



Lori A. Shibillette  
Commissioner

Joseph E. Ribsam, Jr.  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 18, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **Retroactive Sole Source** amendment to an existing contract with Waypoint (VC#17766-B002), Manchester, NH to establish the Waypoint Warm Line, developed in response to the threat of COVID-19 in NH, by increasing the price limitation by \$100,000 from \$1,133,844 to \$1,233,844 with no change to the contract completion date of December 31, 2020, effective retroactive to April 1, 2020. 100% General Funds.

The original contract was approved by Governor and Council on December 20, 2017, item #13B. It was subsequently amended with Governor and Council approval on May 16, 2018, item #12; on January 23, 2019, item #23; and most recently amended with Governor and Council approval on December 18, 2019, item #35.

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT**

| State Fiscal Year | Class / Account | Class Title            | Job Number      | Current Budget   | Informational Item - Increase (Decrease) | Revised Budget   |
|-------------------|-----------------|------------------------|-----------------|------------------|--|------------------|
| 2018              | 102-500731      | Contracts for Prog Svc | 45030354        | \$126,922        | \$0                                      | \$126,922        |
| 2019              | 102-500731      | Contracts for Prog Svc | 45030354        | \$286,922        | \$0                                      | \$286,922        |
| 2020              | 102-500731      | Contracts for Prog Svc | 45030354        | \$160,000        | \$0                                      | \$160,000        |
|                   |                 |                        | <b>Subtotal</b> | <b>\$573,844</b> | <b>\$0</b>                               | <b>\$573,844</b> |

**05-95-042-421010-29570000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR CHILDREN, YOUTH AND FAMILIES, CHILD PROTECTION, CHILD PROTECTION**

| State Fiscal Year | Class / Account | Class Title            | Job Number      | Current Budget   | Increased (Decreased) Amount | Revised Budget   |
|-------------------|-----------------|------------------------|-----------------|------------------|------------------------------|------------------|
| 2020              | 102-500731      | Contracts for Prog Svc | 42105730        | \$320,000        | \$0                          | \$320,000        |
| 2021              | 102-500731      | Contracts for Prog Svc | 42105730        | \$240,000        | \$0                          | \$240,000        |
|                   |                 |                        | <b>Subtotal</b> | <b>\$560,000</b> | <b>\$0</b>                   | <b>\$560,000</b> |

**05-95-095-950010-56760000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS**

| State Fiscal Year | Class / Account | Class Title                   | Job Number      | Current Budget     | Increased (Decreased) Amount | Revised Budget     |
|-------------------|-----------------|-------------------------------|-----------------|--------------------|------------------------------|--------------------|
| 2020              | 103-502664      | Contracts for Operational Svc | 95010993        | \$0                | \$40,000                     | \$40,000           |
| 2021              | 103-502664      | Contracts for Operational Svc | 95010993        | \$0                | \$60,000                     | \$60,000           |
|                   |                 |                               | <b>Subtotal</b> | <b>\$0</b>         | <b>\$100,000</b>             | <b>\$100,000</b>   |
|                   |                 |                               | <b>Total</b>    | <b>\$1,133,844</b> | <b>\$100,000</b>             | <b>\$1,233,844</b> |

**EXPLANATION**

The Department requested that the Governor **retroactively** approve this item because Waypoint began offering Warm Line services, also referred to as the Family Resiliency Support Line, on April 1, 2020, as authorized in the Governor's Emergency Order #22 (*Authorization of emergency funding for child protection services*) to deal with the immediate need for assistance with information on dealing with interpersonal challenges between parents and children being restricted to their homes based on the stay-at-home orders, referrals for services, and prevention services. This item is **Sole Source** because the Department identified Waypoint as having the capacity to quickly and effectively respond to the increased demand for information, referrals, and prevention services during the COVID-19 pandemic because it is a statewide organization with regional offices around the state. Further, as a Family Resource Center, Waypoint is a community-based, family-oriented place for families to connect with local services and supports, tailored to their specific needs, during the COVID-19 pandemic.

The Department cannot determine the number of citizens who will be served as a result of this amendment.

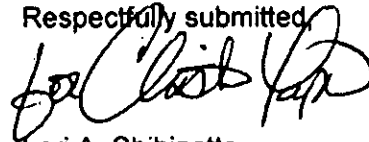
The Warm Line is another modality in which families can be reached during these extraordinary times. Alongside other community providers, including 211, Waypoint receives calls from individuals and families struggling with the stressors and unknown circumstances created by stay-at-home orders, and schools and childcare centers being closed. The Warm Line serves as a child abuse prevention and support service in times of increased stress and reduction of calls to protective services.

The Warm Line is staffed five days per week during business hours by an Administrative Staff member and a team of Family Support Specialists on a rotating schedule with two shifts each day. Each caller's name is recorded in a database with his or her contact information and presenting issue. The caller's information is entered into the database for the next available Family Support Specialist to return the call.

Since its inception, the Warm Line has triaged a wide range of requests for basic needs, including food and diapers, as well as more complex needs such as managing responsibilities of homeschooling and juggling work-from-home conditions. Relative caregivers have inquired about resources and tips to manage children in their custody. Several teenagers have called who are pregnant and require prenatal support and guidance. Others are seeking behavioral health support or may require more urgent help, so the Family Support Specialists make those connections with community providers accordingly. In some instances, when appropriate, the Family Support Specialist make referrals to other Waypoint programs where the caller may access case management support.

Area served: Statewide

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette", written over the typed name.

Lori A. Shibinette  
Commissioner

**New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Closure of Overdue Child Protective Assessments**

This 4<sup>th</sup> Amendment to the Closure of Overdue Child Protective Assessments contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Waypoint, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 464 Chestnut Street, Manchester, NH, 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2017 (Item #13B), as amended on May 16, 2018 (Item #12), as amended on January 23, 2019 (Item #23), as amended on December 18, 2019 (Item #35), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,233,844.
2. Add Exhibit A, Amendment #3, Scope of Services, Section 2. Scope of Services, Paragraph 2.9., to read:
  - 2.9. The Contractor shall operate the Waypoint Family Support Warm Line. The Contractor shall ensure:
    - 2.9.1. The Warm Line is staffed 5 days per week during business hours (8:00 am to 4:00 pm EST) by an administrative staff member and a team of Family Support Specialists on a rotating schedule with two shifts each day.
    - 2.9.2. Each caller's name is recorded in the database with contact information and presenting issue.
    - 2.9.3. The Family Support Specialist retrieves the caller's information from the database to return the call.
    - 2.9.4. The Family Support Specialist identifies any needs of the caller and assists with connecting the caller to supports and resources in the community.
3. Add Exhibit A, Amendment #3, Scope of Services, Section 3. Staffing, Paragraph 3.8., to read:
  - 3.8. The Contractor shall ensure the Family Support Warm Line is fully staffed forty (40) hours per week during business hours, ensuring:
    - 3.8.1. Staff are scheduled on rotating shifts to ensure full staff coverage.
    - 3.8.2. The Family Support Warm Line staff have a Bachelor's Degree in social work, counseling, psychology, criminal justice or other related field, plus two (2) years of experience in the human services field.
4. Delete Exhibit B-3 Amendment #3, Budget, in its entirety and replace with Exhibit B-3 Amendment

**New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments**

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- #4, Budget Sheet, which is attached hereto and incorporated by reference herein.
5. Delete Exhibit B-4 Amendment #3, Budget, in its entirety and replace with Exhibit B-4 Amendment #4, Budget Sheet, which is attached hereto and incorporated by reference herein.

*BA*  
6/5/20

**New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments**

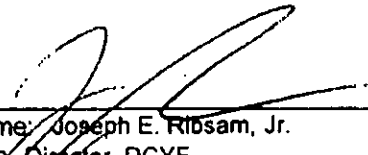


All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect. This amendment shall be effective retroactively to April 1, 2020, subject to the Governor's approval issued under the Executive Order 2020-04.

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

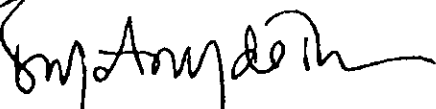
State of New Hampshire  
Department of Health and Human Services

6/8/2020  
Date

  
Name: Joseph E. Ribsam, Jr.  
Title: Director, DCYF

Waypoint

6/5/2020  
Date

  
Name: Boris ALVAREZ DE TOLEDO  
Title: President / CEO

OFFICE OF THE ATTORNEY GENERAL

Name: Christopher Marshall  
Title: Assistant Attorney General

OFFICE OF THE SECRETARY OF STATE

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit B-3, Amendment #4  
Budget Sheet**

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

**Bidder/Contractor Name: Waypoint**

**SS-2018-DCYF-12-ASMT-01-A04  
Budget Request for: Closure of Overdue Child Protective Assessments  
(Name of RFP)**

**Budget Period: July 1, 2019 through June 30, 2020 (SFY 2020)**

| Line/Item                        | Direct<br>Incremental | Indirect<br>Fixed   | Total                | Allocation Method for<br>Indirect/Fixed Cost |
|----------------------------------|-----------------------|---------------------|----------------------|--|
| 1. Total Salary/Wages            | \$ 282,738.00         | \$ 29,058.00        | \$ 311,796.00        | % of program cost to total costs             |
| 2. Employee Benefits             | \$ 142,455.00         | \$ 5,142.00         | \$ 147,597.00        | % of program cost to total costs             |
| 3. Consultants                   |                       |                     |                      |  |
| 4. Equipment:                    |                       |                     |                      |  |
| Rental                           |                       |                     |                      |  |
| Repair and Maintenance           |                       | \$ 2,289.00         | \$ 2,289.00          | % of program cost to total costs             |
| Purchase/Depreciation            |                       | \$ 1,497.00         | \$ 1,497.00          | % of program cost to total costs             |
| 5. Supplies:                     |                       |                     |                      |  |
| Educational                      |                       |                     |                      |  |
| Lab                              |                       |                     |                      |  |
| Pharmacy                         |                       |                     |                      |  |
| Medical                          |                       |                     |                      |  |
| Office                           |                       | \$ 321.00           | \$ 321.00            | % of program cost to total costs             |
| 6. Travel                        | \$ 2,250.00           | \$ 336.00           | \$ 2,586.00          | % of program cost to total costs             |
| 7. Occupancy                     |                       | \$ 2,049.00         | \$ 2,049.00          | % of program cost to total costs             |
| 8. Current Expenses              |                       |                     |                      |  |
| Telephone                        |                       | \$ 735.00           | \$ 735.00            | % of program cost to total costs             |
| Postage                          |                       |                     |                      |  |
| Subscriptions                    |                       |                     |                      | % of program cost to total costs             |
| Audit and Legal                  |                       |                     |                      |  |
| Insurance                        |                       | \$ 405.00           | \$ 405.00            | % of program cost to total costs             |
| Board Expenses                   |                       |                     |                      | % of program cost to total costs             |
| 9. Software                      |                       |                     |                      |  |
| 10. Marketing/Communications     | \$ 20,000.00          | \$ 450.00           | \$ 20,450.00         |  |
| 11. Staff Education and Training | \$ 1,125.00           | \$ 342.00           | \$ 1,467.00          | % of program cost to total costs             |
| 12. Subcontracts/Agreements      |                       | \$ 2,481.00         | \$ 2,481.00          | % of program cost to total costs             |
| 13. IT and Database Management   | \$ 20,000.00          |                     | \$ 20,000.00         |  |
| Interest Expense                 |                       | \$ 6,327.00         | \$ 6,327.00          | % of program cost to total costs             |
|                                  |                       |                     |                      |  |
|                                  |                       |                     |                      |  |
|                                  |                       |                     |                      |  |
| <b>TOTAL</b>                     | <b>\$ 468,568.00</b>  | <b>\$ 51,432.00</b> | <b>\$ 520,000.00</b> |  |

