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Christina M. Brennan Deputy Commissioner

Frank Edelblut Commissioner

> STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, N.H. 03301 TEL (603) 271-3495 FAX (603)-271-1953 Citizens Services Line 1-800-339-9900

July 27, 2022

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

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Waypoint, (VC#177166), Manchester, NH in the amount of \$265,000 to provide wraparound services to students experiencing homelessness including academic tutoring, trauma-informed services, social emotional support and connection to mental health services effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funds to support this request are available in the accounts titled Homeless Child/Youth-ARP 2021 and Title IX Homeless Education for FY23, and are anticipated to be available in FY24, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between fiscal years through the Budget Office without further Governor and Council approval, if needed and justified, as follows.

06-56-56-562010-24920000-102-500731 Contract for Program Services \$212,000.00 \$39,750.00 \$06-56-56-562010-25150000-102-500731 Contract for Program Services \$13,250.00

EXPLANATION

Waypoint is a private, non-profit agency that provides an array of services to people in need. This contract will work within the Homeless Youth and Young Adult services that Waypoint offers. They will be using their funding to provide wrap around services to students experiencing homelessness in their two drop-in centers located in Manchester and Rochester. At the centers, students who are experiencing homelessness or housing instability will be provided services that address basic needs, connections to community resources, educational assistance and a safe space to do homework. These services can include intensive academic support, career guidance, paid work-based learning opportunities, job placement assistance, career exploration, college and industry tours, financial support for basic needs including assistance with rent, transportation, food, mental health services, clothing and more.

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

For this work, Waypoint will also focus on helping young people develop goals and skills through alternative education, post-secondary planning, career exploration and employment training. They will work to transition young people successfully into post-secondary education or training and employment.

A Request for Proposals (RFP) was advertised on the Department of Education website on 03/17/2022 with a deadline for proposals of 04/14/2022. There were six (6) proposals submitted to the "ARP - Homeless Children and Youth Community Organization Funding" RFP in response to the notice.

A review committee consisting of; a Program Specialist with the Bureau of Instructional and Support MTSS-B Consultant Southeast Region with the Office of Social and Emotional Wellness from the New Hampshire Department of Education, a Program Specialist with the Division of Economic and Housing Stability at the New Hampshire Department of Health and Human Services, and a District Homeless Liaison for the Nashua School District. The team reviewed the six (6) proposals received between the dates of April 22, 2022, and May 4, 2022. Based on the review, the team recommended funding Waypoint, please see Attachment A for further details.

In the event that Federal Funds are no longer available for this program, State Funds will not be requested to support this program.

Respectfully Submitted

Frank Edelblut

Commissioner of Education

ATTACHMENT A

Bid Summary Scoring Sheet Waypoint

Proposal Criteria in the RFP

Category	
Needs Assessment	10
Alignment to NHED Priorities	20
Implementation Plan	25
Complete and Clear Budget	20
Collaboration with stakeholders	10
Performance Metrics and Evaluation	15
Total	100

Proposals Received and Scored

	Waypoint	Granite YMCA	Youth Success Project	Big Brothers, Big Sisters NH	Claremont Learning Project	Carey House Laconia
Sue W.	91	81	86	83	91	71
Taylor P.	91	77	75	66	58	81
Kristine B.	100	89	85	83	64	30
Stephanie K.	90	81	73	76	85	85
Average	93	82	79.75	77	74.5	66.75

Review Process

Scoring for review occurred between the dates of April 22, 2022 and May 4, 2022. The Request for Proposal (RFP) review panel consisted of the following New Hampshire Department of Education (NHED) and Department of Health and Human Services (DHHS) employees, as well as an individual from the Nashua School District.

Reviewer Qualifications

Susan W., Program Specialist with the Division of Economic and Housing Stability at the New Hampshire Department of Health and Human Services. Over the past 6 years Susan has supported the development of the NH system of Family Resources Centers using National Standards of quality for strengthening and Support. She has also managed DHHS contracts that facilitate organization to provide the infrastructure to support the Family Resource Centers and to administer the state Kinship Navigation Program and provide a visiting home program that provides prevention to reduce family contact with welfare. Susan also supports the Early Childhood state system to ensure that all departments are aware of work across the bureaus that support families throughout the state.

ATTACHMENT A CONTINUED

Taylor P., District Homeless Liaison for the Nashua School District. Taylor received her Bachelors of Science in Social Work in 2013 from the University of New Hampshire. She has worked for the Division for Children, Youth, and Family as a both Child Protective Services Worker and Juvenile Probation and Parole Officer. For the past three years, she has been employed as the McKinney Vento Liaison for the Nashua School District, working with students and families experiencing homelessness.

