council approval through December 31, 2018.
2. CFS Staff Duties:
  - 2.1. CFS's Responsibilities: Contractor shall provide two (2) PT staff as parenting curriculum facilitators at the NH Correctional Facilities, Family Connections Centers. Duties shall include:
    - a. Facilitate the Parenting Wisely curriculum at each of the C2 Custody level minimum security units for weekly Family Connection Center parenting support groups;
    - b. Provide support group attendance;
    - c. Respond to participants' parenting questions or concerns;
    - d. Report to the Family Connections Center staff;
    - e. CFS staff shall adhere to all safety and security regulations;
    - f. CFS shall perform all Scope of Services during regular five-day workweek, with overtime, weekends and holidays excluded.
  - 2.2. NHDOC's Responsibilities:
    - a. The Department's Family Connections Center Administrator shall oversee the CFS staff and assign work units and duties.
    - b. The Department's Family Connections Center Administrator shall document CFS staff hours for verification and reporting purposes.

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Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

3. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and notify the Department's Contract Liaison of such individual.
4. 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 Administrator of the Family Connections Center 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 Contractor and or Subcontractor employees to determine eligibility status.
5. Tool Inventory: Any tools to include equipment that the Contractor/Subcontractor needs to perform the required services shall be inspected and inventoried before entering and leaving the facility.
6. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Administrator of the Family Connections Center, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract.
7. 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 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](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).
8. 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.
9. Criminal Justice Information Services (CJIS): 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.  
Contract shall comply with The Criminal Justice Information Services Security Policy and is located as a separate link: [https://www.nh.gov/nhdoc/business/documents/cjis\\_security\\_policy.pdf](https://www.nh.gov/nhdoc/business/documents/cjis_security_policy.pdf).
10. Subcontractors: If a Subcontractor(s) is to be used for any portion of the services provided, prior approval from the NH Department of Corrections shall be required. Notification to the Department shall include the name of the Subcontractor, brief company profile and a description of the services/functions being subcontracted. Said Subcontractors shall meet all requirements described in the Contract.
11. 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.
12. Insurance: Contractor shall provide and maintain, at its expense, General Liability, Umbrella Liability, Workers Compensation, Automobile Insurance coverage with the State named as Additionally Insured for the life of the Contract.

**The remainder of this page is intentionally blank.**

## EXHIBIT B

### METHOD OF PAYMENT AND CONTRACT PRICE

The following is a description of the contract price and method of payment for the provision of Curriculum Faciliator Services for the New Hampshire Department of Corrections, Family Connections Centers.

1. Services will be billed with net 30 terms.
2. Contractor shall invoice for contractor personnel costs at the Salary rate of fifteen dollars (\$15.00) an hour and applicable hourly Benefits rate of 7.65%.
3. Original invoices shall be submitted by the contractor to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
4. Upon an approved invoice, the NHDOC, Bureau of Financial Services, may remit payment within thirty (30) days.
5. Total estimated contract price for personnel costs shall not exceed fifteen thousand one hundred seventy (\$15,170.00).

## EXHIBIT C

### SPECIAL PROVISIONS

The following is a description of the special provisions for the provision of Curriculum Faciliator Services for the New Hampshire Department of Corrections, Family Connections Centers.

1. Amend section 4, Conditional Nature of Agreement, by modifying 4 of the P-37, to include a final sentence of the clause to: This contract is funded by a Residential Substance Abuse Treatment sub-grant and funding is contingent upon continued availability of grant funds.
2. Amend section 14, Insurance, by modifying 14.3 of the P-37, by changing the last sentence of the clause to: Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.