Indirect As A Percent of Direct

11.0%

**Exhibit B-4, Amendment #4  
Budget Sheet**

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

**Bidder/Contractor Name:** Waypoint

**SS-2018-DCYF-12-ASMT-01-A04**

**Budget Request for:** Closure of Overdue Child Protective Assessments

**Budget Period:** July 1, 2020 through December 31, 2020 (SFY 2021)

| Line Item                        | Direct Incremental   | Indirect Fixed      | Total                | Allocation Method for Indirect/Fixed Cost |
|----------------------------------|----------------------|---------------------|----------------------|---|
| 1. Total Salary/Wages            | \$ 171,369.00        | \$ 14,529.00        | \$ 185,898.00        | % of program cost to total costs          |
| 2. Employee Benefits             | \$ 81,227.50         | \$ 2,571.00         | \$ 83,798.50         | % of program cost to total costs          |
| 3. Consultants                   |                      |                     |                      |   |
| 4. Equipment:                    |                      |                     |                      |   |
| Rental                           |                      |                     |                      |   |
| Repair and Maintenance           |                      | \$ 1,144.50         | \$ 1,144.50          | % of program cost to total costs          |
| Purchase/Depreciation            |                      | \$ 748.50           | \$ 748.50            | % of program cost to total costs          |
| 5. Supplies:                     |                      |                     |                      |   |
| Educational                      |                      |                     |                      |   |
| Lab                              |                      |                     |                      |   |
| Pharmacy                         |                      |                     |                      |   |
| Medical                          |                      |                     |                      |   |
| Office                           |                      | \$ 160.50           | \$ 160.50            | % of program cost to total costs          |
| 6. Travel                        | \$ 1,125.00          | \$ 168.00           | \$ 1,293.00          | % of program cost to total costs          |
| 7. Occupancy                     |                      | \$ 1,024.50         | \$ 1,024.50          | % of program cost to total costs          |
| 8. Current Expenses              |                      |                     |                      |   |
| Telephone                        |                      | \$ 367.50           | \$ 367.50            | % of program cost to total costs          |
| Postage                          |                      |                     |                      |   |
| Subscriptions                    |                      |                     |                      | % of program cost to total costs          |
| Audit and Legal                  |                      |                     |                      |   |
| Insurance                        |                      | \$ 202.50           | \$ 202.50            | % of program cost to total costs          |
| Board Expenses                   |                      |                     |                      | % of program cost to total costs          |
| 9. Software                      |                      |                     |                      |   |
| 10. Marketing/Communications     | \$ 10,000.00         | \$ 225.00           | \$ 10,225.00         |   |
| 11. Staff Education and Training | \$ 562.50            | \$ 171.00           | \$ 733.50            | % of program cost to total costs          |
| 12. Subcontracts/Agreements      |                      | \$ 1,240.50         | \$ 1,240.50          | % of program cost to total costs          |
| 13. IT and Database Management   | \$ 10,000.00         |                     | \$ 10,000.00         |   |
| Interest Expense                 |                      | \$ 3,163.50         | \$ 3,163.50          | % of program cost to total costs          |
|                                  |                      |                     |                      |   |
|                                  |                      |                     |                      |   |
|                                  |                      |                     |                      |   |
| <b>TOTAL</b>                     | <b>\$ 274,284.00</b> | <b>\$ 25,716.00</b> | <b>\$ 300,000.00</b> |   |

Indirect As A Percent of Direct

9.4%

# State of New Hampshire

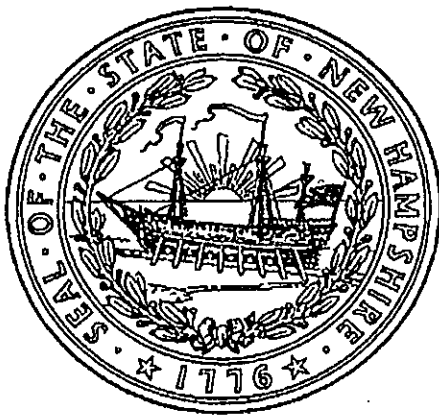
## Department of State

### 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: 0004898322



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of April A.D. 2020.

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

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

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

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 12/4/18.  
(Date)

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

**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, 2020

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2020

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

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

|                     |  |
|---------------------|--|
| PRODUCER            | CONTACT NAME: Andrea Nicklin                                       |
| FIA/Cross Insurance | PHONE (A/C, No, Ext): (603) 869-3218 FAX (A/C, No): (603) 845-4331 |
| 1100 Elm Street     | E-MAIL: anicklin@crossagency.com                                   |
| Manchester NH 03101 | INSURER(S) AFFORDING COVERAGE                                      |
|                     | INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058              |
| INSURED             | INSURER B: Granite State Health Care and Human Services Self-      |
| Waypoint            | INSURER C: Travelers Casualty & Surety Co of America 31194         |
| Po Box 448          | INSURER D:   |
| Manchester NH 03105 | INSURER E:   |
|                     | INSURER F:   |

## COVERAGES

CERTIFICATE NUMBER: 10-20 AM/20-21 WC &amp; F&amp;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   | ADOL INSD | SUBR WVD | POLICY NUMBER            | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|--------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC<br><input checked="" type="checkbox"/> OTHER: Professional Liability |           |          | PHPK2001884              | 07/01/2019              | 07/01/2020              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPO AGG \$ 2,000,000<br>Aggregate - Prof liab \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | PHPK2001895              | 07/01/2019              | 07/01/2020              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Medical payments \$ 5,000   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000<br><input type="checkbox"/> CLAIMS-MADE   |           |          | PHUB682310               | 07/01/2019              | 07/01/2020              | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | HCHS20200000242 (3a.) NH | 02/01/2020              | 02/01/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| C        | Fidelity & Forgery  |           |          | 105912196                | 04/01/2020              | 04/01/2021              | Limit 500,000<br>Deductible 5,000  |

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

Refer to policy for exclusionary endorsements and special provisions.

## CERTIFICATE HOLDER

## CANCELLATION

|   |   |
|---|---|
| State of New Hampshire Department of Health & Human Services<br>Brown Building<br>129 Pleasant Street<br>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.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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**WAYPOINT**

Help Along the Way

Formerly  
CHILD AND FAMILY SERVICES

MISSION STATEMENT:

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



**HEADQUARTERS**

toll free (800) 640.6486  
office (603) 518.4000  
fax (603) 668.6260

464 Chestnut Street  
PO Box 448  
Manchester, NH 03105  
[waypointnh.org](http://waypointnh.org)



# WAYPOINT

Help Along the Way

**WAYPOINT**

Consolidated Financial Statements

For the Year Ended December 31, 2019

(With Independent Auditors' Report Thereon)

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## INDEPENDENT AUDITORS' REPORT

To the Board of Trustees  
Waypoint

### Additional Offices:

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

### Report on the Financial Statements

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

### Management's Responsibility for the Financial Statements

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

### Auditors' Responsibility

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

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

fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

### **Opinion**

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

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

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

### **Other Matters**

#### *Other Information*

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

### Other Reporting Required by Government Auditing Standards

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

*Melanson Heath*

May 26, 2020

# WAYPOINT

## Consolidated Statement of Financial Position

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

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

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

# WAYPOINT

## Consolidated Statement of Activities

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

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

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

# WAYPOINT

## Consolidated Statement of Functional Expenses

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

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

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

# WAYPOINT

## Consolidated Statement of Cash Flows

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

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

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

## WAYPOINT

### Notes to Consolidated Financial Statements

For the Year Ended December 31, 2019

#### 1. Organization

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

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

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

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

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

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

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

### ***Children, Youth, and Family - Intervention and Treatment Programs***

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

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

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

### ***Runaway and Homeless Youth Services***

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

### ***Senior Care and Independent Living***

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

### ***Other Programs***

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

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

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

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

## 2. Significant Accounting Policies

### *Change in Accounting Principle*

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

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

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

#### *ASU 2016-01 Equity Investments*

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

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

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

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

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

### ***Cash and Cash Equivalents***

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

### ***Accounts Receivable***

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

### ***Contributions Receivable***

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

### ***Investments***

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

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

### ***Beneficial Interest Held in Trusts***

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

### ***Property and Equipment***

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

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in 2019 or 2018.

### ***Interest-Rate Swap***

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

### ***Net Assets***

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

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

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

### ***Revenue and Revenue Recognition***

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

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

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

#### ***Donated Services and In-Kind Contributions***

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

#### ***Advertising Costs***

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

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

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

#### ***Measure of Operations***

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

#### ***Income Taxes***

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

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

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

#### ***Estimates***

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

#### ***Financial Instruments and Credit Risk***

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

#### ***Fair Value Measurements and Disclosures***

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

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

*Level 1* – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

*Level 2* – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

*Level 3* – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

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

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

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

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

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

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

***New Accounting Standards to be Adopted in the Future***

***Leases***

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

### 3. Liquidity and Availability

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

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

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

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

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

#### 4. Accounts Receivable

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

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

#### 5. Prepaid Expenses

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

#### 6. Investments

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

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

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

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

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

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

#### 7. Beneficial Interest Held in Trusts

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

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

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

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

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

## 8. Property, Equipment, and Depreciation

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

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

## 9. Line of Credit

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

## 10. Bonds Payable

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

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

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

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

| <u>Year</u> | <u>Amount</u>       |
|-------------|---------------------|
| 2020        | \$ 150,000          |
| 2021        | 160,000             |
| 2022        | 165,000             |
| 2023        | 175,000             |
| 2024        | 180,000             |
| Thereafter  | <u>3,235,000</u>    |
| Total       | <u>\$ 4,065,000</u> |

#### **11. Deferred Loans - NHHFA**

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

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

#### **12. Endowment Funds**

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

##### ***Board-designated Endowment***

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

### ***Donor-designated Endowments***

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

### ***Funds with Deficiencies***

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

### ***Investment Policy***

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

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

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

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

### *Spending Policy*

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

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

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

### 13. Net Assets

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

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

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

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

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

Satisfaction of purpose restrictions:

|                        |                |
|------------------------|----------------|
| Camp                   | \$ 119,417     |
| Child abuse prevention | 150,071        |
| Family counseling      | 41,834         |
| Family resource center | 2,211          |
| Homecare               | 295,499        |
| Human trafficking      | 50,000         |
| IT and other projects  | 312,866        |
| Teen and youth         | <u>222,349</u> |
|                        | 1,194,247      |

Restricted-purpose spending-rate distributions and appropriations:

|                    |               |
|--------------------|---------------|
| General operations | 11,268        |
| Camp operations    | 27,789        |
| Other purposes     | <u>35,694</u> |
|                    | <u>74,751</u> |

|       |                     |
|-------|---------------------|
| Total | \$ <u>1,268,998</u> |
|-------|---------------------|