Kristine B., Program Specialist with the Bureau of Instructional Support for the New Hampshire Department of Education. Kristine has been working with the NHED for 17 years and has offered support to a number of programs, including assisting the McKinney-Vento Education for Homeless Children and Youth. She also works in a number of the Title program grants, the current ESSER grants provided to states due to the pandemic and provides support to the field. She is a valuable asset to the Bureau.

Stefanie K., MTSS-B Consultant Southeast Region with the Office of Social and Emotional Wellness. Stefanie has worked in education for several years and serves on the School Board in her local school district. Stefanie has been with the Department of Education for almost a year and works with schools on their MTSS-B programs – programs to help work with behavior issues on all students in schools.

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

I.I State Agency Name		1.2 State Agency Address				
New Hampshire Department	of Education	25 Hall Street Concord, NH 03301				
1.3 Contractor Name	·	1.4 Contractor Address	·			
Waypoint	<u>-</u>	464 Chestnut Street Manchester, NH 03105				
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
603-518-4300	See Exhibit C	June 30, 2024	\$265.000.00			
1.9 Contracting Officer for Christina Dotson, Education Horneless Education	• •	1.10 State Agency Telephone Number (603) 271-3840				
Contractor Signature	Date: 7/18/22	1.12 Name and Title of Co	ntractor Signatory Toledo, President and CEO			
1.13 State Agency Signatur	Date: 8/11/2022	I.14 Name and Title of St Frank Edelblut, Co	ate Agency Signatory ommissioner of Education			
1.15 Approval by the N.H.	Department of Administration, Div	vision of Personnel (if applicabl	e)			
		Director, On:				
Ву:		Director, on:				
2.16. Approval by the Attor	ney General (Form, Substance and	Execution) (if applicable)				
1 16 Approval by the Attor	ney General (Form, Substance and Altorney Jahren C. B.	·				
1.16 Approval by the Attorn By: Elizabeth Brown,	ney General (Form, Substance and Elizabeth C. B. Attorney about Council (if app	Execution) (If applicable) On: 8/11/2022				

Contractor Initials

Date 3(WIT)

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
- 8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

- 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
- 9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

- 12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
- 12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.
- 13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor Initials

Date

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess: and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

- 16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.
- 19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Remove paragraph 12.2 of the P-37 Contract in its entirety and replace with "Waypoint may subcontract with America's Youth Teenage Unemployment Reduction Network, Inc. but nothing herein shall remove Waypoints obligation to provide these services to the New Hampshire Department of Education."

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Contract between Waypoint and the New Hampshire Department of Education

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Contractor Initials

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EXHIBIT B

Scope of Services

Waypoint will provide the following services to the New Hampshire Department of Education (NHED).

1. Provide wraparound services, including academic tutoring and mental health supports:

Youth often require additional assistance due to disruptions in their education and parents play a key role for youth in terms of educational success, many times youth experiencing homelessness have come from families where they did not have a parent or adult providing those services. Additional academic supports, tutoring and mental health supports is needed.

Trauma informed services, social emotional support and connections to mental health supports will be provided. For youth experiencing homelessness to continue to be successful in obtaining education, youth require counseling and supportive services. The stress of homelessness and the causes behind the homelessness often lead to higher levels of disengagement and lack of success with educational pursuits. Waypoint services include:

- supportive counseling
- case management designed to reduce harm and risk and improve protective factors for youth
- connections
- · referrals to mental health services

Youth will be provided with opportunities to improve academic success. Staff create individual service plans unique to each youth' skills and needs. By leveraging partnerships with community organizations, they will create immersive learning opportunities tailored to each youth. Youth will receive a variety of services including:

- intensive academic support
- · career guidance
- paid work-based learning opportunities
- job placement assistance
- career exploration
- college and industry tours
- financial support for basic needs including assistance with rent
- transportation
- food
- mental health services
- clothing and more

There will also be programs that support participants options of completing courses online or attending in person classes – either fully or in part. This provides learners flexibility to be successful regardless of personal situations.

2. Improve outreach to and identification of students experiencing homelessness, especially in disrupted educational environment:

Contract between Waypoint and the New Hampshire Department of Education

Contractor Initials AT

Date 7118

EXHIBIT B CONTINUED

Utilization of current community partnerships between community-based organizations (CBOs) and schools to improve dissemination of information on services for youth, regarding; homelessness, barriers and issues for youth who are homeless and on recognizing the signs of homelessness.