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# State of New Hampshire

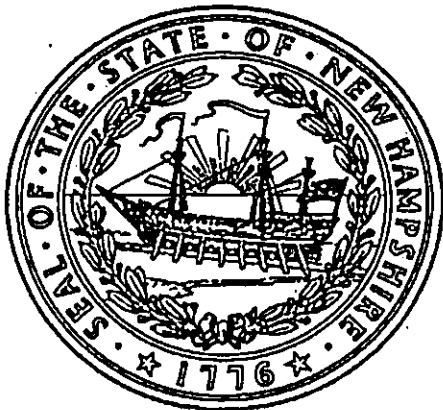
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE 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 : 0004097320



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of May A.D. 2018.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, WILLIAM CONRAD, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH  
(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 1/28/2014  
(Date)

~~RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its  
Department of Health and Human Services:~~ 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 5th day of June, 2018.



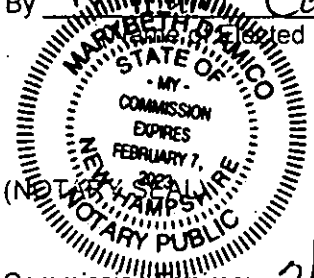
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 5th day of June, 2018.

By William Conrad  
(Elected Officer of the Agency)



Marybeth D'Amico  
(Notary Public/Justice of the Peace)

Commission Expires: 2/7/2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/11/2018

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		<b>CONTACT NAME:</b> Andrea Nicklin <b>PHONE (A/C No. Ext.):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> anicklin@crossagency.com <b>FAX (A/C No.):</b> (603) 645-4331	
<b>INSURED</b> Child & Family Services of New Hampshire Po Box 448 Manchester NH 03105		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Ins Co 18058 INSURER B: Granite State Health Care and Human INSURER C: Travelers Casualty & Surety Co of 31194 INSURER D: INSURER E: INSURER F:	

COVERAGES: CERTIFICATE NUMBER: 17-18 All/18-19 WC & 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 SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1672681	7/1/2017	7/1/2018	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 - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1672681	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB589194	7/1/2017	7/1/2018	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCBS20180000014 (3a.) NH All officers included	2/1/2018	2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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	4/1/2018	4/1/2019	Limit \$500,000
A	Professional Liability			PHPK1672681	7/1/2017	7/1/2018	Aggregate \$2,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire Department of Corrections P.O. Box 1806 Concord, NH 03301	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 T Franggos/JSC <i>Jalitha Franggos</i>
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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.

BORSA AWAZAY DE TOURO  
Name

[Signature]  
Signature

6/5/18  
Date

Marybeth D'Amico  
Witness Name

Marybeth D'Amico  
Signature

6/5/18  
Date



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 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.

SOZJA ALVAJEZ JETUENO  
Name

Marybeth D'Amico  
Witness Name

[Signature]  
Signature

Marybeth D'Amico  
Signature

6/5/18  
Date

6/5/18  
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, policies and procedures of the Department of Corrections and the State of New Hampshire.

SOEJA ALVARAZ DE TORES  
Name

[Signature]  
Signature

6/5/18  
Date

Marybeth D'Silva  
Witness Name

[Signature]  
Signature

6/5/18  
Date



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF CORRECTIONS  
 DIVISION OF ADMINISTRATION

Helen E. Hanks  
 Commissioner

Robin Maddaus  
 Director

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/nhdcc

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): BORSA ALVAREZ DE TOLEDO Date: 6/5/16  
 (Name of Contract Signatory)

Signature: [Handwritten Signature]  
 (Signature of Contract Signatory)

## **APPENDIX H SECURITY ADDENDUM**

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The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the  
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided; ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.



**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.1 Definitions

1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.1 Responsibilities of the Contracting Government Agency.

2.2 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgment may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.1 Responsibilities of the Contractor.

3.2 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.1 Security Violations:

4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRJ must be deleted or returned to the CGA.

5.1 Audit

5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.1 Scope and Authority

6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.5 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.6 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

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.

Monique McDonald Monique McDonald 6/5/18  
Printed Name/Signature of Contractor Employee Date

BORSA ALVARIZ DE TOLEA [Signature] 6/5/18  
Printed Name/Signature of Contractor Representative Date

CHILD AND FAMILY SERVICES, PRESIDENT & CEO  
Organization and Title of Contractor Representative