**14. Assistance to Individuals**

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

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

**15. Functionalized Expenses**

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

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

**16. Defined Contribution Plan**

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

**17. Operating Leases**

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

**18. Related Party Transactions**

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

**19. Prior Period Restatement**

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

**20. Concentration of Risk**

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

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

## **21. Subsequent Events**

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

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

# WAYPOINT

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

|                                       | Family<br>Counseling | Teen<br>and<br>Youth | Child Abuse<br>Treatment<br>& Family<br>Strengthening | Child<br>Abuse<br>Prevention | Early<br>Intervention | Homecare     | Adoptions<br>and<br>Pregnancy<br>Counseling | Child<br>Advocacy | Summer<br>Camp | Total<br>Program | Management<br>and<br>General | Fundraising | 2019<br>Total |
|---------------------------------------|----------------------|----------------------|---|------------------------------|-----------------------|--------------|---|-------------------|----------------|------------------|------------------------------|-------------|---------------|
| Salaries and wages                    | \$ 392,683           | \$ 811,578           | \$ 1,797,236  | \$ 1,563,113                 | \$ 359,348            | \$ 1,758,488 | \$ 88,632                                   | \$ 121,616        | \$ 7,144       | \$ 5,901,838     | \$ 814,197                   | \$ 340,669  | \$ 8,056,704  |
| Employee benefits                     | 36,382               | 123,479              | 255,330   | 224,471                      | 31,739                | 198,672      | 11,097                                      | 3,730             | 1,221          | 886,121          | 84,083                       | 24,372      | 994,576       |
| Payroll related costs                 | 55,625               | 95,590               | 231,536   | 195,954                      | 42,973                | 220,779      | 9,015                                       | 9,631             | 629            | 851,733          | 72,205                       | 27,088      | 961,026       |
| Mileage reimbursement                 | 4,517                | 37,961               | 230,948   | 66,254                       | 21,254                | 63,078       | 1,726                                       | 203               | 53             | 425,994          | 931                          | 199         | 427,124       |
| Contracted services                   | 16,066               | 53,084               | 86,374  | 138,533                      | 25,490                | 26,769       | 6,713                                       | 5,386             | 174,591        | 527,005          | 74,153                       | 54,573      | 655,732       |
| Accounting                            | -                    | -                    | -   | -                            | -                     | -            | -   | -                 | -              | -                | 31,699                       | -           | 31,699        |
| Assistance to individuals             | 57                   | 231,226              | 355,852   | 115,078                      | 8                     | -            | 7,614                                       | -                 | 6,965          | 716,800          | -                            | -           | 716,800       |
| Communications                        | 4,283                | 37,260               | 37,355  | 35,008                       | 5,136                 | 16,498       | 1,949                                       | 1,313             | 453            | 139,255          | 8,358                        | 4,741       | 152,354       |
| Conferences, conventions,<br>meetings | 1,480                | 5,540                | 4,918   | 8,837                        | 868                   | 9,187        | 350   | 16,987            | 272            | 48,489           | 5,949                        | 3,600       | 58,038        |
| Depreciation                          | 8,408                | 130,051              | 49,246  | 44,442                       | 8,408                 | 8,408        | 4,804                                       | 2,402             | 70,762         | 326,931          | 39,920                       | -           | 366,851       |
| In-kind contributions                 | -                    | 45,647               | 42,367  | -                            | -                     | -            | -   | -                 | -              | 88,014           | -                            | -           | 88,014        |
| Insurance                             | 4,078                | 11,053               | 21,357  | 17,108                       | 3,377                 | 7,044        | 703   | 760               | 210            | 65,690           | 9,585                        | 2,597       | 77,872        |
| Interest                              | 13,973               | 39,926               | 81,848  | 73,863                       | 13,974                | 13,974       | 7,985                                       | 3,993             | 1,996          | 251,532          | 67,874                       | -           | 319,406       |
| Legal                                 | (7,826)              | -                    | -   | -                            | -                     | 7,826        | -   | -                 | -              | -                | 20,671                       | -           | 20,671        |
| Membership dues                       | 5,699                | 1,530                | 2,425   | 8,235                        | 385                   | 3,456        | 170   | 767               | 112            | 22,789           | 1,916                        | 3,152       | 27,857        |
| Miscellaneous                         | (28,712)             | 3,212                | 3,536   | 8,736                        | 2,618                 | 33,253       | 6,686                                       | 234               | 658            | 30,221           | 14,869                       | 1,959       | 47,049        |
| Occupancy                             | 58,958               | 191,947              | 163,147   | 101,733                      | 11,823                | 6,820        | 3,105                                       | 3,915             | 1,628          | 543,136          | 29,481                       | 13,070      | 585,687       |
| Printing and publications             | 1,565                | 4,042                | 3,924   | 10,568                       | 1,356                 | 5,734        | 1,020                                       | 951               | 158            | 29,318           | 2,803                        | 29,732      | 61,853        |
| Rental and equipment<br>maintenance   | (692)                | 14,221               | 28,684  | 26,300                       | 4,936                 | 11,373       | 2,754                                       | 1,414             | 756            | 89,746           | 24,229                       | 6,542       | 120,517       |
| Supplies                              | 10,530               | 32,348               | 19,132  | 13,321                       | 1,185                 | 3,297        | 502   | 574               | 75             | 80,964           | 3,366                        | 5,099       | 89,429        |
| Travel                                | 3,779                | 22,015               | 8,192   | 14,803                       | 851                   | -            | 112   | 438               | 424            | 50,614           | 2,149                        | 9           | 52,772        |
| Total                                 | \$ 574,853           | \$ 1,891,710         | \$ 3,423,407  | \$ 2,668,407                 | \$ 535,729            | \$ 2,394,726 | \$ 154,938                                  | \$ 174,314        | \$ 268,107     | \$ 12,086,191    | \$ 1,308,438                 | \$ 517,402  | \$ 13,912,031 |

See Independent Auditors' Report.

# WAYPOINT

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

|                                       | Family<br>Counseling | Teen<br>and<br>Youth | Child Abuse<br>Treatment<br>& Family<br>Strengthening | Child<br>Abuse<br>Prevention | Early<br>Intervention | Homecare     | Adoptions<br>and<br>Pregnancy<br>Counseling | Child<br>Advocacy | Summer<br>Camp | Total<br>Program | Management<br>and<br>General | Fundraising | 2018<br>Total |
|---------------------------------------|----------------------|----------------------|---|------------------------------|-----------------------|--------------|---|-------------------|----------------|------------------|------------------------------|-------------|---------------|
| Salaries and wages                    | \$ 466,270           | \$ 940,297           | \$ 1,571,090  | \$ 1,435,811                 | \$ 344,092            | \$ 1,649,913 | \$ 81,328                                   | \$ 118,831        | \$ 6,728       | \$ 6,614,360     | \$ 849,923                   | \$ 316,127  | \$ 7,780,410  |
| Employee benefits                     | 39,799               | 135,622              | 190,979   | 181,757                      | 33,660                | 144,054      | 12,964                                      | 2,883             | 897            | 742,615          | 66,141                       | 19,071      | 827,827       |
| Payroll related costs                 | 56,957               | 100,911              | 173,279   | 161,282                      | 37,294                | 196,825      | 7,437                                       | 9,278             | 521            | 743,794          | 65,549                       | 25,122      | 834,455       |
| Mileage reimbursement                 | 5,850                | 41,849               | 249,506   | 66,137                       | 18,647                | 59,274       | 1,294                                       | 69                | 156            | 442,792          | 1,878                        | 413         | 445,083       |
| Contracted services                   | 28,809               | 43,507               | 95,385  | 165,055                      | 20,355                | 23,246       | 9,429                                       | 2,312             | 171,937        | 560,035          | 96,132                       | 6,553       | 662,720       |
| Accounting                            | -                    | -                    | -   | -                            | -                     | -            | -   | -                 | -              | -                | 28,700                       | -           | 28,700        |
| Assistance to individuals             | 5,054                | 190,794              | 358,345   | 133,826                      | -                     | 3,014        | 10,071                                      | -                 | 7,494          | 718,608          | -                            | -           | 718,508       |
| Communications                        | 8,493                | 38,575               | 41,973  | 33,808                       | 4,940                 | 16,451       | 1,998                                       | 1,522             | 584            | 148,344          | 10,147                       | 8,249       | 166,740       |
| Conferences, conventions,<br>meetings | 3,014                | 3,681                | 2,415   | 19,919                       | 1,544                 | 1,649        | 3   | 1,957             | 1              | 34,183           | 19,533                       | 2,302       | 56,018        |
| Depreciation                          | 7,672                | 118,639              | 44,925  | 40,542                       | 7,670                 | 7,670        | 4,383                                       | 2,191             | 64,553         | 298,245          | 36,417                       | -           | 334,662       |
| In-kind contributions                 | 1,510                | 61,077               | 27,626  | -                            | -                     | -            | -   | -                 | -              | 90,213           | 3,420                        | 1,000       | 94,633        |
| Insurance                             | 5,681                | 11,043               | 17,880  | 15,802                       | 3,228                 | 6,877        | 711   | 775               | 168            | 62,170           | 9,468                        | 2,466       | 74,104        |
| Interest                              | 13,902               | 39,721               | 81,429  | 75,485                       | 13,903                | 13,903       | 7,944                                       | 3,972             | 1,986          | 250,245          | 67,527                       | -           | 317,772       |
| Legal                                 | -                    | -                    | -   | -                            | -                     | -            | -   | -                 | -              | -                | 3,949                        | -           | 3,949         |
| Membership dues                       | 1,531                | 1,254                | 1,224   | 7,241                        | 8                     | 6,366        | 3   | 502               | 3              | 18,132           | 7,947                        | 3,913       | 29,992        |
| Miscellaneous                         | 1,647                | 4,518                | 6,725   | 3,475                        | 1,052                 | 5,881        | 648   | 174               | 232            | 24,352           | 13,167                       | 2,674       | 40,193        |
| Occupancy                             | 45,179               | 148,763              | 140,092   | 111,318                      | 10,107                | 27,452       | 3,222                                       | 3,597             | 5,889          | 495,619          | 41,188                       | 11,700      | 548,507       |
| Printing and publications             | 2,831                | 9,092                | 14,541  | 12,070                       | 3,003                 | 12,054       | 435   | 1,220             | 672            | 55,968           | 12,656                       | 22,916      | 91,540        |
| Rental and equipment<br>maintenance   | 5,310                | 15,574               | 30,366  | 27,270                       | 5,186                 | 6,293        | 2,860                                       | 1,485             | 823            | 95,167           | 25,585                       | 2,029       | 122,782       |
| Supplies                              | 10,874               | 26,700               | 21,931  | 17,739                       | 3,589                 | 12,408       | 654   | 719               | 71             | 94,685           | 17,700                       | 2,655       | 115,040       |
| Travel                                | 958                  | 36,453               | 4,652   | 14,225                       | 989                   | 3,233        | 134   | 147               | 464            | 61,265           | 3,144                        | 356         | 64,765        |
| Total                                 | \$ 711,421           | \$ 1,968,075         | \$ 3,084,373  | \$ 2,520,762                 | \$ 509,267            | \$ 2,196,563 | \$ 145,518                                  | \$ 151,634        | \$ 263,179     | \$ 11,550,792    | \$ 1,380,172                 | \$ 427,546  | \$ 13,358,510 |

See Independent Auditors' Report.



# WAYPOINT

Help Along the Way

Formerly  
CHILD AND FAMILY SERVICES

## BOARD OF TRUSTEES

SEPTEMBER 2019

Borja Alvarez de Toledo

*President and CEO*

Lauren Adams

Melissa Biron

Elaine Brody

Nina Chang

Bill Conrad

Maria Devlin

Tiffany Diamond

Jane Gile

Wendy Gladstone

Brad Kuster

Marilyn Mahoney

Holly Mintz

Lyndsee Paskalis

Shayleen Roberts

Mark Rouvalis

Ken Sheldon

Jeffrey Seifert

Stephanie Singleton

Jennifer Stebbins



### HEADQUARTERS

toll free (800) 640.6486  
office (603) 518.4000  
fax (603) 668.6260

464 Chestnut Street  
PO Box 448  
Manchester, NH 03105  
waypointnh.org

## COLLEEN M. IVES

### CHIEF OPERATING OFFICER

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

### PROFESSIONAL EXPERIENCE

#### WAYPOINT, Manchester, NH • 2018-Present

Statewide private nonprofit that works to advance the well-being of children and families through an array of community-based services.

##### Chief Operating Officer

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

#### ROCKPORT MORTGAGE CORPORATION, Gloucester, MA • 2008-2017

Leading national lender of US Housing & Urban Development insured commercial loans in healthcare, multifamily and affordable housing sectors.

##### Vice President, Operations & Quality Control

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

#### IVES DEVELOPMENT ASSOCIATES, Manchester, NH • 2005-2016

Consultancy providing strategic planning and leadership development to public, private and nonprofit companies throughout New England.

##### Principal

Design and facilitate customized corporate retreats, including strategic planning sessions, executive and Board of Directors' training and development, creation or re-affirmation of vision, mission and values and efforts to re-align leadership around key priorities and future direction of the organization. Integrate opportunities to shift organizational culture to more open and candid communications.

- Led an 18-month comprehensive change initiative that:
  - Resulted in the development of a transition plan for the assimilation of an Interim Executive Director including an operations plan that aimed to recalibrate the culture;
- Transformed climate of accountability for a \$55M client by implementing Balanced Scorecard strategic measurement system. Designed, coordinated and facilitated on-site internal and external analysis of 11 retail locations in 9 states, analyzing threats and weaknesses in business to build a platform for growth.

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

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**GRANITE STATE INDEPENDENT LIVING, Concord, NH • 2001-2005**

Statewide nonprofit offering long-term care, employment, transportation, advocacy, and other community-based services.

**Acting Executive Director & Chief Operating Officer**

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

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

**NEW HAMPSHIRE DEPARTMENT OF EDUCATION, VOCATIONAL REHABILITATION, SERVICES FOR BLIND AND VISUALLY IMPAIRED, Concord, NH • 1992-2000**

Statewide organization providing Registry of Legal Blindness, Sight Services for Independent Living, Vocational Rehabilitation and a Business Enterprise program.

**Statewide Director**

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

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

**EDUCATION**

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

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

Gina Corey Ferrante, C.P.A.

[REDACTED]

[REDACTED]

Core Skills:

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

Work Experience:

Community Teamwork, Inc. 2013-2019 Lowell, Massachusetts

**Director of Finance and Accounting**

Reporting to the CFO, manage staff in the accounting department and coordinating annual budget for \$90 million agency providing housing, WIC, Energy and Child Care Services to low-income individuals

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

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

**Audit Manager**

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

Digital Equipment Corporation 1987-1992 Acton, Massachusetts

**Accounting Systems Analyst**

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

Epsilon Data Management 1985-1987

Burlington, Massachusetts

**Director of Accounting**

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

Ryder Systems, Inc. 1984-1985

Miami, Florida

**Manager of Accounting**

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

Price Waterhouse 1981-1984

Miami, Florida

**Senior Accountant**

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

**Education:**

Florida International University

Masters of Science in Taxation

University of Miami

BBA Accounting

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

Borja Alvarez de Toledo, M.Ed.