Provide training in schools and at other community providers specifically to address the signs of homelessness and what services are available for youth experiencing homelessness. Waypoint will have young people with lived expertise, assisting with the training of education partners about how to identify youth experiencing homelessness.

3. Address the barriers to accessing educational opportunities encountered by students who are homeless and face many barriers when it comes to educations success, this includes logistical barriers and the right environment and mindset:

Assist youth by providing basic needs in the community (food, safety, and hygiene packs) through Drop-in Centers. Drop-in Centers in Manchester and Rochester have laundry, showers, and food and clothing pantries.

Provide safe spaces for after school homework, computers, Wi-Fi, and social emotional activities.

 Ensure students experiencing homelessness accrue and recover credit, especially in high school:

Opportunities for youth to earn school credits in creative ways:

- · academic credit for participation in the summer youth employment program,
- Extended Learning Opportunity (ELO) credit for holding employment or real-life experience, and
- alternative pathways to high school graduation, such as completing the HiSET.
 - 5. Support future success:

Provide services for youth that are available after they turn 18 or graduate from school:

- Services for youth who are homeless or at-risk for up to age 25. In addition, working with youth to
 ensure they understand resources and have supportive relationships in the community improving
 outcomes and success for these youth.
- Provide 12 or 24 months of follow-up to ensure youth are successful in achieving their career and education goals.

Staffing:

Homeless Youth Services Director – Will be the main point of contact with NHED. The Director will be responsible for oversight and evaluation of the project.

Executive Director - The Executive Director will be responsible for coordination and oversight of project.

Contract between Waypoint and the New Hampshire Department of Education

Contractor Initials A

EXHIBIT B CONTINUED

Street Outreach Specialists – Waypoint has Street Outreach Teams in Manchester and the Seacoast which includes Rochester. Given the number of youth at-risk or experiencing homelessness in Rochester, additional time will be focused here. This staff provides initial connections for youth to services and address immediate basic needs.

Outreach Social Worker – Trained staff to work specifically with schools and youth 12-18. This staff works with youth to develop plans, make connections to additional services, provide supportive counseling and family reunification services.

Case managers – Staff will be hired to work additional caseload of youth experiencing homelessness. Staff will be responsible for providing intensive academic support, career guidance and paid work-based learning opportunities.

Communication Materials – Estimated amounted needed to create additional outreach campaigns and materials to disseminate information to youth at-risk or experiencing homeless and disseminate information to schools, providers and community members.

Assistance to Youth – Assistance includes basic needs (food; clothing; safety and hygiene packs) and funds for transportation as needed.

Administrative/Overhead - Encompasses time for accounting and communications assistance as well as occupancy and other like costs associated with Drop-in Centers. Waypoint accounting staff will be responsible for invoicing and budget management for these services.

Contract between Waypoint and the New Hampshire Department of Education

Contractor Initials A

EXHIBIT C

Method of Payment

	Budget through Jun	e 2024			
		FY23	FY24	Total	
Homeless Youth Services Director	2hr/week	\$3,536.00	\$624.00	_ \$4,160.00	
Executive Director	I hr/week	\$1,768.00	\$312.00 ;	\$2,080.00 \$11,065.60 \$20,748.00	
Street Outreach Specialist (Manchester)	8hr/week **	\$9;405.76	\$1,659.84		
Outreach Social Worker (Manchester)	· 15hr/week	\$1.7,635.80	\$3,112.20		
Case Managers (Manchester)	40hr/week	\$47,028.80	\$8,299.20	\$55,328.00	
Street Outreach Specialist (Rochester)	8hr/week	\$9,405.76	\$1,659.84	\$11,065.60	
Outreach Social Worker (Rochester)	· 15hr/week	\$17,635.80	\$3,112.20	\$20,748.00	
Case Managers (Rochester)	40hr/week	\$47,028.80	\$8,299.20	\$55,328.00	
Assistance to Youth	*	\$36,016.20	\$6,355.80	\$42,372.00	
Communication Materials		\$4,250.00	. \$750.00	\$5,000.00	
Administrative/Overhead		\$31,539.25	\$5,565.75	\$37,105.00	
Total FY23 & FY24 \$:					

<u>Limitation on Price</u>: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$265,000.00.

Source of Funding: Funds to support this request are available in the account titled Homeless Child Youth-ARP 2021 and Title IX Homeless Education for FY23, and are anticipated to be available in FY24, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between fiscal years through the Budget Office without further Governor and Council approval, if needed and justified, as follows.