[REDACTED]

[REDACTED]

## Professional Profile

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

## Professional Experience

Waypoint, formerly Child and Family Services of New Hampshire  
Manchester, NH

December 2013- Present

### *~ President and CEO*

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

Riverside Community Care  
Dedham, MA

2009- 2013

### *~ Division Director, Child and Family Services*

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

The Guidance Center, Inc.  
Cambridge, MA

1998 - 2009

### *~ Chief Operating Officer*

2007 - 2009

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

Private Practice in Psychotherapy and Clinical Consultation  
Madrid, Spain

1992 - 1998

Universidad Pontificia de Comillas  
Madrid, Spain

1991 - 1998

*~Adjunct Faculty*

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

Centro Médico-Psicopedagógico  
Madrid, Spain

1994 - 1997

*~Clinical Coordinator/Director of Training.*

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

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

1991- 1994

*~ Senior Drug and Alcohol Counselor; Drug and Alcohol Program*

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

*~ Senior Family Therapist, Couples and Family Therapy Program*

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

Charles River Health Management  
Boston, MA

1989 - 1991

*~ Senior Family Therapist, Home Based Family Treatment Program.*

## Education

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

## Publications

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.), *Social Worker's Desk Reference* (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, J.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.



# WAYPOINT

Help Along the Way

Waypoint

Key Personnel

Formerly  
CHILD AND FAMILY SERVICES

| Name                    | Job Title | Salary  | % Paid from this Contract | Amount Paid from this Contract |
|-------------------------|-----------|---------|---------------------------|--------------------------------|
| Borja Alvarez de Toledo | CEO       | 185,411 | 10%                       | 18,541                         |
| Colleen Ives            | COO       | 114,400 | 0%                        |                                |
| Gina Ferrante           | CFO       | 115,000 | 0%                        |                                |
|                         |           |         |                           |                                |
|                         |           |         |                           |                                |



**HEADQUARTERS**

toll free (800) 640.6486  
office (603) 518.4000  
fax (603) 668.6260

464 Chestnut Street  
PO Box 448  
Manchester, NH 03105  
waypointnh.org



Jeffrey A. Meyers  
Commissioner

Joseph E. Ribsam, Jr.  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 4, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **sole source** amendment to an existing agreement with Waypoint (f/k/a Child and Family Services of New Hampshire) (Vendor #17766-B002), 464 Chestnut Street, Manchester, NH 03105, to provide services to assist in closing child protection assessments more timely by increasing the price limitation by \$560,000 from \$573,844 to \$1,133,844 and by extending the completion date from December 31, 2019 to December 31, 2020, effective upon Governor and Executive Council approval. 100% General Funds

The original contract was approved by the Governor and Executive Council on December 20, 2017, (Item #13B), and subsequently amended on May 16, 2018 (Item #12) and January 23, 2019 (Item #23).

Funds to support this request are available in the following accounts in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT**

| State Fiscal Year | Class / Account | Class Title                    | Job Number | Current Budget Amount | Increase/ (Decrease) Amount | Total Amount |
|-------------------|-----------------|--------------------------------|------------|-----------------------|-----------------------------|--------------|
| 2018              | 102-500731      | Contracts for Program Services | 45030354   | \$126,922             | \$0                         | \$126,922    |
| 2019              | 102-500731      | Contracts for Program Services | 45030354   | \$286,922             | \$0                         | \$286,922    |
| 2020              | 102-500731      | Contracts for Program Services | 45030354   | \$160,000             | \$0                         | \$160,000    |
| Subtotal:         |                 |                                |            | \$573,844             | \$0                         | \$573,844    |

**05-95-042-421010-29570000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR CHILDREN, YOUTH AND FAMILIES, CHILD PROTECTION, CHILD PROTECTION**

| State Fiscal Year | Class / Account | Class Title                    | Job Number | Current Budget Amount | Increase/ (Decrease) Amount | Total Amount |
|-------------------|-----------------|--------------------------------|------------|-----------------------|-----------------------------|--------------|
| 2020              | 102-500731      | Contracts for Program Services | 42105730   | \$0                   | \$320,000                   | \$320,000    |
| 2021              | 102-500731      | Contracts for Program Services | 42105730   | \$0                   | \$240,000                   | \$240,000    |
|                   |                 |                                |            | Subtotal:             | \$0                         | \$560,000    |
|                   |                 |                                |            | Totals:               | \$573,844                   | \$1,133,844  |

**EXPLANATION**

This request is **sole source** because the Contractor has a broad and deep understanding of the New Hampshire child protection system and has relationships with law enforcement, medical, and educational professionals throughout the State of New Hampshire, which are critical to accomplishing contract activities. This work requires the Contractor to have the capability to recruit and train a qualified workforce quickly. Further, due to the importance of the contracted services, this request is extending the contract one year beyond the current expiration date of December 31, 2019, provided for in the P-37, Paragraph 18, and in Exhibit C-1, Paragraph 3.

The purpose of this request is to make payment to the Contractor to continue to assist in closing child protection assessment cases from DCYF offices statewide. Closing of assessments will be assigned to the Contractor and completed as requested during the contract period. The Contractor will review the specific child protective assessments in need of closure, and complete required collateral contacts, data entry and required closing paperwork for these assessments in accordance with the Department's policies.

If this contract is approved, the Department expects the Contractor to assist with the closure of 2,700 child protection assessments once they have six case aides, hired and trained.

The following performance measures will continue to be used to measure the effectiveness of this contract:

- The Contractor will assist with the closure of approximately fifty-three (53) assessments each week.
- The Contractor will assist with the closure of up to 2,700 assessments by the end of the contract period.

The Contractor has achieved targeted results under this Contract, and the Department is satisfied with the performance and results of the Contractor.

This contractor will provide services that are part of a multi-pronged plan over the biennium the Department is employing to improve the timeliness of assessments and substantially reduce the number that are overdue. This problem has afflicted New Hampshire's

child protection system in recent years, and some progress is being made. In January 2016, there were approximately 3,500 assessments that were not closed within the sixty (60) day timeframe identified in DCYF policy. In October 2019, there were approximately 2,150 - a 38% reduction in part achieved due to the Waypoint contract. Over the course of the same period however, the number of total assessments has grown every year, from 10,500 in SFY 2016 to 12,400 in SFY 2019. Even with this increase, due to increased staffing, the average caseload of an assessment worker has decreased from over ninety (90) in January 2016 to the mid-forties today. At the same time, the number of families requiring intensive child protective supervision and out-of-home placement has grown by more than 50% since SFY15 from 1,028 to 1,685 in SFY19, adding additional pressure to Child Protection Service Workers (CPSWs).

Due to record high numbers of child protection assessments, high Child Protection Service Worker (CPSW) caseload levels, and the prioritization of assessing child safety, progress further progress to reduce has not been as rapid as hoped and therefore the plan over the SFY 20/21 biennium is to:

- Continue with the rapid hiring process currently in place for positions provided through SB6 over the course of SFY 20/21 and deploy new staff to District Offices with highest caseloads. There is a strong correlation between lower caseloads and improvements in timeliness of assessments.
- Extend and expand the Waypoint contract and deploy contract staff to District Offices with highest number of assessments not closed within specified timeframes with particular focus on securing needed information from collateral contacts, such as law enforcement, medical and schools
- Reduce demand for child protection assessments over the biennium by building out community based social supports and services, and expanding the voluntary service array with funding provided in the SFY 20/21 budget.
- Reduce/remove technology barriers that impact staff time to administratively complete and close cases within timeframes.
- Modify the Enhanced Assessment Policy to ensure staff time is dedicated to assessing situations where parents/caregivers are not under the care of a physician and otherwise cannot confirm a Plan of Safe Care.
- Employ a tiered huddle system across all District Offices and set benchmarks for assessment closures by District Office and Team and track progress in improved timeliness and reductions in backlogs.

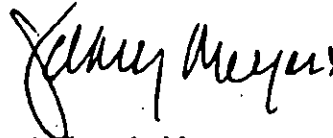
The new budget significantly increases CSPWs, supervisors, administrative support staff, and creates new Case Support Specialist (CSS) positions in SFY 20 and further in SFY 21 to systemically address this challenge going prospectively. Extending, and slightly expanding, this contract for one year will allow for enhanced support in closing assessments while new CPSWs, supervisors, support staff, and CSS's are recruited, hired and trained. DCYF having the staff they need to reach and sustain reasonable caseloads, along with the services children and families need, and technology to support expedient assessment documentation and closures critical to substantially improving timeliness of assessments and eliminating the backlog of overdue assessments. It is further anticipated that this will be final extension of this contract with the new staffing resources being fully available by that time.

Should the Governor and Executive Council not authorize this request, the Department may fail to meet the mandates of NH RSA 169-C "Child Protection Act".

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers", written in a cursive style.

Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the  
Closure of Overdue Child Protective Assessments**

This 3<sup>rd</sup> Amendment to the Closure of Overdue Child Protective Assessments contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Waypoint (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2017 (Item #13B), and amended on May 16, 2018 (Item # 12) and January 20, 2019 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
December 31, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to increase Price Limitation to read:  
\$1,133,844
3. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.
4. Delete Exhibit B-3 Amendment #2, Budget, in its entirety and replace with Exhibit B-3 Amendment #3, Budget Sheet.
5. Add Exhibit B-4, Amendment #3, Budget Sheet.

*JS*

*11/7/19*

New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments

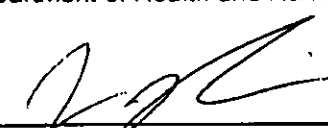


This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/12/19


Date

  
\_\_\_\_\_  
Joseph E. Ribsam  
Director

Waypoint

11/7/19

Date

  
\_\_\_\_\_  
Name: Bouja Alvarez de Toledo  
Title: President / CEO

Acknowledgement of Contractor's signature:

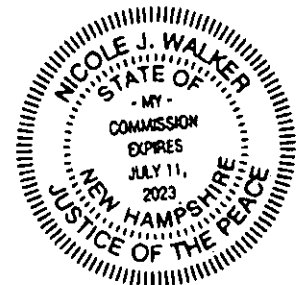
State of New Hampshire, County of Hillsborough on November 7th 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Nicole J. Walker

Signature of Notary Public or Justice of the Peace

Nicole J. Walker Administrative Assistant  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 7/11/2023



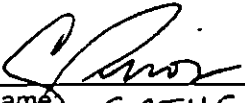
New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments



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

OFFICE OF THE ATTORNEY GENERAL

11/13/19  
Date

  
Name: CATHERINE PINOS  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments

Exhibit A, Amendment #3

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they shall provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.300.

**2. Scope of Services**

- 2.1. The Contractor shall provide services to the Department regarding the closing of overdue Child Protection Assessments which shall include but not limited to:
  - 2.1.1. Closing overdue Child Protective Assessment cases in Manchester, Laconia, Concord, Southern Seacoast & Berlin offices of the Department of Health and Human Services, Division for Children, Youth and Families (DCYF); with assessments from other offices assigned as requested;
  - 2.1.2. Analyzing and review of specific Child Protective Assessments in need of closure;
  - 2.1.3. Completing required collateral contacts, data entry and required closing paperwork for Child Protective Assessments according to DCYF Policy.
- 2.2. Contractor shall provide the following services to assist with low risk, Level 1 through 3 closures of overdue assessments:
  - 2.2.1. Recruiting and retention of up to six (6) full-time and temporary staff;
  - 2.2.2. Managing administrative tasks related to employment;
  - 2.2.3. Coordinating training of staff with DCYF;
  - 2.2.4. Assisting with closures from other DCYF offices as requested;
  - 2.2.5. Closing approximately fifty three (53) assessments each week, with a goal of closing up to 2,700 assessments by the end of the contract;
- 2.3. The Contractor shall hire full-time and temporary staff to complete the work.
- 2.4. The Contractor's Chief Operating Officer (COO) shall be the main point of contact between Contractor and DCYF.

Waypoint

Exhibit A, Amendment #3

Contractor Initials

*[Signature]*

SS-2018-DCYF-ASMT-01-A03

Page 1 of 3

Date

11/7/19



New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments

Exhibit A, Amendment #3

- 2.5. The COO shall coordinate training with DCYF.
- 2.6. Training shall include the following:
  - 2.6.1. Bridges use;
  - 2.6.2. Assessment policies;
  - 2.6.3. Procedures;
  - 2.6.4. Decision points; and
  - 2.6.5. Rule outs (assessments not ready to be closed).
- 2.7. Contractor shall work to close overdue assessments from the Manchester, Concord, Southern, Laconia, Berlin and Seacoast offices as the highest priority.
  - 2.7.1. Contractor shall submit a report which shall contain the number of assessments closed.
  - 2.7.2. Overdue assessments to be closed from other offices shall be completed by Contractor on an as requested basis.
  - 2.7.3. Cases assigned shall be those containing the oldest dates which need assertive collateral outreach and incomplete assessments from cases assigned to staff who no longer work for DCYF.
- 2.8. Contractor's staff, once trained, shall complete the following tasks during the closing process:
  - 2.8.1. Verifying case information;
  - 2.8.2. Reviewing existing investigations to determine activities to complete;
  - 2.8.3. Acquiring documentation which shall include medical, police and school records.
  - 2.8.4. Entering documentation into the Bridges system;
  - 2.8.5. Adding documents to the case file;
  - 2.8.6. Locating people of interest;
  - 2.8.7. Conducting interviews with collateral contacts which may include but not be limited to , physicians, teachers, and others who may have witnessed alleged child abuse or neglect;
  - 2.8.8. Contacting DCYF Lead Project Coordinator/Supervisor if information obtained indicates a child safety concern;
  - 2.8.9. Traveling when necessary in the greater Manchester and/or Concord, New Hampshire areas to attend training or meetings;
  - 2.8.10. Attending department and agency meetings as requested; and
  - 2.8.11. Submitting completed investigations for supervisory case closure review.

*[Signature]*

11/7/19



**New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments**

**Exhibit A, Amendment #3**

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**3. Staffing**

- 3.1. Contractor's COO shall be main point of contact between Contractor and DCYF.
  - 3.1.1. The COO shall recruit, interview, hire, monitor and retain up to six (6) staff to assist with overdue assessments.
- 3.2. Contractor shall hire one (1) Lead Case Aide who shall provide services as referenced in Sub-Section 2.7 of this contract including, but not limited to the following services:
  - 3.2.1. Complete assessments, provide supervisory support to other Case Aides;
  - 3.2.2. Assign assessments to other Case Aides;
  - 3.2.3. Respond to questions from other Case Aides; and
  - 3.2.4. Be the point of contact for Case Aides and DCYF staff;
- 3.3. Lead Case Aide shall work up to twenty-nine (29) hours per week.
- 3.4. Lead Case Aid shall have a Bachelor's Degree in social work, counseling, psychology, criminal justice or related field.
- 3.5. Contractor shall hire up to six (6) Case Aides who shall complete assessment tasks as referenced in Sub-Section 2.7 of the contract.
- 3.6. Case Aides shall work full time, 7.5 hours a day;
- 3.7. Case Aids shall have a Bachelor's Degree in social work, counseling, psychology, criminal justice or related field. An Associate's Degree with one (1) year of experience in a human service field shall be considered.

**4. Reporting**

- 4.1. The Contractor's staff shall, upon completion, submit case closure investigations for supervisory review on a daily basis during work hours.
- 4.2. The Contractor shall submit monthly, to the Department, with the invoice, a report which shall contain the number of assessment closures completed for that period.
- 4.3. The Contractor's Lead Case Aid shall submit a final report within thirty (30) days of end of contract which shall contain the total number of assessment closures completed.

**5. Performance Measures**

- 5.1. The Contractor shall ensure that following performance indicators are achieved and monitored monthly to measure the effectiveness of the agreement:
  - 5.1.1. Close approximately fifty three (53) assessments each week, once fully staffed and training has occurred;
  - 5.1.2. Close up to 2,756 assessments by the end of the contract period.
- 5.2. The Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

**Exhibit B-3, Amendment #3  
Budget Sheet**

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

**Bidder/Contractor Name:** Waypoint

**SS-2018-DCYF-12-ASMT**

**Budget Request for:** Closure of Overdue Child Protective Assessments  
(Name of RFP)

**Budget Period:** SFY 2020

| Line Item                               | Direct<br>Incremental | Indirect<br>Fixed   | Total                | Allocation Method for<br>Indirect/Fixed Cost |
|---|-----------------------|---------------------|----------------------|--|
| 1. Total Salary/Wages                   | \$ 282,738.00         | \$ 29,058.00        | \$ 311,796.00        | % of program cost to total costs             |
| 2. Employee Benefits                    | \$ 142,455.00         | \$ 5,142.00         | \$ 147,597.00        | % of program cost to total costs             |
| 3. Consultants                          |                       |                     |                      |  |
| 4. Equipment:                           |                       |                     |                      |  |
| Rental                                  |                       |                     |                      |  |
| Repair and Maintenance                  |                       | \$ 2,289.00         | \$ 2,289.00          | % of program cost to total costs             |
| Purchase/Depreciation                   |                       | \$ 1,497.00         | \$ 1,497.00          | % of program cost to total costs             |
| 5. Supplies:                            |                       |                     |                      |  |
| Educational                             |                       |                     |                      |  |
| Lab                                     |                       |                     |                      |  |
| Pharmacy                                |                       |                     |                      |  |
| Medical                                 |                       |                     |                      |  |
| Office                                  |                       | \$ 321.00           | \$ 321.00            | % of program cost to total costs             |
| 6. Travel                               | \$ 2,250.00           | \$ 336.00           | \$ 2,586.00          | % of program cost to total costs             |
| 7. Occupancy                            |                       | \$ 2,049.00         | \$ 2,049.00          | % of program cost to total costs             |
| 8. Current Expenses                     |                       |                     |                      |  |
| Telephone                               |                       | \$ 735.00           | \$ 735.00            | % of program cost to total costs             |
| Postage                                 |                       |                     |                      |  |
| Subscriptions                           |                       |                     |                      | % of program cost to total costs             |
| Audit and Legal                         |                       |                     |                      |  |
| Insurance                               |                       | \$ 405.00           | \$ 405.00            | % of program cost to total costs             |
| Board Expenses                          |                       |                     |                      | % of program cost to total costs             |
| 9. Software                             |                       |                     |                      |  |
| 10. Marketing/Communications            |                       | \$ 450.00           | \$ 450.00            |  |
| 11. Staff Education and Training        | \$ 1,125.00           | \$ 342.00           | \$ 1,467.00          | % of program cost to total costs             |
| 12. Subcontracts/Agreements             |                       | \$ 2,481.00         | \$ 2,481.00          | % of program cost to total costs             |
| 13. Other (specific details mandatory): |                       |                     |                      |  |
| Interest Expense                        |                       | \$ 6,327.00         | \$ 6,327.00          | % of program cost to total costs             |
|   |                       |                     |                      |  |
|   |                       |                     |                      |  |
|   |                       |                     |                      |  |
| <b>TOTAL</b>                            | <b>\$ 428,568.00</b>  | <b>\$ 51,432.00</b> | <b>\$ 480,000.00</b> |  |

Indirect As A Percent of Direct

12.0%

**Exhibit B-4, Amendment #3  
Budget Sheet**

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

**Bidder/Contractor Name:** Waypoint

**SS-2018-DCYF-12-ASMT  
Closure of Overdue Child Protective**

**Budget Request for:** Assessments

**Budget Period:** SFY 2021

| Line Item                               | Direct Incremental   | Indirect Fixed      | Total                | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|---------------------|----------------------|---|
| 1. Total Salary/Wages                   | \$ 141,369.00        | \$ 14,529.00        | \$ 155,898.00        | % of program cost to total costs          |
| 2. Employee Benefits                    | \$ 71,227.50         | \$ 2,571.00         | \$ 73,798.50         | % of program cost to total costs          |
| 3. Consultants                          |                      |                     |                      |   |
| 4. Equipment:                           |                      |                     |                      |   |
| Rental                                  |                      |                     |                      |   |
| Repair and Maintenance                  |                      | \$ 1,144.50         | \$ 1,144.50          | % of program cost to total costs          |
| Purchase/Depreciation                   |                      | \$ 748.50           | \$ 748.50            | % of program cost to total costs          |
| 5. Supplies:                            |                      |                     |                      |   |
| Educational                             |                      |                     |                      |   |
| Lab                                     |                      |                     |                      |   |
| Pharmacy                                |                      |                     |                      |   |
| Medical                                 |                      |                     |                      |   |
| Office                                  |                      | \$ 160.50           | \$ 160.50            | % of program cost to total costs          |
| 6. Travel                               | \$ 1,125.00          | \$ 168.00           | \$ 1,293.00          | % of program cost to total costs          |
| 7. Occupancy                            |                      | \$ 1,024.50         | \$ 1,024.50          | % of program cost to total costs          |
| 8. Current Expenses                     |                      |                     |                      |   |
| Telephone                               |                      | \$ 367.50           | \$ 367.50            | % of program cost to total costs          |
| Postage                                 |                      |                     |                      |   |
| Subscriptions                           |                      |                     |                      | % of program cost to total costs          |
| Audit and Legal                         |                      |                     |                      |   |
| Insurance                               |                      | \$ 202.50           | \$ 202.50            | % of program cost to total costs          |
| Board Expenses                          |                      |                     |                      | % of program cost to total costs          |
| 9. Software                             |                      |                     |                      |   |
| 10. Marketing/Communications            |                      | \$ 225.00           | \$ 225.00            |   |
| 11. Staff Education and Training        | \$ 562.50            | \$ 171.00           | \$ 733.50            | % of program cost to total costs          |
| 12. Subcontracts/Agreements             |                      | \$ 1,240.50         | \$ 1,240.50          | % of program cost to total costs          |
| 13. Other (specific details mandatory): |                      |                     |                      |   |
| Interest Expense                        |                      | \$ 3,163.50         | \$ 3,163.50          | % of program cost to total costs          |
|   |                      |                     |                      |   |
|   |                      |                     |                      |   |
|   |                      |                     |                      |   |
| <b>TOTAL</b>                            | <b>\$ 214,284.00</b> | <b>\$ 25,716.00</b> | <b>\$ 240,000.00</b> |   |

Indirect As A Percent of Direct 12.0%



Jeffrey A. Meyers  
Commissioner

Joseph E. Ribsam, Jr.  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4455 1-800-852-3345 Ext. 4455  
Fax: 603-271-4729 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov/dcyf

December 18, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families (DCYF), to retroactively amend an existing sole source contract with Waypoint (f/k/a Child and Family Services of New Hampshire), Vendor #17766-B002, 464 Chestnut Street, PO Box 448, Manchester, NH 03105 for the provision of services to assist in closing overdue child protection assessments by increasing the price limitation by \$320,000 from \$253,844 to an amount not to exceed \$573,844, and extending the contract completion date from December 31, 2018 to December 31, 2019, effective upon approval by the Governor and Executive Council. 100% General Funds.

The original contract was approved by the Governor and Executive Council on December 20, 2017, (Item #13B), and subsequently amended on May 16, 2018 (Item #12).

Funds to support this request are available in the following account for SFY 2019, and anticipated to be available in SFY 2020:

05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

| SFY  | Class / Account | Class Title                    | Job Number | Current Budget Amount | Increase/ (Decrease) Amount | Total Amount |
|------|-----------------|--------------------------------|------------|-----------------------|-----------------------------|--------------|
| 2018 | 102-500731      | Contracts for Program Services | 45030354   | \$126,922             | \$0                         | \$126,922    |
| 2019 | 102-500731      | Contracts for Program Services | 45030354   | \$126,922             | \$160,000                   | \$286,922    |
| 2020 | 102-500731      | Contracts for Program Services | 45030354   | \$0                   | \$160,000                   | \$160,000    |
|      |                 |                                | Totals:    | \$253,844             | \$320,000                   | \$573,844    |

### **EXPLANATION**

This request is retroactive because the decision to request additional time for the Contractor to continue to review overdue child protection assessment cases, was not finalized in time to present this request to the Governor and Executive Council before the current contract completion date of December 31, 2018.

This request is sole source because the Contractor has a broad and deep understanding of the New Hampshire child protection system and has relationships with law enforcement, medical, and educational professionals throughout the State of New Hampshire. This work requires the Contractor to have the capability to recruit and train a qualified workforce quickly. The Contractor has demonstrated the ability to recruit and maintain a sufficient numbers of qualified workers to meet the requirements of this contract.