	<u>FY23</u>	<u>FY24</u>
06-56-56-562010-24920000-102-500731 Contract for Program Services	\$212,000.00	\$39,750.00
06-56-56-562010-25150000-102-500731 Contract for Program Services	\$13,250.00	

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities/deliverables and documentation of hourly work completed that has taken place aligned to the scope of services and in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted electronically to:

Christina Dotson at Christina.L.Dotson@doe.nh.gov

Contract between Waypoint and the New Hampshire Department of Education

Contractor Initials Date

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Revised 6-25-21

Contractor Initials Date 1011

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. NHEDs not have a proposed debarment pending;
 - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Revised 6-25-21

Contractor Initials 145
Date 7(28)72

Exhibit F

Anti-Lobbying

The Contractor 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, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal 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, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

https://www.gsa.gov/forms-library/disclosure-lobbying-activities

- c. 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 and entering into this transaction imposed by Section 1352, Title 31 and 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.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-25-21

Contractor Initials 12

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information(including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

Revised 6-25-21

Contractor Initials An Date 71811

CERTIFICATE OF VOTE

I, JEFFREY P. SEIFERT, Board Treasurer, do hereby certify that:

- 1. I am a duly elected Officer of WAYPOINT.
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Agency duly held on 12/4/18:

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

RESOLVED: That the PRESIDENT AND CEO

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT and CEO of the Agency.

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

July 13,2022

Jeffrey P. Seifert Board Treasurer

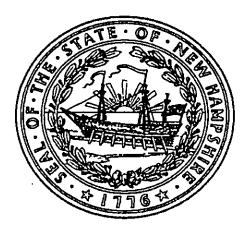
State of New Hampshire Department of State

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: 0005361581



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of May A.D. 2021.

William M. Gardner Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/05/2022

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

tr	SUBROGATION IS WAIVED, subject this certificate does not confer rights to	o the terr	ms and conditions of the pol tificate holder in lieu of such	า endorseก	n policies nent(s).	may require	an endorsement. A state	ment d	on	
PRODUCER					CONTACT Andrea Nicklin					
FIAI/Cross Insurance					PHONE (A/C, No. Ext): (603) 669-3218 (A/C, No. (603) 645-4331					
110	0 Elm Street		E-MAIL manch.certs@crossagency.com							
Mar	-cheetes						RDING COVERAGE		NAIC #	
	nchester		NH 03101	INSURER A	<u> </u>	hla Indemnity			18058	
INSURED _					Granite S	State Health Co	are and Human Services Self			
Waypoint					Travelers	Cas. & Surety	y Co of America		31194	
	Po Box 448		ĺ	INSURER D						
					INSURER E :					
Manchester NH			NH 03105	INSURER F:						
	VERAGES CER	RTIFICAT	E NUMBER: 22-23 All Lines				REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	ADDL SUE	VD POLICY NUMBER	PC (MM	OLICY EFF AVDD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	;		
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,00	0,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,	000	
	<u> </u>				-		MED EXP (Any one person)	5,00	0	
Α				07	//01/2022	07/01/2023		s 1,000,000		
	GENTL AGGREGATE LIMIT APPLIES PER:			j				\$ 2,000,000		
	POLICY PRO- LOC							\$ 2,00	0,000	
	OTHER: Professional Liability							\$ 1,00		
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000	
	X ANY AUTO) \$		
Α	OWNED SCHEDULED AUTOS			07	/01/2022	07/01/2023	BODILY INJURY (Per accident)	\$		
	HIRED NON-OWNED AUTOS ONLY				ŀ		PROPERTY DAMAGE	\$		
							ALEN BOCKOGHO	\$		
	✓ UMBRELLA LIAB						EACH OCCURRENCE		0,000	
Α	EXCESS LIAB CLAIMS-MADE			07.	/01/2022	07/01/2023		4.00	0,000	
	DED RETENTION \$ 10,000	1					AGGNEGATE			
	WORKERS COMPENSATION					01/01/2023	➤ PER OTH-	<u>\$</u>		
В	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N			-				1,00	0.000	
. В	OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A		01.	/01/2022			4.00	0,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							1,00		
							Limit	\$500		
C	Fidelity & Forgery				/01/2021	04/01/2024	Deductible	\$500	·	
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
CER	CERTIFICATE HOLDER									
CEL	CERTIFICATE HOLDER CANCELLATION									
New Hampshire Department of Education 25 Hall Street					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
				AUTHORIZED REPRESENTATIVE						
	Concord		NH 03301		Ja	eigh	scongey	5		