Funds in this contract will be used to make payment to the Contractor to continue to close overdue child protection assessment cases from DCYF offices statewide. Closing of assessments will be assigned to the Contractor and completed as requested during the contract period. The Contractor will review the specific child protective assessments in need of closure, and complete required collateral contacts, data entry and required closing paperwork for these assessments in accordance with the Department's policies.

As referenced in Form P-37, Paragraph 18, General Provisions of this contract, and in Exhibit C-1, Revisions to General Provisions of this contract, the State reserves the right to amend the terms of the contract and to renew the contract for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Amendment #1 extended the contract for six (6) months. This request, if approved, will exercise the remaining available six (6) months of renewal, and will extend the contract for an additional six (6) months.

The following performance measures will continue to be used to measure the effectiveness of this contract:

- The Contractor will close approximately thirty-five (35) assessments each week.
- The Contractor will close up to 1,800 assessments by the end of the contract period.

The Contractor has achieved satisfactory results under this Contract, and the Department is satisfied with the performance and results of the Contractor.

As of March 9, 2018, the Department had 1,897 overdue assessments. Due to Child Protection Service Worker caseload levels, current child protection assessment staff and supervisors are not able to complete this work. The Division anticipates that the Contractor's success rate will continue if this request is approved.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the State Legislature and funds encumbered for the SFY 2020-2021 biennium.

His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
Page 3 of 3

Should the Governor and Executive Council not authorize this request, the Department may continue to fail to meet the mandates of NH RSA 169-C "Child Protection Act", which require that child protective assessments are closed within 60 days of receipt by the agency. There are currently more than 1,800 overdue assessments pending closure.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services**  
**Closure of Overdue Child Protective Assessments**

**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #2 to the**  
**Closure of Overdue Child Protective Assessments**

This 2<sup>nd</sup> Amendment to the Closure of Overdue Child Protective Assessments contract (hereinafter referred to as "Amendment #2") dated this 4th day of December, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Waypoint (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2017 (Item #13B), and amended on May 16, 2018 (Item # 12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 3, the parties may amend and renew the agreement for up to one (1) year upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree 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:  
December 31, 2019.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to increase Price Limitation to read:  
\$573,844.
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
6. Delete Exhibit B-2 Amendment #1, Budget, in its entirety and replace with Exhibit B-2 Amendment #2, Budget.
7. Add Exhibit B-3 Amendment #2, Budget.
8. Add Exhibit H, Certification Regarding Environmental Tobacco Smoke.
9. Add Exhibit I, Health Insurance Portability Act Business Associate Agreement.
10. Add Exhibit J, Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance.



**New Hampshire Department of Health and Human Services**  
**Closure of Overdue Child Protective Assessments**

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11. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

12/21/18  
Date

Joseph E. Ribsam  
Director

Waypoint

12/14/18  
Date

Soria Alvarez de Toledo  
Name: SORIA ALVAREZ DE TOLEDO  
Title: President / CEO

Acknowledgement of Contractor's signature:

State of NH, County of HILLSBOROUGH on 12/14/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jill Lowell  
Signature of Notary Public or Justice of the Peace

JILL LOWELL  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2022

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



**New Hampshire Department of Health and Human Services**  
**Closure of Overdue Child Protective Assessments**

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

**OFFICE OF THE ATTORNEY GENERAL**

1/2/19  
Date

[Signature]  
Name: Megan A. [Signature]  
Title: Attorney General

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-2 Amendment #2  
Budget**

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

**Bidder/Contractor Name:** Waypoint

**SS-2018-DCYF-12-ASMT**

**Closure of Overdue Child Protective**

**Budget Request for:** Assessments

*(Name of RFP)*

**SFY 2019 Twelve (12) Months (July 1, 2018 to**

**Budget Period:** June 30, 2019)

| Line Item                               | Direct Incremental   | Indirect: Fixed     | Total                | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|---------------------|----------------------|---|
| 1. Total Salary/Wages                   | \$ 189,553.00        | \$ 16,232.00        | \$ 205,785.00        | % of program cost to total costs          |
| 2. Employee Benefits                    | \$ 59,717.00         | \$ 2,871.00         | \$ 62,588.00         | % of program cost to total costs          |
| 3. Consultants                          | \$ -                 |                     | \$ -                 |   |
| 4. Equipment:                           | \$ -                 |                     | \$ -                 |   |
| Rental                                  | \$ -                 |                     | \$ -                 |   |
| Repair and Maintenance                  | \$ -                 | \$ 1,278.00         | \$ 1,278.00          | % of program cost to total costs          |
| Purchase/Depreciation                   | \$ -                 | \$ 836.00           | \$ 836.00            | % of program cost to total costs          |
| 5. Supplies:                            | \$ -                 |                     | \$ -                 |   |
| Educational                             | \$ -                 |                     | \$ -                 |   |
| Lab                                     | \$ -                 |                     | \$ -                 |   |
| Pharmacy                                | \$ -                 |                     | \$ -                 |   |
| Medical                                 | \$ -                 |                     | \$ -                 |   |
| Office                                  | \$ -                 | \$ 180.00           | \$ 180.00            | % of program cost to total costs          |
| 6. Travel                               | \$ 8,550.00          | \$ 260.00           | \$ 8,810.00          | % of program cost to total costs          |
| 7. Occupancy                            | \$ -                 | \$ 1,144.00         | \$ 1,144.00          | % of program cost to total costs          |
| 8. Current Expenses                     | \$ -                 |                     | \$ -                 |   |
| Telephone                               | \$ -                 | \$ 410.00           | \$ 410.00            | % of program cost to total costs          |
| Postage                                 | \$ -                 |                     | \$ -                 |   |
| Subscriptions                           | \$ -                 |                     | \$ -                 | % of program cost to total costs          |
| Audit and Legal                         | \$ -                 |                     | \$ -                 |   |
| Insurance                               | \$ -                 | \$ 227.00           | \$ 227.00            | % of program cost to total costs          |
| Board Expenses                          | \$ -                 |                     | \$ -                 | % of program cost to total costs          |
| 9. Software                             | \$ -                 |                     | \$ -                 |   |
| 10. Marketing/Communications            | \$ -                 | \$ 252.00           | \$ 252.00            |   |
| 11. Staff Education and Training        | \$ 375.00            | \$ 119.00           | \$ 494.00            | % of program cost to total costs          |
| 12. Subcontracts/Agreements             | \$ -                 | \$ 1,385.00         | \$ 1,385.00          | % of program cost to total costs          |
| 13. Other (specific details mandatory): | \$ -                 |                     | \$ -                 |   |
| Interest Expense                        | \$ -                 | \$ 3,533.00         | \$ 3,533.00          | % of program cost to total costs          |
|   | \$ -                 | \$ -                | \$ -                 |   |
|   | \$ -                 | \$ -                | \$ -                 |   |
|   | \$ -                 | \$ -                | \$ -                 |   |
|   | \$ -                 | \$ -                | \$ -                 |   |
| <b>TOTAL</b>                            | <b>\$ 258,195.00</b> | <b>\$ 28,727.00</b> | <b>\$ 286,922.00</b> |   |

Indirect As A Percent of Direct

11.1%

**Exhibit B-3 Amendment #2  
Budget**

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

**Bidder/Contractor Name:** Waypoint

**SS-2018-DCYF-12-ASMT  
Closure of Overdue Child Protective**

**Budget Request for:** Assessments

*(Name of RFP)*

**SFY 2020 Six (6) Months (July 1, 2019 to**

**Budget Period: December 31, 2019)**

| Line Item                               | Direct Incremental   | Indirect Fixed      | Total                | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|---------------------|----------------------|---|
| 1. Total Salary/Wages                   | \$ 94,248.00         | \$ 8,888.00         | \$ 103,932.00        | % of program cost to total costs          |
| 2. Employee Benefits                    | \$ 47,485.00         | \$ 1,714.00         | \$ 49,199.00         | % of program cost to total costs          |
| 3. Consultants                          | \$ -                 |                     | \$ -                 |   |
| 4. Equipment:                           | \$ -                 |                     | \$ -                 |   |
| Rental                                  | \$ -                 |                     | \$ -                 |   |
| Repair and Maintenance                  | \$ -                 | \$ 763.00           | \$ 763.00            | % of program cost to total costs          |
| Purchase/Depreciation                   | \$ -                 | \$ 499.00           | \$ 499.00            | % of program cost to total costs          |
| 5. Supplies:                            | \$ -                 |                     | \$ -                 |   |
| Educational                             | \$ -                 |                     | \$ -                 |   |
| Lab                                     | \$ -                 |                     | \$ -                 |   |
| Pharmacy                                | \$ -                 |                     | \$ -                 |   |
| Medical                                 | \$ -                 |                     | \$ -                 |   |
| Office                                  | \$ -                 | \$ 107.00           | \$ 107.00            | % of program cost to total costs          |
| 6. Travel                               | \$ 750.00            | \$ 112.00           | \$ 862.00            | % of program cost to total costs          |
| 7. Occupancy                            | \$ -                 | \$ 683.00           | \$ 683.00            | % of program cost to total costs          |
| 8. Current Expenses                     | \$ -                 |                     | \$ -                 |   |
| Telephone                               | \$ -                 | \$ 245.00           | \$ 245.00            | % of program cost to total costs          |
| Postage                                 | \$ -                 |                     | \$ -                 |   |
| Subscriptions                           | \$ -                 |                     | \$ -                 | % of program cost to total costs          |
| Audit and Legal                         | \$ -                 |                     | \$ -                 |   |
| Insurance                               | \$ -                 | \$ 135.00           | \$ 135.00            | % of program cost to total costs          |
| Board Expenses                          | \$ -                 |                     | \$ -                 | % of program cost to total costs          |
| 9. Software                             | \$ -                 |                     | \$ -                 |   |
| 10. Marketing/Communications            | \$ -                 | \$ 150.00           | \$ 150.00            |   |
| 11. Staff Education and Training        | \$ 375.00            | \$ 114.00           | \$ 489.00            | % of program cost to total costs          |
| 12. Subcontracts/Agreements             | \$ -                 | \$ 827.00           | \$ 827.00            | % of program cost to total costs          |
| 13. Other (specific details mandatory): | \$ -                 |                     | \$ -                 |   |
| Interest Expense                        | \$ -                 | \$ 2,109.00         | \$ 2,109.00          | % of program cost to total costs          |
|   | \$ -                 | \$ -                | \$ -                 |   |
|   | \$ -                 | \$ -                | \$ -                 |   |
|   | \$ -                 | \$ -                | \$ -                 |   |
| <b>TOTAL</b>                            | <b>\$ 142,856.00</b> | <b>\$ 17,144.00</b> | <b>\$ 160,000.00</b> |   |

Indirect As A Percent of Direct

12.0%



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: WAPPOINT

12/14/18  
Date

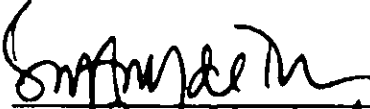
  
Name: Soja Alvarez de Tiedo  
Title: President/CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*SM*



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (f). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

BA



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

WAYPOINT

Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

WAT  
12/14/18



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

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

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

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

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

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

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

12/14/18  
Date

Contractor Name: WAPRO-INT  
  
Name: Boip Alvarez de Toledo  
Title: President/CEO

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 05-550-5906
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO. \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO \_\_\_\_\_ YES

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

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

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

|             |               |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

*[Handwritten Signature]*

*12/14/18*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BAI

12/14/18

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**  
**DIVISION FOR CHILDREN, YOUTH & FAMILIES**

Jeffrey A. Meyers  
 Commissioner

Joseph E. Ribeam, Jr.  
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-4451 1-800-852-3345 Ext. 4451  
 Fax: 603-271-4729 TDD Access: 1-800-735-2964  
 www.dhhs.nh.gov/dcyf

April 11, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS), Division for Children, Youth and Families (DCYF), to amend an existing sole source contract with Child and Family Services of New Hampshire, Vendor #17766-B002, 464 Chestnut Street, PO Box 448, Manchester, NH 03105, by increasing the price limitation by \$126,922, from \$126,922 in an amount not to exceed \$253,844, and extending the contract completion date from June 30, 2018 to December 31, 2018, to provide services to DCYF to assist in closing overdue Child Protection Assessments, effective July 1, 2018, upon Governor and Executive Council approval. 100% General Funds

Funds to support this request are available in the following account for SFY 2019.

05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

| Fiscal Year | Class / Account | Class Title                    | Job Number | Current Budget | Increase (Decrease) Amount | Total Amount |
|-------------|-----------------|--------------------------------|------------|----------------|----------------------------|--------------|
| SFY 2018    | 102-500731      | Contracts for Program Services | 45030354   | \$126,922      | -0-                        | \$126,922    |
| SFY 2019    | 102-500731      | Contracts for Program Services | 45030354   | -0-            | \$126,922                  | \$126,922    |
|             |                 |                                | Subtotal:  | \$126,922      | \$126,922                  | \$253,844    |
|             |                 |                                | Total:     |                |                            | \$253,844    |

### EXPLANATION

This request is sole source because Child and Family Services of New Hampshire has a broad and deep understanding of the New Hampshire child protection system and has relationships with multidisciplinary professionals, including law enforcement, medical, and educational, statewide. This work also requires that the vendor have the capability to recruit and train a qualified workforce quickly, which this vendor has accomplished.

Funds in this agreement will be used to make payment to the vendor to continue to close overdue child protection assessment cases from all district offices of the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (DCYF). Closing of assessments will be assigned to the vendor and completed as requested during the contract period. The vendor will review the specific child protective assessments in need of closure and complete required collateral contacts, data entry and required closing paperwork for these assessments according to DCYF Policy.

As referenced in Exhibit C-1 of this contract, Revisions to General Provisions, this Agreement contained language to extend for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Division is exercising this renewal option for a period of six (6) months.

The Contractor successfully fulfilled and achieved the performance measures in the original contract albeit with one less active case aide (from six (6) to five (5)) to perform duties as stated in the contract factoring in this decrease in staff. In a seven (7) week period, the Contractor closed 258 cases, which averages 37 per week. In consideration of the fact there are five (5) case aides, the tasks they must complete in order to make collateral calls, write closing letters and a final disposition, coupled with the adult learning curve; this is an appropriate number of processed referrals per contract, which indicates they will "Close approximately forty (40) assessments each week." As of March 9, 2018, the Division has 1,897 overdue assessments. Due to CPSW caseload levels, current child protection assessment staff and supervisors are not able to complete this work. The Division anticipates that the Contractor's success rate with closings will continue therefore decreasing the number of overdue assessment case closures.

The following performance measures will be used to measure the effectiveness of the amendment agreement:

- The Contractor will close approximately forty (40) assessments each week, once fully staffed and training has occurred;
- The Contractor will close up to 1,000 assessments by the end of the contract period.

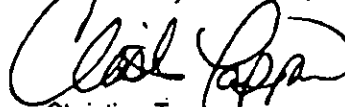
His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
Page 3

Should Governor and Executive Council not authorize this Request, DCYF will continue to fail to meet the mandates of NH RSA 169-C 'Child Protection Act'. DCYF is required by RSA 169-C to close protective assessments within 60 days of their being received by the agency. As stated above, DCYF still has over 1,800 overdue assessments. The continuation of this contract will allow DCYF to strive to meet the mandate of NH RSA 169-C.

Area served: Statewide

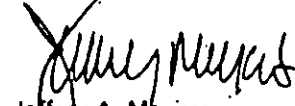
Source of Funds: 100% General Funds.

Respectfully submitted,



Christine Tappan  
Associate Commissioner

Approved by:



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Closure of Overdue Child Protective Assessments**

This 1<sup>st</sup> Amendment to the Closure of Overdue Child Protective Assessments contract (hereinafter referred to as "Amendment One") dated this 28th day of March, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2017, ITEM #138, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 3, the parties may amend and renew the agreement for up to one (1) year upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation to support continued delivery of these services.

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

1. Delete and replace Form P-37, Block 1.7, to read December 31, 2018.
2. Delete and replace Form P-37, Block 1.8, to increase Price Limitation by \$126,922 from \$126,922 to read: \$253,844.
3. Add Exhibit B-2 Budget - Amendment #1.

New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

4/13/18  
Date

State of New Hampshire  
Department of Health and Human Services

Christine Tappan  
Associate Commissioner

4/9/18  
Date

Child and Family Services of New Hampshire

Name: Stephanie D'Amico  
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on 4/9/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Marybeth D'Amico  
Signature of Notary Public or Justice of the Peace

Marybeth D'Amico, Supervisor Business Staff  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2-7-23



New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments



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

OFFICE OF THE ATTORNEY GENERAL

4/27/18  
Date

[Signature]  
Name: Walter A. Long  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-2 Budget  
Amendment #1**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Child and Family Services of New Hampshire

SS-2018-DCYF-12-ASMT

Closure of Overdue Child Protective

Budget Request for: Assessments

(Name of RFP)

SFY 2019 Six (6) Months (July 1, 2018 to

Budget Period: December 31, 2018)

| Line Item                               | Direct Incremental   | Indirect Fixed      | Total                | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|---------------------|----------------------|---|
| 1. Total Salary/Wages                   | \$ 95,307.00         | \$ 6,157.00         | \$ 101,464.00        | % of program cost to total costs          |
| 2. Employee Benefits                    | \$ 12,277.00         | \$ 955.00           | \$ 13,232.00         | % of program cost to total costs          |
| 3. Consultants                          | \$ -                 | \$ -                | \$ -                 |   |
| 4. Equipment:                           | \$ -                 | \$ -                | \$ -                 |   |
| Rental                                  | \$ -                 | \$ -                | \$ -                 |   |
| Repair and Maintenance                  | \$ -                 | \$ 589.00           | \$ 589.00            | % of program cost to total costs          |
| Purchase/Depreciation                   | \$ -                 | \$ 389.00           | \$ 389.00            | % of program cost to total costs          |
| 5. Supplies:                            | \$ -                 | \$ -                | \$ -                 |   |
| Educational                             | \$ -                 | \$ -                | \$ -                 |   |
| Lab                                     | \$ -                 | \$ -                | \$ -                 |   |
| Pharmacy                                | \$ -                 | \$ -                | \$ -                 |   |
| Medical                                 | \$ -                 | \$ -                | \$ -                 |   |
| Office                                  | \$ -                 | \$ 43.00            | \$ 43.00             | % of program cost to total costs          |
| 6. Travel                               | \$ 7,800.00          | \$ 125.00           | \$ 7,925.00          | % of program cost to total costs          |
| 7. Occupancy                            | \$ -                 | \$ 371.00           | \$ 371.00            | % of program cost to total costs          |
| 8. Current Expenses                     | \$ -                 | \$ -                | \$ -                 |   |
| Telephone                               | \$ -                 | \$ 172.00           | \$ 172.00            | % of program cost to total costs          |
| Postage                                 | \$ -                 | \$ -                | \$ -                 |   |
| Subscriptions                           | \$ -                 | \$ 75.00            | \$ 75.00             | % of program cost to total costs          |
| Audit and Legal                         | \$ -                 | \$ -                | \$ -                 |   |
| Insurance                               | \$ -                 | \$ 108.00           | \$ 108.00            | % of program cost to total costs          |
| Board Expenses                          | \$ -                 | \$ 45.00            | \$ 45.00             | % of program cost to total costs          |
| 9. Software                             | \$ -                 | \$ -                | \$ -                 |   |
| 10. Marketing/Communications            | \$ -                 | \$ -                | \$ -                 |   |
| 11. Staff Education and Training        | \$ -                 | \$ 119.00           | \$ 119.00            | % of program cost to total costs          |
| 12. Subcontracts/Agreements             | \$ -                 | \$ 898.00           | \$ 898.00            | % of program cost to total costs          |
| 13. Other (specific details mandatory): | \$ -                 | \$ -                | \$ -                 |   |
| Interest Expense                        | \$ -                 | \$ 1,494.00         | \$ 1,494.00          | % of program cost to total costs          |
|   | \$ -                 | \$ -                | \$ -                 |   |
|   | \$ -                 | \$ -                | \$ -                 |   |
|   | \$ -                 | \$ -                | \$ -                 |   |
|   | \$ -                 | \$ -                | \$ -                 |   |
| <b>TOTAL</b>                            | <b>\$ 115,384.00</b> | <b>\$ 11,638.00</b> | <b>\$ 126,922.00</b> |   |

Indirect As A Percent of Direct

10.0%

Contractor Initials: CS

Date: 4/9/14



Jeffrey A. Meyers  
Commissioner

Joseph E. Ribman, Jr.  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
Fax: 603-271-4729 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov/dcyf

# 138 mac  
GHC Approved  
12-20-2017

December 5, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division for Children, Youth and Families (DCYF), to enter into a sole source contract with Child and Family Services of New Hampshire, Vendor #17766-B002, 464 Chestnut Street, PO Box 448, Manchester, NH 03105, to provide services to DCYF to assist in closing overdue Child Protection Assessments, in an amount not to exceed \$126,922, effective January 1, 2018, or upon date of Governor and Executive Council approval, through June 30, 2018. 100% General Funds

Funds to support this request are available in the following account for SFY 2018.

05-95-045-450010-6127 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.  
HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT  
SUPPORT

| Fiscal Year | Class / Account | Class Title                    | Job Number | Total Amount |
|-------------|-----------------|--------------------------------|------------|--------------|
| SFY 2018    | 102-500731      | Contracts for Program Services | 45030354   | \$126,922    |
|             |                 |                                | Total      | \$126,922    |

EXPLANATION

This request is sole source because the work requires a vendor who has a broad and deep understanding of the New Hampshire child protection system and has relationships with multidisciplinary professionals, including law enforcement, medical, and educational, statewide. This work also requires that the vendor have the capability to recruit and train a qualified workforce quickly. The selected vendor, Child and Family Services of New Hampshire, has this capability.

His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
Page 2

Funds in this agreement will be used to make payment to the vendor to close overdue child protection assessment cases from the Manchester and Concord offices of the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (DCYF). Closing of assessments from other DCYF offices throughout the State will be assigned to the vendor and completed as requested during the contract period. The vendor will review the specific child protective assessments in need of closure and complete required collateral contacts, data entry and required closing paperwork for these assessments according to DCYF Policy.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to one (1) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should Governor and Executive Council not authorize this Request, DCYF's Adoption Assistance Program may not meet the requirements of the Adoptions and Safe Families Act of 1997 (H.R. 867) Public Law 105-89 which requires Documentation of Efforts to Adopt. For every child whose permanency plan is adoption or placement in another permanent home, states are required to document the steps taken to find an adoptive family or permanent home, place the child with the adoptive family, a fit and willing relative, a legal guardian, or in another planned living arrangement, and finalize the adoption or legal guardianship.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

  
Joseph E. Ribsam, Jr.  
Director

Approved by:

  
Jeffrey A. Meyers  
Commissioner

Subject: SS-2018-DCYP-12-ASMT

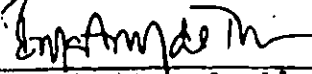

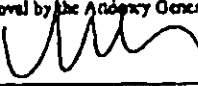
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

## AGREEMENT

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

## GENERAL PROVISIONS

## 1. IDENTIFICATION.

|  |   |  |                                   |
|--|---|--|-----------------------------------|
| 1.1 State Agency Name<br>NH Department of Health and Human Services  |   | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857                |                                   |
| 1.3 Contractor Name<br>Child and Family Services of New Hampshire  |   | 1.4 Contractor Address<br>464 Chestnut Street, PO Box 448<br>Manchester NH 03105         |                                   |
| 1.5 Contractor Phone Number<br>603-518-4300  | 1.6 Account Number<br>03-93-45-4500-61270000-102-300731 | 1.7 Completion Date<br>June 30, 2017   | 1.8 Price Limitation<br>\$126,922 |
| 1.9 Contracting Officer for State Agency<br>E. Maria Reinemann, Esq.<br>Director of Contracts and Procurement  |   | 1.10 State Agency Telephone Number<br>603-271-9330                                       |                                   |
| 1.11 Contractor Signature<br>   |   | 1.12 Name and Title of Contractor Signatory<br>Kerja ALMAZAR DE TOLUO<br>PRESIDENT & CEO |                                   |
| 1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Hillsborough</u><br>On <u>12-6-17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12. |   |  |                                   |
| 1.13.1 Notary Public or Justice of the Peace:<br><br><u>Matthew D'Amico</u>   |   |  |                                   |
| 1.14 Notary Public or Justice of the Peace:<br><u>Shayco, Administrative Asst.</u><br>Date: <u>12/6/17</u>   |   |  |                                   |
| 1.15 Name and Title of State Agency Signatory<br><u>Joseph P. Lys - Director DCHH</u>  |   |  |                                   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |   |  |                                   |
| 1.17 Approval by the Agency General (Form, Substance and Execution) (if applicable)<br>By:  On: <u>12/7/17</u>  |   |  |                                   |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br>By: _____ On: _____   |   |  |                                   |

Subject: SS-2018-DCYF-12-ASMT

**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<br>NH Department of Health and Human Services  |   | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857                 |                                   |
| 1.3 Contractor Name<br>Child and Family Services of New Hampshire  |   | 1.4 Contractor Address<br>464 Chestnut Street, PO Box 448<br>Manchester NH 03105          |                                   |
| 1.5 Contractor Phone Number<br>603-518-4300  | 1.6 Account Number<br>05-95-45-4500-61270000-102-500731 | 1.7 Completion Date<br>June 30, 2017  | 1.8 Price Limitation<br>\$126,922 |
| 1.9 Contracting Officer for State Agency<br>E. Maria Reinemann, Esq.<br>Director of Contracts and Procurement  |   | 1.10 State Agency Telephone Number<br>603-271-9330  |                                   |
| 1.11 Contractor Signature<br>  |   | 1.12 Name and Title of Contractor Signatory<br>Borja ALMARAZ DE TOLEDO<br>PRESIDENT & CEO |                                   |
| 1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u><br>On <u>12-6-17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated. |   |   |                                   |
| 1.13.1  Margaret D'Amico, Notary Public or Justice of the Peace  |   |   |                                   |
| 1.14  Joseph P. Lys, Director Dcyf   |   |   |                                   |
| 1.15 Name and Title of State Agency Signatory<br>Joseph P. Lys, Director Dcyf  |   |   |                                   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |   |   |                                   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: <u>12/7/17</u>   |   |   |                                   |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br>By: _____ On: _____   |   |   |                                   |

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JS  
Date 12/6/18



Exhibit A

## Scope of Services

The purpose of this contract is for the Contractor to provide services to the Department for a set period of time regarding the closing of overdue Child Protection Assessments which shall include:

- Closing overdue Child Protective Assessment cases from the Manchester and Concord offices of the Department of Health and Human Services, Division for Children, Youth and Families (DCYF); with assessments from other offices assigned as requested;
- Analysis and review of specific Child Protective Assessments in need of closure;
- Complete required collateral contacts, data entry and required closing paperwork for Child Protective Assessments according to DCYF Policy.

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

### 2. Scope of Services

- 2.1. Contractor will provide the following services to assist with low risk, Level 3 closure of overdue assessments:
  - 2.1.1. Recruitment and retention of up to six (6) part-time and temporary staff;
  - 2.1.2. Manage administrative tasks related to employment;
  - 2.1.3. Coordinate training of staff with DCYF;
  - 2.1.4. Assist with closures from other DCYF offices as requested;
  - 2.1.5. Close approximately forty (40) assessments each week, with a goal of closing 1,000 assessments by the end of the contract;
- 2.2. The Contractor will hire part-time and temporary staff to complete the work.
- 2.3. The Contractor's Chief Operating Officer (COO) will be the main point of contact between Contractor and DCYF.

8/5  
12/6/19

New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments



Exhibit A

2.4. The COO will coordinate training with DCYF.

2.5. Training will include the following:

- 2.5.1. Bridges use;
- 2.5.2. Assessment policies;
- 2.5.3. Procedures;
- 2.5.4. Decision points; and
- 2.5.5. Rule outs (assessments not ready to be closed).

2.6. Contractor's staff will work to close overdue assessments from the Manchester and Concord offices as the highest priority.

- 2.6.1. Contractor will submit a report which shall contain the number of assessments closed.
- 2.6.2. Overdue assessments to be closed from other offices will be completed by Contractor on an as requested basis.
- 2.6.3. Cases assigned will be those containing the oldest dates which need assertive collateral outreach and incomplete assessments from cases assigned to staff who no longer work for DCYF.

2.7. Contractor's staff, once trained, will complete the following tasks during the closing process:

- 2.7.1. Verify case information;
- 2.7.2. Review existing investigations to determine activities to complete;
- 2.7.3. Acquire documentation which shall include medical, police and school records.
- 2.7.4. Enter documentation into the Bridges system;
- 2.7.5. Add documents to the case file;
- 2.7.6. Locate people of interest;
- 2.7.7. Conduct interviews with collateral contacts which may include but not be limited to custodial parents, non-custodial parents, physicians, teachers, and others who may have witnessed alleged child abuse or neglect;
- 2.7.8. Contact DCYF Lead Project Coordinator/Supervisor if information obtained indicates a child safety concern;
- 2.7.9. Occasional travel in the greater Manchester and/or Concord, New Hampshire areas to conduct collateral interviews;
- 2.7.10. Attend department and agency meetings as requested; and
- 2.7.11. Submit completed investigations for supervisory case closure review.

### 3. Staffing

3.1. Contractor's COO will be main point of contact between Contractor and DCYF.

- 3.1.1. The COO will recruit, interview, hire, monitor and retain up to six (6) staff to assist with overdue assessments.

New Hampshire Department of Health and Human Services  
Closure of Overdue Child Protective Assessments



Exhibit A

3.2. Contractor will hire one (1) Lead Case Aide who will provide services as referenced in sub-section 2.7 of this contract including, but not limited to the following services:

- 3.2.1. Complete assessments, provide supervisory support to other Case Aides;
- 3.2.2. Assign assessments to other Case Aides;
- 3.2.3. Respond to questions from other Case Aides; and
- 3.2.4. Be the point of contact for Case Aides and DCYF staff;

3.3. Lead Case Aide will work up to twenty-nine (29) hours per week.

3.4. Lead Case Aid will have a Bachelor's Degree in social work, counseling, psychology, criminal justice or related field.

3.5. Contractor will hire up to five (5) Case Aides who will complete assessment tasks as referenced in sub-section 2.7 of the contract.

3.6. Case Aides will work between 20-29 hours per week;

3.7. Case Aids will have a Bachelor's Degree in social work, counseling, psychology, criminal justice or related field. An Associate's Degree with one (1) year of experience in a human service field will be considered.

#### 4. Reporting

4.1. The Contractor's staff will, upon completion, submit case closure investigations for supervisory review on a daily basis during work hours.

4.2. The Contractor will submit monthly, to the Department, with the invoice, a report which shall contain the number of assessment closures completed for that period.

4.3. The Contractor's Lead Case Aid will submit a final report within thirty (30) days of end of contract which shall contain the total number of assessment closures completed.

#### 5. Performance Measures

5.1. The Contractor will ensure that following performance indicators are achieved and monitored monthly to measure the effectiveness of the agreement:

5.1.1. Close approximately forty (40) assessments each week, once fully staffed and training has occurred;

5.1.2. Close up to 1,000 assessments by the end of the contract period.

5.2. The Contractor will develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

*[Signature]*  
12/6/17



**Exhibit B**

**Method and Conditions Precedent to Payment**

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. This contract is funded with funds from the General Funds.
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
  - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
  - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [OCYFInvoices@dhhs.nh.gov](mailto:OCYFInvoices@dhhs.nh.gov), or invoices may be mailed to:  
  
Financial Administrator  
Department of Health and Human Services  
Division for Children, Youth and Families  
129 Pleasant Street  
Concord, NH 03301
  - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

# Exhibit B-1 Budget

## New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Child and Family Services of New Hampshire

SS-2018-DCYF-12-ASMT

Closure of Overdue Child Protective

Budget Request for: Assessments

(Name of RFP)

Budget Period: SFY 2018 (January 1, 2018 to June 30, 2018)

| Line Item                               | Direct               | Indirect            | Total                | Allocation Method                |
|---|----------------------|---------------------|----------------------|----------------------------------|
|   | Incremental          | Fixed               |                      | Fixed Cost / %                   |
| 1. Total Salary/Wages                   | \$ 95,307.00         | \$ 6,157.00         | \$ 101,464.00        | % of program cost to total costs |
| 2. Employee Benefits                    | \$ 12,277.00         | \$ 955.00           | \$ 13,232.00         | % of program cost to total costs |
| 3. Consultants                          | \$ -                 | \$ -                | \$ -                 |                                  |
| 4. Equipment:                           | \$ -                 | \$ -                | \$ -                 |                                  |
| Rental                                  | \$ -                 | \$ -                | \$ -                 |                                  |
| Repair and Maintenance                  | \$ -                 | \$ 589.00           | \$ 589.00            | % of program cost to total costs |
| Purchase/Depreciation                   | \$ -                 | \$ 389.00           | \$ 389.00            | % of program cost to total costs |
| 5. Supplies:                            | \$ -                 | \$ -                | \$ -                 |                                  |
| Educational                             | \$ -                 | \$ -                | \$ -                 |                                  |
| Lab                                     | \$ -                 | \$ -                | \$ -                 |                                  |
| Pharmacy                                | \$ -                 | \$ -                | \$ -                 |                                  |
| Medical                                 | \$ -                 | \$ -                | \$ -                 |                                  |
| Office                                  | \$ -                 | \$ 43.00            | \$ 43.00             | % of program cost to total costs |
| 6. Travel                               | \$ 7,800.00          | \$ 125.00           | \$ 7,925.00          | % of program cost to total costs |
| 7. Occupancy                            | \$ -                 | \$ 371.00           | \$ 371.00            | % of program cost to total costs |
| 8. Current Expenses                     | \$ -                 | \$ -                | \$ -                 |                                  |
| Telephone                               | \$ -                 | \$ 172.00           | \$ 172.00            | % of program cost to total costs |
| Postage                                 | \$ -                 | \$ -                | \$ -                 |                                  |
| Subscriptions                           | \$ -                 | \$ 75.00            | \$ 75.00             | % of program cost to total costs |
| Audit and Legal                         | \$ -                 | \$ -                | \$ -                 |                                  |
| Insurance                               | \$ -                 | \$ 106.00           | \$ 106.00            | % of program cost to total costs |
| Board Expenses                          | \$ -                 | \$ 45.00            | \$ 45.00             | % of program cost to total costs |
| 9. Software                             | \$ -                 | \$ -                | \$ -                 |                                  |
| 10. Marketing/Communications            | \$ -                 | \$ -                | \$ -                 |                                  |
| 11. Staff Education and Training        | \$ -                 | \$ 119.00           | \$ 119.00            | % of program cost to total costs |
| 12. Subcontracts/Agreements             | \$ -                 | \$ 898.00           | \$ 898.00            | % of program cost to total costs |
| 13. Other (specific details mandatory): | \$ -                 | \$ -                | \$ -                 |                                  |
| Interest Expense                        | \$ -                 | \$ 1,494.00         | \$ 1,494.00          | % of program cost to total costs |
|   | \$ -                 | \$ -                | \$ -                 |                                  |
|   | \$ -                 | \$ -                | \$ -                 |                                  |
|   | \$ -                 | \$ -                | \$ -                 |                                  |
|   | \$ -                 | \$ -                | \$ -                 |                                  |
| <b>TOTAL</b>                            | <b>\$ 115,384.00</b> | <b>\$ 11,538.00</b> | <b>\$ 126,922.00</b> |                                  |

Indirect As A Percent of Direct

10.0%

Contractor Initials: 3AT

Date: 12/6/17



### SPECIAL PROVISIONS

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

New Hampshire Department of Health and Human Services  
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

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

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

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

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

345  
12/6/12



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. CONDITIONAL NATURE OF AGREEMENT.  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available. If ever, The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

BAF  
12/4/17



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

2/5  
12/6/13

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name: CHILD AND FAMILY SERVICES of New Hampshire

Name: SOLEDAD AWARAZ DE TORRES

Title: President & CEO

12/6/17  
Date

Contractor Initials:   
Date: 12/6/17



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Child and Family Services of New Hampshire



Name: Soja Alvarez de Toun  
Title: President & CEO

12/6/17  
Date





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: CHUS AND FAMILY SERVICES OF NEW HAMPSHIRE

Name: DORJA AWARAZ DE TORRES

Title: President & CEO

12/6/17  
Date

Date 12/6/17



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

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

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

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

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

Exhibit G

Contractor Initials

*[Handwritten Signature]*

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

6/7/14  
Rev. 10/2/11

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Date

*[Handwritten Date: 12/6/17]*

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Name: STEPHANIE L. TURNER

Title: President & CEO

12/6/17  
Date

Exhibit G

Certification of Compliance with requirements pertaining to Federal Health Information, Equal Employment of Faith-Based Organizations and nondiscrimination provisions

Contractor Initials

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Rev. 10/21/14

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Date

12/6/17